## SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.68 (ID # 23533) MEETING DATE: Tuesday, December 12, 2023

### FROM : REGISTRAR OF VOTERS:

**SUBJECT:** REGISTRAR OF VOTERS: Approve the Agreement for Voter Education Public Outreach and Engagement Plan with Westbound Communications Inc., from January 1, 2024 through February 28, 2025 for a total amount not to exceed \$1,606,000; All Districts. [\$1,606,000 Total Cost]; 100% Contingency General Fund (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

- Approve the Professional Services Agreement with Westbound Communications, Inc. for Voter Education Public Outreach and Engagement Plan for an amount not to exceed \$786,000 for FY24 and an amount not to exceed \$820,000 for FY25, for a total aggregate amount not to exceed \$1,606,000 from January 1, 2024 through February 28, 2025 with an option to renew for four (4) months through June 30, 2025 for a total amount not to exceed \$152,000 and authorize the Chairman of the Board to executive the Agreement on behalf of the County;
- 2. Authorize the Purchasing Agent, or designee, in accordance with Ordinance No.459, based on the availability of fiscal funding and as approved as to form by County Counsel to execute amendments that make minor modifications to the scope of services that stay within the intent of the Professional Services Agreement; and
- 3. Approve and direct the Auditor Controller to make the budget adjustment shown in Schedule A.

## ACTION:4/5 Vote Required, Policy

12/6/2023

## MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	December 12, 2023
XC:	ROV

Kimberly A. Rector Clerk of the Board Deputy

## SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost	
COST	\$ 786,000	\$ 820,000	\$ 1,606,000	9	5 0
NET COUNTY COST	\$ 786,000	\$ 820,000	\$ 1,606,000	9	6 0
SOURCE OF FUNDS: 100% General Fund Contingency			Budget Adju	stment: Ye	S
			For Fiscal Ye	ear: 23/24-24	/25

C.E.O. RECOMMENDATION: Approve

## BACKGROUND:

## <u>Summary</u>

In preparation for the 2024 primary and general elections, increased and enhanced voter education and outreach is needed to ensure all residents are informed of the voting process and knowledgeable on how to cast their ballot. The goal of these enhanced outreach efforts is to increase community knowledge, trust in the electoral process, and the county's commitment to election transparency.

The Interim Registrar and the Executive Office have engaged with Westbound Communications, a qualified communications consultant, to assist with voter education and outreach efforts. Westbound Communications is contracted by San Bernardino County to assist the San Bernardino County Registrar with similar efforts.

A scope of work has been outlined by Westbound Communications that includes messaging to promote information about the voting process; developing an advertising plan for broadcast, digital, print and social media platforms; conducting a website review to ensure information is current and easy to find; expanding current voter education tools and assets; and establishing new community partnerships.

Westbound Communications' proposed fee schedule includes operational expenses, staffing costs and an advertisement budget. The included advertisement budget is the standard budget allocated for this expense based on previous election cycles.

### Impact on Residents and Businesses

The services provided by Westbound Communications will enhance the ROV's voter outreach and education efforts to serve the growing number of registered voters.

## Additional Fiscal Information

The ROV requests \$786,000 in contingency funds for the current fiscal year as there are not sufficient department funds. ROV will include the full cost \$820,000 into the budget for next fiscal year.

### Contract History and Price Reasonableness

The agreement with Westbound Communications is based on utilizing the pricing from the San Bernardino County agreement #22-158 with Westbound Communications, also known as piggybacking, which was awarded through a publicized competitive bid process. Westbound

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Communications, Inc. is providing the same pricing and terms as awarded through the San Bernardino County agreement.

Piggybacking off another competitively bid governmental procurements meets the County's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.

