

**AMENDMENT NO. 3 (RENEWAL)
FOR
STORMWATER EDUCATION AND OUTREACH CAMPAIGN 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 Action Research, a State of California corporation (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-18010124 for Stormwater Education and Outreach Campaign services, effective November 09, 2017, through November 08, 2018, in an amount not to exceed \$500,000 (the “Contract”); and,

WHEREAS, pursuant to Amendment No. 1, the Parties renewed the Contract for one (1) additional year, effective November 09, 2018, through November 08, 2019, in an amount not to exceed \$500,000 and consolidated the Contract’s Conflict of Interest, Change of Ownership/Name, Litigation Status, Conflicts of County Interest provisions; and,

WHEREAS, pursuant to Amendment No. 2, the Parties renewed the Contract for one (1) year, effective November 09, 2019, through November 08, 2020, in an amount not to exceed \$500,000; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year, effective November 09, 2020 through November 08, 2021, with a new Contract Amount not to exceed \$470,000; and,

WHEREAS, the Parties now desire to remove the Child Support Enforcement and amend the Notice and Termination provisions of the Contract; and

WHEREAS, the Parties now desire to amend Attachment B, Sections II and VI; and,

WHEREAS, the Parties now desire to amend Attachment C; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. Article 2 shall be amended to read in its entirety as follows:
 2. **Term of Contract:** This Contract shall be effective November 09, 2020 and shall continue for one (1) year from that date, unless otherwise terminated as provided herein.
2. Article 3 shall be amended to read in its entirety as follows:
 3. **Renewable Annually with Concurrence:** This Contract may be renewed, on an annual basis, by mutual agreement of both Parties for one (1) additional, one (1) year term. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County Board of Supervisors.
3. Article 13 shall be removed and amended to read in its entirety as follows:
 13. **Reserved**

County of Orange, OC Public Works
Action Research

4. Article 21 shall be amended to read in its entirety as follow:
21. **Notices:** Any and all notices, requests demand and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

County: OC Public Works/Environmental Resources
Attn: Andrew McGuire
2301 N. Glassell Street
Orange, CA 92865
Phone: 714-055-0655
Email: andrew.mcguire@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Nicholas Murray, County DPA
601 North Ross Street,
Santa Ana, CA 92701
Phone: 714-667-1659
Email: Nicholas.Murray@ocpw.ocgov.com

5. Article 32 shall be amended to read in its entirety as follows:
32. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County and Contractor has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County or Contractor of its right to terminate the Contract shall relieve County and Contractor of all further obligations. Contractor may terminate this Service Contract immediately if the County shall: (i) generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (ii) commence, or have instituted against it, any proceeding seeking relief, reorganization or arrangement under bankruptcy laws; or (iii) liquidate, dissolve or wind up its business.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.

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6. Attachment B, Section II, Paragraphs A and B shall be amended to read in their entirety as follows:

A. Billable Rates:

Classification/Designation	Hourly Rate
President/Principal	\$185
Director of Research Operations	\$150
Project Director	\$150
Director of Communications	\$150
Conservation Behavior Coordinator	\$100
Strategic Communications Coordinator	\$100
Research Coordinator	\$75
Community Engagement Coordinator	\$75
Content Marketing Coordinator	\$75
Sr. Research Assistant	\$60
Research Assistant	\$50

B. Contract Amount Not To Exceed:\$470,000.00

7. Attachment C shall be amended to read in its entirety as follows:

Key Personnel to perform Contract duties, as needed, at the request of the County:

Name	Classification/Designation	Years of Experience
Jennifer Tabanico	President/Principal	17
Lori Large	Director of Research Operations	23
Joey Schmitt	Project Director	9
Nicolette Canzoneri	Conservation Behavior Coordinator	7
Becky Clarkson	Strategic Communications Coordinator	17
Dani Ballard	Research Coordinator	18
Perla Sandoval	Community Engagement Coordinator	6
Robin Cannedy	Content Marketing Coordinator	10

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager.

