

**Amendment No. 1 to  
Contract MA-031-21011799  
with  
PODS Enterprises LLC  
for  
Equipment Storage, Delivery & Pick Up**

This Amendment No. 1 (hereinafter referred to as “Amendment No. 1”) to Contract MA-031-21011799 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, (hereinafter referred to as “County”) and PODS Enterprises LLC, with a place of business at 13535 Feather Sound Dr., Clearwater, FL 33762-2259 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposal (RFP) for Equipment Storage, Delivery & Pick Up and represented that its proposed goods and services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, the Parties executed Contract MA-031-21011799 (hereinafter referred to as “Contract”) for Equipment Storage, Delivery & Pick Up, effective August 10, 2021, through and including August 9, 2024, in an amount not to exceed \$1,740,000; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for a two-year term, effective August 10, 2024, through and including August 9, 2026, and to amend Attachment A; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

1. The Contract is renewed for a term of two (2) years, effective August 10, 2024 through August 9, 2026, in an amount not to exceed \$1,160,000 for the renewal term, for a revised total amount not to exceed \$2,900,000.
2. Additional Terms and Conditions, Paragraph 2, Term of Contract, of the Contract is deleted in its entirety and replaced with the following:
  2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue through and including August 9, 2026, unless otherwise terminated by County.
3. Additional Terms and Conditions, Paragraph 3, Renewal, of the Contract is deleted in its entirety and replaced with the following:
  3. **Renewal:** This Contract is non-renewable.
4. Attachment A, Scope of Work, of the Contract is deleted in its entirety and replaced with Attachment A, Scope of Work, attached hereto.

5. This Amendment No. 1 modifies the Contract, including all previous amendments, only as expressly set forth herein. Except as amended herein, all other terms and conditions of the Contract, including all previous amendments, are incorporated by this reference as if fully set forth herein and shall remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR: PODS ENTERPRISES LLC

Chin Park VP - Commercial

Print Name Title
DocuSigned by: Chin Park
Signature Date
4BDDD426295E418...

Jordon Jones Chief Financial Officer

Print Name Title
DocuSigned by: Jordon Jones
Signature Date
8B902F41549240A...

\* If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) 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 signature to bind the company.

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

Print Name Title

Signature Date

APPROVED AS TO FORM

County Counsel

Brittany McLean Deputy County Counsel

Print Name Title
DocuSigned by: Brittany McLean
Signature Date
71CFE638662E411...

## ATTACHMENT A

### Scope of Work

#### A. Introduction

The Registrar of Voters (ROV) exists to serve the citizens of Orange County by faithfully conducting the election process through which they choose their representatives. The ROV conducts all federal, state, city, and local elections in and for Orange County. Orange County is the 5<sup>th</sup> largest voting jurisdiction in the United States with approximately 1.8 million registered voters. On average, County conducts four (4) elections per year.

Beginning in March of 2020, through the Voter's Choice Act, Senate Bill (SB) 450, County has a new way to vote. Vote Center voting replaced traditional polling place voting offering many enhanced services to voters for an extended voting period instead of just a single election day. Currently these extending voting periods begin up to 11 days throughout Orange County.

SB 450 (§4005) has established a formula to determine the number of Vote Centers required for each election. Currently, counties are instructed to provide one (1) 11-day Vote Center for every 50,000 registered voters and one (1) 4-day Vote Center for every 10,000 registered voters. These parameters may be adjusted in the future via legislation changes.

Thus, County has changed the way equipment is sent and stored at voting locations. County is seeking a Contractor to provide secure, lockable, weather-resistant storage containers and provide pre-election delivery and post-election pick up of the storage container safely and securely to all Vote Centers.

The number of Vote Centers is expected to change. Data from the 2020 Census and voter registration changes, as well as statute changes, will impact the number of Voter Centers needed each election.

The Registrar of Voters office is located at 1300 S. Grand Ave. Bldg. C, Santa Ana, CA 92705.

#### B. Contractor Requirements

Contractor shall provide all labor, materials, tools, and equipment required to provide goods and services as further described below:

1. Contractor shall ensure timely delivery of all storage containers to County for loading of equipment.
  - i. Containers shall be adequate to hold the following equipment:
    - Standard Equipment (see Attachment D for pictures)
      1. Metal Carts
      2. Stanchions
      3. A-Frames
      4. Sign Packages
      5. Black Wheeled Container
      6. Cardboard Boxes
      7. Folding Cart
      8. Wood Ramp
    - Additional Equipment (See Attachment E for pictures)
      1. ADA Equipment, if necessary

- a. Folding Tables
- b. Chairs
- c. Ramps
- d. Mats
- e. Signage
- f. Cones

Other Equipment, if necessary

1. Canopy
  2. Canopy Weights
  - ii. Container shall have at least 292.5 cubic feet.
  - iii. Container shall accommodate items 83 inches high.
  - iv. Container shall be able to accommodate approximately 1300 lbs. of equipment.
  - v. Container shall have tie down hooks or other means to secure contents.
  - vi. Container shall have mechanism for County to secure the container with County provided padlock.
2. Contractor shall ensure timely and accurate delivery of all equipment to the Vote Center sites.
    - i. Contractor will have between one (1) to five (5) calendar days (based solely on the needs of County) to deliver the container to sites across Orange County per the scheduled provided. It is anticipated that a major election will require 180-200 containers.
      1. Contractor shall provide County with the delivery schedule no later than seven (7) business days prior to the anticipated delivery date.
    - ii. Contractor shall ensure the correct container is delivered to the correct corresponding Vote Center site.
      1. County requires the option for Contractor to provide County with a delivery confirmation for each delivery.
3. Contractor shall ensure timely pick-up from Vote Center Sites to return equipment to County for unloading. Pick up of containers can begin the second post-election day.
    - i. Contractor shall have one (1) to five (5) calendar days to return all containers to County post-election.
4. Contractor shall pick-up empty containers from County at the designated time and date once County staff has unloaded all equipment.
    - i. Contractor shall have the ability to extend the rental period as needed to support the operational needs of County on short notice.
5. County requires the option for Contractor to provide on-site services in order to support County with moving storage containers.
    - i. Contractor to provide equipment and personnel to move containers around ROV's site as needed to allow for loading and unloading in instance that require 31 or more containers at no additional charge.
6. Contractor shall fully comply with the security requirements of County and will immediately report any attempt to interfere with the election equipment or delivery process to the County's Project Manager.

7. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
8. **Contractor Personnel – Uniforms/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.  
  
All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) calendar days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes in this procedure.
9. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this contract.
10. Contractor's minimum standard for responsiveness to County is a same day response. During the project execution, key staff are also accessible afterhours and on weekends as needed. All Contractor key staff's mobile numbers will be provided to County's Project Manager.

### C. County Responsibilities

1. County shall load and unload all equipment in and out of the container.
2. Thirty (30) calendar days prior to each election's voting period, County shall provide Contractor with the addresses for all Voter Center sites once all sites have been finalized by County.
3. County shall secure each container with locks and other security seals.
4. Container numbers are assigned by County as they are loaded by County. County will update the database to reflect container assignment. Contractor will coordinate updated assignments in their routing system.