

**AMENDMENT NUMBER TWO  
TO  
MA-012-16011797  
WITH  
THE ACE AGENCY INC  
FOR  
PUBLIC RELATIONS SERVICES**

This Amendment (hereinafter referred to as "Amendment #2") is made and entered into between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" and The ACE Agency, Inc., with a place of business at 221 N. Sycamore Street., Santa Ana, CA 92701; hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party", or collectively as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposal ("RFP") for public relation services; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, the County and Contractor entered into Contract MA-012-16011797 for Public Relations Services (hereinafter referred to as "Contract"), commencing on April 1, 2016 through and including March 31, 2017; and

**WHEREAS**, the Parties issued "Amendment #1" to Contract MA-012-16011797 for the purposes of revising the contract to reflect the not to exceed threshold amount of \$95,000; and

**WHEREAS**, the County desires to issue Amendment #2 to modify Contract; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

1. **Scope of Contract is REVISED:** This Amendment #2 specifies the revisions made to Scope of Work in the Contract and Amendment #1 by which County will procure and receive goods/services from Contractor as set forth in this Amendment #2, which is attached hereto as Attachment A and incorporated by this reference. Amendment #2 shall replace "Attachment A" in the original Contract and "Attachment A" in Amendment #1.
2. The Contract threshold amount is increased by \$34,167 for the term ending on March 31, 2017, for a new not to exceed amount of \$129,167.
3. **Term of Contract is RENEWED:** The term is renewed for one (1) year, commencing on April 1, 2017 through March 31, 2018, in an amount not to exceed \$300,000. This contract is renewable for three (3) additional, one (1) year term, unless otherwise terminated by either Party according to terms and conditions stated herein.
4. **All other Contract Terms and Conditions remain unchanged:** This Amendment #2 modifies the Contract only as expressly set forth above. This Amendment #2 does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including its Amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date preceding the signature.

**THE ACE AGENCY, INC.\*:**

Ashley Eckenweiler CEO  
Print Name Title

*Ashley Eckenweiler* 12/20/16  
Signature Date

Ashley Eckenweiler CFO  
Print Name Title

*Ashley Eckenweiler* 12/20/16  
Signature Date

\*Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two signatures are required.

1) The document must be signed by two people. One of them must be the chairman of the board, the president or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.

2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

\*\*\*\*\*

**COUNTY OF ORANGE**

A political subdivision of the State of California

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

APPROVED AS TO FORM  
Office of the County Counsel  
Orange County, California

Michael A. Hubbard Deputy County Counsel  
Print Name Title

*Michael A. Hubbard* 12/20/16  
Signature Date

**WRITTEN CONSENT OF THE SOLE DIRECTOR**

**OF**

**THE ACE AGENCY**

**TO CORPORATE ACTION IN LIEU OF HOLDING MEETING**


Pursuant to Section 307(b) of the California Corporations Code and the Bylaws of **THE ACE AGENCY**, a California corporation (the “**Corporation**”), and by the written consent of the sole director of the Corporation, the following resolutions are adopted on behalf of the Corporation in lieu of holding a meeting:

**WHEREAS:** Ashley C. Eckenweiler holds all of the elected offices of the Corporation, namely President, Secretary and Chief Financial Officer;

**NOW, THEREFORE, BE IT RESOLVED:** That Ashley C. Eckenweiler, as President of the Corporation, is empowered and authorized on the Corporation’s behalf to execute any and all documents and instruments binding the Corporation, including without limitation any proposals, contracts and amendment thereto.

**WITNESS** my signature on the date set forth below.

Dated: February 23, 2016

  
\_\_\_\_\_  
Ashley C. Eckenweiler



**CERTIFICATE OF SECRETARY**

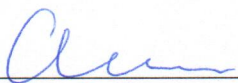
**THE UNDERSIGNED**, as the duly elected and acting Secretary of **THE ACE AGENCY**, a corporation organized and existing under the laws of the State of California (the "**Corporation**"), does hereby certify that (a) the following is a true and correct copy of resolutions duly adopted by the written consent of the sole director of the Corporation on February 23, 2016, (b) the director so acting was duly elected and qualified, and (c) such resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect as of the date of this certificate.

**"WHEREAS:** Ashley C. Eckenweiler holds all of the elected offices of the Corporation, namely President, Secretary and Chief Financial Officer;

**NOW, THEREFORE, BE IT RESOLVED:** That Ashley C. Eckenweiler, as President of the Corporation, is empowered and authorized on the Corporation's behalf to execute any and all documents and instruments binding the Corporation, including without limitation any proposals, contracts and amendment thereto."

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate on the date set forth below.

12/20/16  
Date

  
\_\_\_\_\_  
Ashley C. Eckenweiler, Secretary

**ATTACHMENT A**  
**SCOPE OF WORK**

**A. Introduction**

Contractor will continue to provide public relations for a comprehensive public communications and outreach program for OC Parks which shall include Dana Point Harbor.

