

**AMENDMENT NUMBER ONE
TO CONTRACT NUMBER MA-012-19011945
WITH JAMES PRODUCTIONS, INC.
FOR
SHORELINE FISHING AT IRVINE LAKE**

This Amendment to Contract MA-012-19011945 herein referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources, OC Parks, a political subdivision of the State of California, hereinafter referred to as "County" and James Productions, Inc., with a place of business at 1116 North Olive Street, Anaheim, CA 92801, hereinafter referred to as "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 Number MA-012-19011945 hereinafter referred to as "Contract", for Preparing County Property for Shoreline Fishing at Irvine Lake commencing on June 25, 2019 through and including June 24, 2020, in an amount not to exceed \$526,120.00; and

WHEREAS, Parties now desire to extend Contract expiration date and increase Contract; and

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

ARTICLES

1. Revise Articles, Section 18, Notices, to delete the existing "County" addressee, address and contact information and replace it with the following:

"County: County of Orange
OC Community Resources, Purchasing and Contract Services
Attn.: Hong Lin
601 North Ross St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 973-6636
Email: Hong.Lin@ocparks.com"

2. Replace Attachment A of Contract with Attachment A-1 to this Amendment.
3. Replace Attachment B of Contract with Attachment B-1 to this Amendment.
4. Pursuant to Attachment A-1, the Contract expiration date shall be amended to be June 30, 2021, with an additional \$490,520.00, for a new Not to Exceed total of \$1,016,640.00.

5. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

James Productions, Inc.*

** If the 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.

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.

Garrett B James
Print Name

President
Title

DocuSigned by:

8D302FC96E6C4FF...
Signature

6/5/2020
Date

APPROVED AS TO FORM:

County Counsel

COUNTY OF ORANGE

A political subdivision of State of California

By 
E37B17B10E5B43F...
Signature

6/5/2020
Date

Signature
F.I. Tuiteleapaga
Print Name
Procurement Manager
Title
Date

ATTACHMENT A-1
SCOPE OF WORK

IRVINE LAKE FISHING SCOPE OF WORK
James Productions, Inc.

PURPOSE: To prepare and use County property for shoreline fishing at Irvine Lake by the general public.

TERM: Effective as of June 25, 2020 and coterminous with County's license ("License") for shoreline fishing with Serrano Water District and Irvine Ranch Water District dated June 8, 2020, if not otherwise terminated earlier pursuant to the terms and conditions of this agreement.

AVAILABILITY: Lake will be open for parking at 6:30 AM and fishing from 7AM – 4PM three (3) days a week. (Friday to Sunday).

Fishing by the general public shall be limited to shoreline areas as defined within the License, tentatively scheduled to take place across the earth bridge (trout island) to the gate on the east side of the entrance and to from the shoreline down the cement boat launch behind the storage shed. Additional areas, based on seasonal needs and water level fluctuation, may include areas of the north/west side of the lake. County and vendor will work cooperatively to redefine the areas available for shoreline fishing on an as needed basis, subject to the terms and limitations of the License.

Visitor parking will be located near or around the tackle shop. Visitors will walk to fishing spots as directed by signage posted by vendor.

Visitors shall be limited to **5** total combined for Trout, catfish, bluegill etc. --- All Bass fish are subject to catch and release. No trout catch and release. Carp no limit.

FEES: Fees are based on current approved fee scheduled from OC Parks. County will utilize existing parking vendor, PCI Inc. to collect parking fee per vehicle. Terms and conditions of fees are subject to change at the discretion of County.

COUNTY ASSISTANCE: As needed and deemed appropriate by County, County will assist with shoreline fishing and other services by providing staff support.

Projected Monthly Cost Not to Exceed: \$380,520.00
(breakdown as indicated in Attachment B-1: Compensation/Payment Instructions/Pricing.)

ATTACHMENT A-1
SCOPE OF WORK

I. SERVICE FOR PREPARATION OF COUNTY PROPERTY FOR SHORELINE FISHING

Vendor shall provide the following services in an amount **not to exceed** as listed herein:

1. **Asphalt Repair**

Entrance pothole and apron clean up. (County to supply over all asphalt replace/repair if needed after initial work completed by vendor) \$10,000.00

II. MONTHLY OPERATIONAL COSTS

1. **Weekends Ops Staff**

Based on: Open 3 Days Friday Saturday and Sunday (36 Hour week)

Hours of operation – 7:00am – 4:00pm

Manager, Assistant Manager, 2 Maintenance personnel

3 Security Patrol (boat and shore) Per Month \$14,975.00

2. **Trash Removal**

Two 3-yard Bins – Weekly Dump Per Month: \$445.00

30 Trash Cans – Placed throughout lake area

3. **Toilets**

16 Toilets – With Tray Per Month: \$1,990.00

2 ADA – Serviced 1 Time Per Week

4. **Miscellaneous Per Month**

Utilities, fuel for boat and truck, repairs Per month \$6,500.00

5. **Monthly Tractor Work**

To ensure roads and parking are clear and fisher persons have access designated shoreline fishing areas Per Month \$1,725.00

6. **Weekly Staffing Overhead**

Office Administration, support staff Etc. office supplies, accounting, transportation, IT Support, etc. Per month \$5,850.00

7. **Internet Connection** Per Month \$225.00

ATTACHMENT B-1**COMPENSATION/PAYMENT INSTRUCTIONS/PRICING**

- I. Compensation:** This is a Contract between the County and Contractor for Irvine Lake Shoreline Fishing.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for providing and performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

Total Contract amount not to exceed \$490,520.00 (four hundred ninety thousand five hundred twenty dollars).

II. Pricing:

	Description	Qty	Amount
1	ASPHALT REPAIR (NOT TO EXCEED \$10,000.00)	1	TBD
2	MONTHLY	12	\$31,710.00
3	INSURANCE (NOT TO EXCEED \$100,000.00)	1	TBD
		Subtotal	\$390,520.00
		Tax	<u>\$n/a</u>
		Total Not To Exceed	<u>\$490,520.00</u>

- III. Payment Terms – Payment in Arrears:** Payment will be net (30) days after receipt of an invoice in a format acceptable to the County, verified and approved by the agency/department and subject to processing requirements of the County. Contractor shall reference Contract number on invoice. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- IV. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- V. Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave

an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County Agency/Department
4. Delivery/service address
5. Contract Number: **MA-012-19011945**
6. Date of Order
7. Product/service description, and prices
8. Contractor's Federal Tax I.D. Number
9. Sales Tax, if applicable
10. Freight/delivery charges, if applicable
11. Total

Billing Address: All invoices must be mailed and bill to:

OC Community Resources
Attn: Accounts Payable
601N Ross Street, 6th Floor
Santa Ana, CA 92701

VI. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VII. Payment (Electronic Funds Transfer (EFT)):

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. I. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.