## ATTACHMENT

## ATTACHMENT A. PSA – Westbound ROV

### SCHEDULE A. BUDGET ADJUSTMENT FY 23/24

1) Increase Appropriations: 10000-1700100000-525440	Professional Services	\$786,000
2) Anticipated Use of Unassigned 10000-1700100000-370100	l Fund Balance: Unassigned Fund Balance	\$786,000
3) Decrease Appropriations: 10000-1109000000-581000 Appr	opriation for Contingency	\$786,000
4) Anticipated Increase of Unass 10000-1109000000-370100 Una		\$786,000

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ccountant - Audito

han hm 12/6/2023 Meghan H

12/4/2023

Sr. Management Analy queline

12/1/2023 Juan C. Perez, Chief Operating Officer

12/7/2023

74 Aaron Gettis, De

12/6/2023

## VOTER EDUCATION PROGRAM SERVICES AGREEMENT

between

## COUNTY OF RIVERSIDE

and

## WESTBOUND COMMUNICATIONS, INC.



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This Agreement, made and entered into upon signature, by and between WESTBOUND COMMUNICATIONS, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

## 1. Description of Services

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

## 2. <u>Period of Performance</u>

**2.1** This Agreement shall be effective January 1, 2024 and continues in effect to February 28, 2025, with the option to renew from March 1, 2025 to June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

## 3. Compensation

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR from January 1, 2024 to February 28, 2025 shall not exceed \$1,606,000.00 (One Million, Six Hundred Six Thousand Dollars) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Registrar of Voters

### 2720 Gateway Dr.

## Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number EOARC-00620; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

## 4. Alteration or Changes to the Agreement

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

## 5. <u>Termination</u>

**5.1**. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

- **5.3** After receipt of the notice of termination, CONTRACTOR shall:
  - (a) Stop all work under this Agreement on the date specified in the notice of termination; and
  - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms

of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### 6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

#### 7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

#### 8. Inspection of Service; Quality Control/Assurance

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

### 9. Independent Contractor/Employment Eligibility

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that

CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such

individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### 10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

### 11. Disputes

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

### 12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

### 13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

## 14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. **S**1210 et seq.) and all other applicable laws or regulations.

## 15. <u>Records and Documents</u>

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

## 16. Confidentiality

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized

in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

### 17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

### 18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	CONTRACTOR
REGISTRAR OF VOTERS	WESTBOUND COMMUNICATIONS, INC.
ATTN: ART TINOCO/JACQUELINE RUIZ	ATTN: CARRIE GILBRETH
2724 GATEWAY DR.	3649 MISSION INN AVE, 1 <sup>st</sup> FLOOR ROTUNDA
RIVERSIDE, CA 92507	RIVERSIDE, CA 92501

### 19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

### 20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all

lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at <u>www.edd.ca.gov</u>.

#### 21. Hold Harmless/Indemnification

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

#### 22. Insurance

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts,

and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

#### A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

## **B.** Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

### C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

### D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of selfinsurance acceptable to the COUNTY. 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## 23. General

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a

conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time.

The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably

relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to

execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

BV: Kevin Jeffries, Chair

Board of Supervisors

Dated: 12/12/2023

ATTEST: Kimberly A Rector Clerk of the Board

B Deputy

APPROVED AS TO FORM: Minh Tran County Counsel By: Jeger Meser

Stephanie Nelson Deputy County Counsel

#### WESTBOUND COMMUNICATIONS, INC., a California corporation

By: <u>Carrie Gilbreth</u> Name: Carrie Gilbreth Title: Chief Executive Officer

Dated: \_\_\_\_\_

# EXHIBIT A SCOPE OF SERVICES

## 1. Strategies

CONSULTANT shall provide voters in COUNTY with the necessary information to make an informed choice concerning voting method options.

- A. Engage the community to inform voters on how the upcoming election(s) will be conducted
- B. Educate voters that they will be mailed a ballot and the choices they have for marking and casting their ballots (mail-in option or dropping off at polling locations and secure ballot box drop off locations), as well as option to vote in person at a polling place
- C. Educate voters about voting instructions
- D. Educate voters on the accuracy of Dominion Voting Systems ballot marking and vote tallying equipment and software
- E. Educate voters on observation opportunities at the Registrar of Voters office
- F. Assist with media, social media, and voter education in the months prior to the election throughout the election canvass period and in the event of any recounts. This includes on-site assistance on Election Day and Night with media and public observers, as well as on-site media assistance, as needed.