The specific individuals will be assigned based on the need and timing of the service/classification required at the County’s request. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.


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8. All other terms and conditions of the Contract shall remain unchanged and with full force and effect.

*County of Orange, OC Public Works
Action Research*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

ACTION RESEARCH,*

By: 
Print Name: Jennifer Tabanico
Title: President
Corporate Officer
Date: 6/17/2020


By: 
Print Name: Jennifer Tabanico
Title: Secretary
Corporate Officer
Date: 6/17/2020

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

By: _____
Print Name: _____
Title: _____
Date: 6/17/2020

APPROVED AS TO FORM:

County Counsel

By  Mark Sanchez
Deputy
Date 6/17/2020

* 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.

ACTION RESEARCH

DELEGATION OF AUTHORITY

BACKGROUND AND PURPOSE

Action Research is engaged in a variety of transactions that require product control over the authorization to execute documents that obligate the Corporation or which otherwise confirm financial or contractual transactions.

This statement lists the document types and corresponding signatories required thereon to authorize the transactions associated with each type of document.

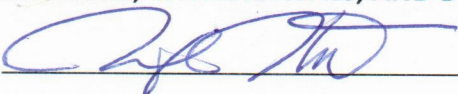
POLICY

The President is authorized to establish written management guidelines consistent with and in implementation of this policy statement, including delegation of authority granted through this policy.

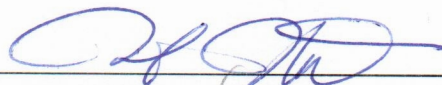
Those with delegated authority may be re-delegated in writing to officers, employees, or agents of the Corporation, with the approval of the President.

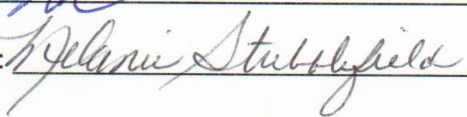
Following is a description for document types and corresponding signatures.

1. BANK ACCOUNT TRANSFERS, WITHDRAWALS, AND DEPOSITS

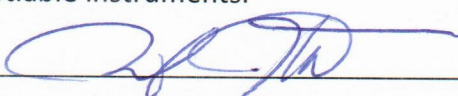
Jennifer Tabanico:  _____

2. CONTRACTUAL DOCUMENTS, including but not limited to agreements, contracts, leases, service agreements, and licenses in the ordinary course of business of the Corporation.

Jennifer Tabanico:  _____

Melanie Stubblefield (as second only):  _____

3. NEGOTIABLE INSTRUMENTS, including but limited to payroll, commercial checks, sight drafts, and other negotiable instruments.

Jennifer Tabanico:  _____

MINUTES OF ANNUAL MEETING OF THE SHAREHOLDERS OF
ACTION RESEARCH
 A CALIFORNIA CORPORATION

The annual meeting of the shareholders of the above named corporation was held as follows:

Time: 1:00 pm **Date:** August 17, 2017
Place: 3630 Ocean Ranch Blvd; Oceanside, CA 92056

The following Shareholder was present representing 100% of the issued and outstanding shares of the Company:

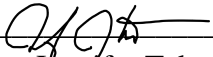
Name of Shareholder	Number of Shares
Jennifer Joan Tabanico	750 (100% of outstanding shares)

1. Jennifer Tabanico presided as Chair of the meeting and also served as Secretary.
2. The Chair called the meeting to order and announced that a quorum was present.
3. The treasurer presented the treasurers report, which stated that the previous taxable year (2016) had a gross receipts total of \$990,806 with a net profit total of \$50,978.

RESOLVED, that the directors and officers of this corporation are authorized and directed to execute and deliver on behalf of this corporation all other documents and take all other actions otherwise required or recommended to carry out the intent of these resolutions.

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, the meeting was adjourned.

Dated: 8-17-2017

Secretary: 
 Jennifer Tabanico
 Sole Shareholder/Chair, Secretary