

**THIRD AMENDMENT TO THE AGREEMENT WITH
O’RORKE, INC.
FOR TOBACCO SOCIAL MARKETING/MEDIA SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and O’RORKE, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/ Agency thereof; and

WHEREAS, the County and the Contractor entered into an Agreement on January 1, 2003 for the purpose of performing professional services of tobacco social marketing/media services in accordance with state and federal laws, regulations and funding mandates; and

WHEREAS, the County and the Contractor wish to further amend the Agreement for the purpose extending the term for services to continue for FY 2005-06 to 1/31/06.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1: **Exhibits and Attachments** is hereby amended to read as follows:

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

**Exhibit A – Revision 2: Description of Services hereby replaces
Exhibit A**

**Exhibit B - Revision 2: Rates of Payment & Approved Budget hereby
replaces Exhibit B**

| | |
|---------------|-----------------------------|
| Attachment 1: | Compliance with Section 504 |
| Attachment 2: | Fingerprinting Compliance |
| Attachment 3: | Equal Benefits Compliance |

2. Exhibit A (Revision 1) and B (Revision 1) are hereby deleted.
3. Exhibit A (Revision 2) and Exhibit B (Revision 2) are hereto attached and incorporated herein, and are hereby added.

4. Section 14: **Term of the Agreement** paragraph A is hereby amended to read as follows:

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2003, through **January 31, 2006**.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of January 1, 2003 and subsequent Amendments be amended as set forth herein.
2. The Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements shall be applicable to all amendments herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

By: _____
Richard S. Gordon
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

O'RORKE, INC.

Name, Title – Print

EXHIBIT A (Revision 2)
DESCRIPTION OF SERVICES
O’RORKE INC.
Social Marketing/Media Consultant Services
January 1, 2003 through January 31, 2006

Contractor will provide the following social marketing/media consulting services in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

I. Services Supported by Tobacco Master Settlement Agreement Funds

Contractor will to work with the Tobacco Coalition Media Advisory Committee to provide the following:

A. Social Marketing Plan

1. Design and implement a comprehensive social marketing plan in coordination with at least one existing tobacco prevention, enforcement or cessation provider. The plan will include:
 - a. Research on and segmentation of target population.
 - b. Development of media messages.
 - c. Produce materials as needed.
 - d. Consult with the Tobacco Education Coalition (TEC) Media Advisory Committee to determine appropriate media message.
 - e. Provide the TEC Media Advisory Committee with recommendations and options for media placement.
 - f. Place media messages.
 - g. Evaluate media activities.
2. Provide technical assistance to one (1) to three (3) existing community based prevention or cessation provider(s). Technical assistance may include but is not limited to:
 - a. Target market segmentation.
 - b. Message development.
 - c. Materials development (which may include logos, letterhead, brochures and posters).

- d. Production and placement of media materials.
 - e. Evaluate media activities.
 - f. All social marketing and media technical assistance requests will be submitted and approved by the Tobacco Prevention Program contract monitor.
3. Provide technical assistance with the re-authorization of the Tobacco Retailer Permit Ordinance.
- a. Work with the Tobacco Retailer Permit Ordinance Task Force to develop media messages.
 - b. Place and evaluate media plan.

II. Services Supported by Proposition 99 Funds

Provide social marketing and media technical assistance to the Tobacco Prevention Program in support of the following community interventions as required in the Proposition 99 plan: Media must be purchased on or before **January 31, 2006** and placed no later than **February 15, 2006**.

- a. Design and implement a media campaign to raise awareness about the smoke-free bar law or about the tobacco litter law.
- b. Smoke-Free Homes Campaign.
- c. Design and implement a media campaign to raise awareness about tobacco sales to minors in target cities including Pacifica, South San Francisco, and San Mateo.
- d. All social marketing and media technical assistance requests will be submitted and approved by the Tobacco Prevention Program under guidance of the TEC Media Advisory Committee.
- e. Evaluation of Media Activities.
- f. Media campaign to support efforts to strengthen local tobacco retailer license laws.
- g. Media to support local efforts to pass policies prohibiting smoking in outdoor venues and/or events such as parks playgrounds, beaches, fairgrounds, community festivals and other outdoor locations.
- h. Media sponsorship of smoke free events.