# 2. Approach

- A. Develop and repurpose materials for educating voters about the mail-in voting system, the voting tracking system, election security/integrity measures, voting system, observation opportunities, ballot marking and ballot return methods.
- B. Develop materials and/or scripts for educating voters who cast a ballot in person about how to use new ballot scanning devices in polling places.
- C. Assemble community partners to help provide feedback in the voter education process
- D. Identify effective outreach practices from other counties and build on the successes of previous voter education campaigns.
- E. Collaborate with local voter's rights advocacy groups, local political party representatives, and community-based organizations
- F. Assist County Supervisors to educate and inform their constituents.
- G. Monitor misinformation on social media affecting public perception of election processes and results and possible response strategies for Registrar of Voters.
- H. Create voter education content for Voter Information Guides, website, mailers, newsletters, etc.

# 3. Priority Audiences

Registered voters in COUNTY, with additional focus on voters with limited English proficiency, seniors and persons with disabilities, residents of areas with below average voter turnout, and young or first-time voters.

# 4. Key Tactics

Provide Resource Tools in both English and Spanish:

- A. Website: Identify opportunities to improve COUNTY's Registrar of Voters' website to educate voters on the mail-in voting process and election security/integrity. All collateral materials will be available in English, Spanish, and all other Federal and State required languages.
- B. Video Public Service Announcements: Develop a series of video PSAs targeted to specific audiences to be used as commercials, posted on social media, and shared with community partners.

C. Presentations (Town Halls): Develop a template for PowerPoint presentations that can be given virtually to cities and community organizations, streamed live, or made available on social media, and also have the ability to be shared by community partners (English and Spanish).

## 5. Community Outreach Plan:

- A. Community Partners: Work with the COUNTY on establishing a comprehensive list of community partners including identification of new partners, particularly those who serve seniors, persons with disabilities and limited English proficiency communities. Community partners may include voter advocacy groups, nonprofit organizations, community-based and private sector organizations (including Realtor groups), cities, other county departments and government agencies, and American Association of Political Consultants (AAPC.org)
- B. Database Development: Develop a comprehensive database of community partners with contact information.
- C. Virtual Presentations: Conduct virtual educational presentations in English and Spanish for the COUNTY and community partners and about the voting process and election security /integrity.
- D. Outreach Materials: Develop ready-made content in English, Spanish and all other Federal and State required languages for community partners to share in their newsletters, blog, social media platforms and 'websites. The materials should include text, graphics, and videos.
- E. Social Media Responses: Prepare responses to commonly asked questions/concerns. Monitor all the COUNTY'S Social Media platforms for questions, concerns, or misinformation. Prepare responses that are proactive and timely.
- F. Targeted Community Outreach: Identify targeted areas with low voter turnout and/or limited English proficiency. Partner with advocacy groups or other partners to help engage and educate residents.
- G. Employers: Identify potential employers who hire hard-to-reach populations.
- H. First-Time/Young Voters: Develop a plan to engage young voters, high school aged voters.
- I. College/University Voters: Develop a plan to engage partnerships with colleges and universities in an effort to expand the engagement of young voters.
- J. New Residents: Develop a partnership with realtor organizations to engage new residents including voter registration process and how to vote.
- K. Hospitals/Long term Care Facilities/Detention Centers: Establish a partnership with key personnel at the facilities to educate residents about mail ballot and emergency voting options.
- L. Media: Develop a comprehensive database of English and non-English media outlets. Develop advertisement for all media platforms, i.e., newspaper, cable TV, social media, radio, billboard, etc. Contract with these media outlets to provide these services and will be responsible for the payment. In turn REGISTRAR OF VOTERS will be billed for these services from CONSULTANT.
- M. Outreach at REGISTRAR OF VOTERS and other COUNTY Departments: Create media in the form of posters, flyers, and videos to either display at public counters, bulletin boards, run PSAs in office lobbies, etc.
- 6. Additional Scope of Services on Attachment 1 of this agreement (beginning on page 22)

# EXHIBIT B PAYMENT PROVISIONS

1. The following proposed fee schedule extends from January 1, 2024 through February 28, 2025 with an option term of four months from March 1, 2025 through June 30, 2025. All cost estimates are not-to-exceed, with actual scope and deliverables determined once the campaign begins.

