

Contract**Amendment No. 1 to Aggregate Contract MA-012-22011273****Between****County of Orange, OC Community Resources****and****Chambers Group, Inc.****For****Invasive Plant Control Services**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Chambers Group, Inc., ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

Recitals

WHEREAS, County and Contractor entered into Contract MA-012-22011273 for Invasive Plant Control Services, effective June 15, 2022, through June 14, 2025, for an Aggregate Total Contract Not to Exceed Amount of \$1,800,000, ("Contract"); and,

WHEREAS, the Parties now desire to Renew the Contract for two years effective June 15, 2025, through June 14, 2027, with a new Total Aggregate Contract Not to Exceed Amount of \$3,000,000; and,

NOW THEREFORE, the Parties agree as follows:

Renewal Amendment

1. Article I. General Terms and Conditions, Section T. Compliance with Laws shall be amended to read in its entirety as follows:

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

2. Article II. Additional Terms and Conditions, Section 2. Term of the Contract shall be amended to read in its entirety as follows:

2. Term of Contract: Contract shall commence on June 15, 2022, through June 14, 2025, and upon execution of all necessary signatures, whichever occurs later, unless otherwise terminated by the County. Contract shall be renewed for two (2) years effective June 15, 2025, through June 14, 2027, unless otherwise terminated as provided herein.

3. Article II. Additional Terms and Conditions, Section 5. Conflict of Interest – Contractor’s Personnel shall be amended to read in its entirety as follows:

5. Conflict of Interest – Contractor’s Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

4. Article II. Additional Terms and Conditions, Section 12. Cooperative Contract, shall be amended to read in their entirety as follows:

12. Cooperative Contract: This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the “Cooperative Program”). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to “indemnify, defend with counsel approved in writing by the County of Orange, California (“County”), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided” under the agreement.. Failure to so include this clause voids the Contract’s extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are

responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

5. Article II. Additional Terms and Conditions, Section 19. Notices, shall be amended to read in their entirety as follows:

19. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Chambers Group, Inc.
Attn: Heather Clayton
3151 Airway Ave., Suite F208,
Costa Mesa, CA 92626
626-216-6821
hclayton@chambersgroupinc.com

County: OC Community Resources
Attn: Matt Major, Natural Resources Program Coordinator
13042 Old Myford Road
Irvine, CA 92602
657-266-4701
matt.major@ocparks.com

Assigned DPA: County of Orange
OC Community Resources, Purchasing and Contract Services
Attn: Shannon Thoene, DPA
601 North Ross Street, 6th Floor
Santa Ana, CA 92701
714-834-2658
shannon.thoene@occr.ocgov.com

7. Article II. Additional Terms and Conditions, Section 27. Aggregate Contract, shall be amended to read in their entirety as follows:

Aggregate Contract: This is an Aggregate Contract with Dudek, Chambers Group, Inc., and Recon Environmental Inc. with an Aggregate Contract Amount not to exceed Six Hundred Thousand Dollars Per Year (\$600,000.00/Per Year) from June 15, 2022, to June 14, 2025. The Aggregate Contract Amount shall not to exceed Six Hundred Forty Thousand Dollars Per Year (\$640,000/Per Year) June 15, 2025, through June 14, 2026. The Aggregate Contract Amount shall not to exceed Six Hundred Fifty Thousand Dollars Per Year (\$650,000/Per Year) June 15, 2026, through June 14, 2027.

8. Attachment B – Payment and Compensation, Section 2. Fees and Charges, Subsection B. shall be amended to read in its entirety as follows:

B. Annual Aggregate Contract Not to Exceed Amount \$600,000 shall be from June 15, 2022, to June 14, 2025. The Aggregate Contract Amount shall not to exceed Six Hundred Forty Thousand Dollars Per Year (\$640,000/Per Year) June 15, 2025, through June 14, 2026. The Aggregate Contract Amount shall not to exceed Six Hundred Fifty Thousand Dollars Per Year (\$650,000/Per Year) June 15, 2026, through June 14, 2027.

9. Attachment B – Payment and Compensation, Section 2. Fees and Charges, Subsection C. shall be amended to read in its entirety as follows:

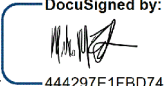
C. Total Aggregate Contract Not to Exceed Amount: \$3,090,000.

10. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

CHAMBERS GROUP, INC.*

By:  _____	By: _____
444297E1FBD743A... Mike McEntee	
Print Name: _____	Print Name: _____
Title: CEO _____	Title: _____
Date: 3/6/25 _____	Date: _____

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

By: _____

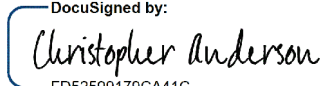
Print Name: _____

Title: Deputy Purchasing Agent

Date: _____

APPROVED AS TO FORM:

County Counsel

By:  _____

FD52599179CA41C...
Deputy
Date: Chris Anderson _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.