- i. Media promotions of countywide tobacco trainings.

III. Services That Support Tobacco Control Laws:

- A. Contractor will provide media to support and encourage enforcement of existing tobacco control laws. Media must be purchased prior to **January 31, 2006** and must be placed in fiscal year **2005-06**. Services may include but are not limited to:
 - 1. Formative research
 - 2. Media development
 - 3. Media placement
- B. Contractor with the input and direction of the Tobacco Education Coalition, Tobacco Prevention Program and the County will provide the following:
 - 1. Law Enforcement Appreciation event to recognize law enforcement officers and agencies enforcing existing tobacco control laws and media publicizing event.
 - 2. Awards.

IV. Additional Media Services

- 1. Contractor will provide media to publicize available tobacco cessation services.

V. Administrative and Reporting Requirements:

Contractor will meet the following administrative and reporting requirements designed to support the activities described in Sections I. and II. of Exhibit A.

- 1. Assure that activities are culture, age and gender sensitive.
- 2. Send a representative to the following programs:
 - a. TPP contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members (optional, as time allows).
 - b. Tobacco education ethnic network, regional or statewide programs, meetings and conferences (optional, as time allows).
- 3. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
 - a. Completed monthly evaluation forms with both qualitative and quantitative responses.

- b. Materials developed during the month (flyers, invitations, programs, etc.).
4. Submit documentation of media spots placed.
5. Submit a written final report no later than **February 15, 2006**.
6. Submit a summary report for all evaluations conducted.
7. Present an oral report at the final TEC Coalition meeting during the contract term.
8. Tobacco Prevention Program staff will conduct two (2) site reviews of Contractor's program.

VI. Outcome Objectives:

Contractor will work collaboratively with Tobacco Prevention Program staff to design and implement a simple method of conducting outcome or impact evaluations that can be completed by June 30, 2004. Increase the number of media messages reaching San Mateo County residents, focusing on three key areas:

- a. Preventing at-risk populations from starting to smoke;
- b. Decreasing tobacco use rates among youth, young adults, adults and the elderly residents of the cities within the County; and
- c. Increasing awareness about health hazards of tobacco usage.
 1. Increase the number of media messages that encourage addicted adult and youth to move towards quitting and market cessation programs, and increase the number of persons contacting cessation resources.
 2. Increase the number of paid media messages and media advocacy strategies that provide information to San Mateo County residents, about compliance with tobacco control laws and publicity about new laws.
 3. Increase media messages targeting San Mateo County residents about the dangers of mainstream and alternative tobacco products, and Environmental Tobacco Smoke (ETS) exposure in homes and cars.

EXHIBIT B (Revision 2)
RATES OF PAYMENT
O’RORKE, INC.

Tobacco Social Marketing/Media Services
January 1, 2003 through January 31, 2006

I. Rates of Payment

In full consideration of the tobacco social marketing/media services provided by Contractor, County shall pay Contractor as follows:

- A. County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor’s approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the tenth (10th) day following the end of the invoiced month in a format approved by the County. All payments under this Agreement must directly support services specified in this Agreement. Of the total amount of TWO HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$227,328), EIGHTEEN THOUSAND NINE HUNDRED EIGHT DOLLARS (\$18,908) is available for Proposition 99 funded services, ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000) is available for Master Settlement Agreement funded services FORTY-THREE THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$43,420) is available for County funded media services.
 - 1. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Section I of Exhibit A.
- B. Total payments to Contractor under this Agreement shall not exceed the maximum contract obligation of TWO HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-EIGHT DOLLARS (\$227,328).
- C. County may terminate this Agreement or a portion of the services referred to in the Exhibit based upon availability of federal, state, or County funds by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.
- D. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that are inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.