COUNTY shall pay CONTRACTOR for services performed in accordance with the fees listed below.
 A. Operational Expenses: not to exceed \$130,000 total through February 28, 2025.

Operational, reimbursable expenses include campaign expenses, travel costs, printing costs, discretionary boosted social posts, discretionary influencers, monthly tech fee (only when outreach is "active"), stock photography and video.

### B. Advertisement Budget: \$1,000,000 total.

- 1. Primary Election FY23/24 = \$500,000
- 2. General Election in FY24/25 = \$500,000

### 3. Staffing Costs through February 28, 2025: \$476,000 total.\*

Hourly Rate: FY23/24 \$170 per person Hourly Rate: FY24/25 \$170 per person

#### 4. Person Hours for Services: 2,800 hours total through February 28, 2025 = \$476,000.\*

Hours: FY23/24 1,300 hours = \$221,000 Hours: FY24/25 1,500 hours = \$255,000

\*Total staffing costs through February 28, 2025.

C. Maximum payments by COUNTY to CONTRACTOR through February 28, 2025 <u>shall not exceed</u> <u>\$1,606,000.</u>

### 3. Optional Renewal Term (3/1/25 – 6/30/25)

#### A. Person Hours

Staffing Costs	Person Hours	Total Cost (3/1/25-6/30/25)
\$170.00 per person	600	\$102,000.00

### B. Operation Expenses not to exceed \$50,000 total.

Operational, reimbursable expenses include video production, creative development, report printing costs, stock photography and website support.

### C. Optional Renewal Term payments shall not exceed \$152,000.

4. The CONTRACTOR will be paid the actual amount of each approved invoice.

5. CONTRACTOR must receive pre-approval from COUNTY prior to incurring costs for additional services.

# ATTACHMENT 1 VOTER EDUCATION PUBLIC OUTREACH AND ENGAGEMENT PLAN

## Overview

Riverside County is comprised of 28 cities that incorporate urban and rural communities. In 2020, Riverside County's population was 2.44M people. As of 2021, 1.5M residents were eligible to register with approximately 1.2M registered to vote. In the November 2022 Statewide General Election, there were 1.6M residents who were eligible to register, and 1.3M of them registered to vote, resulting in a 46% voter turn-out. ROV conducts all federal, state, county, city, school district and special district elections for the citizens of the county. It is responsible for conducting efficient and impartial elections and providing a means for all eligible citizens in the county to exercise their voting rights and privileges, as provided by the laws and regulations that govern elections in California.

In December 2021, Riverside County Board of Supervisors approved the implementation of the Voter's Choice Act in Riverside County. This election model allows voters to choose how, when, and where to cast their ballot by 1) mailing ballots to every voter in the county, 2) expanding in-person early voting, and 3) allowing voters to cast their ballots at any vote center within the county.

## Goals

This Voter Education and Outreach Plan outlines various activities that can be performed with the goal of improving voter experience with the Vote Center Model and will accomplish the following:

- Educate voters on the California Voter's Choice Act, including all aspects of the new voting method and the multiple ways voters can cast their ballot
- Encourage and empower voters to make informed decisions about how to cast their ballot
- Provide transparency in the voting process

### **Priority Audiences**

Eligible-to-register and registered voters in Riverside County, with an additional focus on voters with limited English proficiency, seniors and persons with disabilities, residents of areas with below average voter turnout, hospitals and long-term care facilities, detention centers, and young or first-time voters.

### **Outreach Strategies and Tactics**

Riverside County will accomplish the above goals by developing and implanting the following:

## **Foundational Elements**

- Branding and messaging\* Create a universal brand/theme to promote information about Riverside County Vote Centers and their services. Develop key messaging/FAQs to effectively inform Riverside County residents on all aspects of voting (voting centers, mail-in voting system, the voting tracking system, election security/integrity measures, observation opportunities, ballot marking, ballot return methods, etc.).
- Media Outreach and Management Assist ROV's communications team with proactive media outreach
  on voter education and election integrity, and inbound media queries on election-related topics. Priority
  areas of work include writing media talking points, FAQs, and holding statements; strategic counsel on
  emergency public relations issues; and staffing media events.

- Website Audit Review ROV's current website to ensure up-to-date information and easy access to top functions (e.g., recruitment, finding a Vote Center), and providing a written brief on recommended changes.
- Voter Education Materials Further expand and build on Riverside County's current voter education tools/assets to include updated collateral, voter education videos, and more.
- County Department Support Develop flyers, posters, and PSAs to be on display at all County departments. Conduct special training for County PIOs on effective voter education outreach.
- \* Translations to be handled internally by ROV; Westbound to lead design of translated materials.

## **Community Outreach**

- Community Partnerships and Database Expand and define key community stakeholders that can serve as informal ambassadors to deliver ROV messaging within their communities and provide feedback on the ROV voter education campaign. Identify new partners among those who serve seniors, persons with disabilities, limited English proficiency communities, voter advocacy groups, local political party representatives, nonprofit organizations, community-based and private sector organizations, cities, large employers, long-term care facilities and hospitals, detention centers, cultural/ diverse organizations, and more. Create a detailed database, hold virtual focus groups, and lead "train the trainer" workshops so all ROV outreach is relatable to target audiences and partners are confident to lead voter education among their respective communities.
- E-newsletters Create regular e-newsletters to communicate with community partners including important dates, election tools, voter information, and more.
- Collateral Development and Communications Toolkit Write and design outreach materials (e.g., postcard mailers, wayfinding signage for workshops), as needed. Write and design an Ambassador toolkit for their organizational outreach.
- Workshops Support in-person and/or virtual voter education workshops for language minority populations and voters with disabilities.
- Presentations Coordinate and staff virtual and in-person presentations to community organizations.
- Voting Center Demonstrations Create an educational video that demystifies the process of visiting a Vote Center and casting a ballot.
- Community Event Participation Host voter education booths at prominent community events throughout Riverside County and other pop-up activities.
- High School Voter Education Weeks Create specific outreach plans and programs to promote high school voter education throughout all high schools in Riverside County.

## Advertising/Media Relations/Social Media

- Advertising Develop and implement a Countywide multi-channel advertising campaign that is community specific and in-language, consisting of out-of-home, digital, broadcast, print, social media, and more. This includes the identification and coordination of ad buys, and creation of the outputs (digital ads, scripts).
- Media Relations Coordinate and host virtual and in-person press conferences to share important news
  regarding Riverside County's transition to the Voters Choice Act, election updates, and more. Develop
  press releases and Op-Eds to share additional information.
- Social Media Develop a social media plan that includes content development and engagement strategies, and monitor all social media accounts on a regular basis (clarifying voter misinformation, when necessary).

## Proposed Fee Schedule for Optional Renewal Term: March 1, 2025 - June 30, 2025

## Total Proposed Fee Schedule for Optional Renewal Term: March 1, 2025 – June 30, 2025: \$152,000.00

## **Project Details:**

Assist ROV with post-election priorities including assisting the Registrar with preparing/modifying a report or similar document to account how voter outreach funds were spent in compliance with the redistricting settlement. The document will be posted on the ROV website. This task needs to be completed within six months after the Nov. 2024 election.

Also, based on input from the Registrar and the PIO, Westbound will assist with but not limited to updating outreach materials for multiple outlets and assist with creating voter education videos, as requested, for the 2026 election cycle.

## Person Hours for Services: 600 hours from March 1 through June 30, 2025 = \$102,000.00

### **Operational Expenses: \$50,000.00 total**

Operational, reimbursable expenses include video production, creative development, report printing costs, stock photography and website support.