OC Parks Mission Statement:

*“As a steward of significant natural and cultural resources, Orange County Parks manages and operates a system of regional parks, beaches, harbors, trails and historic sites that are places of recreation and enduring value.”*

**B. Background**

On June 14, 2016, the Board approved the reorganization of OC Dana Point Harbor (OCDPH) into OC Parks. This facility includes marinas; yacht clubs; boating, sailing, and cruise services; fishing; lodging; shops; restaurants; and meeting and event spaces. The Harbor also regularly hosts large-scale events such as the Boat Parade, Festival of Whales and Fourth of July Extravaganza.

As a standalone department, OCDPH did not assign staff to fulfill a Public Information Officer or event coordinator role. Since the reorganization, OC Parks staff have identified a need to provide marketing and support services for the numerous events conducted at the Harbor as well as the businesses operating in the Harbor that generate revenue for the County. During the period of July 1, 2015 to June 30, 2017, these businesses generated approximately \$25 million in revenue, and the events attracted tens of thousands of visitors to the Harbor and fostered positive publicity, valuable public interactions and community building opportunities. Additionally, OC Parks is in the process of seeking proposals for a major revitalization effort in the Harbor, and resources to assist staff with outreach and providing information to the public is also needed.

OC Parks also operates and maintains 60,000 acres of parks and open space, 19 Regional Parks and 4 miles of beaches.

OC Parks needs to reach out to residents and their children, to educate them about the County park facilities available to them and to tout the fitness and educational benefits its facilities offer. OC Parks is looking for fresh ideas to appeal to residents and visitors of all ages and to grow its customer base.

OC Parks offers a variety of: wilderness hikes; campgrounds; world-class mountain biking; nature centers; nationally-recognized historic sites; fishing; surfing; and the list goes on. Whether a visitor comes to jog or camp; a family holds a reunion at a park or meets friends at the beach, OC Parks offers everything you need to make every day a great one.

**C. Objectives**

The primary objective of this Scope of Work (SOW) is to continue and improve effective communication to OC Parks and Dana Point Harbor customers and residents of and visitors to Orange County. This will be done through press releases, media outreach, and through the development of new strategies and materials to reach as many people as possible. The effectiveness must also be measured through media tracking reports.

**D. Task and Deliverables**

The tasks and deliverables shall be consistent with and based upon the objectives listed in Paragraph C “Objectives” above. The scope of work on these services and deliverables is described in the form of tasks below.

Contract will work with OC Parks in support of the Communications Unit’s efforts. These efforts will be executed in conjunction with OC Parks Information Officer by developing press related material, strategizing media communication (both traditional and nontraditional media), media pitching, managing media-related events and activities, and the monitoring and reporting of media communication. The scope of services required are as follows:

- 1. Create and present an annual Communications/Public Relations Plan with measurable outcomes.**
  - a. Identify target messaging.
  - b. Identify and maintain media outlets (traditional and nontraditional).
  - c. Present results in monthly reports using media tracking service.
    - Broadcast, print, Internet news, and social media
    - Impressions and media value
    - Summary of month’s public relations activities.
  - d. Attend required meetings (up to two a month) with OC Parks and Dana Point Harbor stakeholders to report progress and keep PR and marketing efforts on track.
  
- 2. Media Support**
  - a. Identify and maintain relationships with media outlets (traditional and nontraditional) that benefit all OC Parks facilities including Dana Point Harbor.
  - b. Develop and manage list of valuable media sources that will have interest in Dana Point Harbor.
  - c. On-going communication with press to ensure coverage of all OC Parks facilities including Dana Point Harbor.
  - d. Serve as liaison between media and OC Parks when necessary.
  - e. Provide on-site media support and coordination as needed.
  - f. Serve as backup to parks staff as needed.
  
- 3. Press releases and follow-up**
  - a. Write, distribute and follow up on monthly OC Parks event calendar press releases and/or distribute as a monthly newsletter to subscribers (aid with collecting subscribers).
  - b. Write, distribute and follow-up on a maximum of 30 event/announcement press releases annually.
  
- 4. Photography services**
  - a. Provide photography services as needed for events and other promotional purposes as needed, for a maximum of up to 28 occurrences.
  
- 5. Video shooting and editing**
  - a. Provide video shooting and editing services as needed to produce short (one to three minute) videos for events and other promotional purposes, for a maximum of up to 10 occurrences.

**6. Assistance with website and Social Media**

- a. Manage all aspects of County's role in Dana Point Harbor social media presence. Including:
  - Refresh social media profiles on Facebook, Twitter and Instagram.
  - Develop and execute monthly content calendar for each platform.
  - Event promotions, Harbor news, retailer / tenant updates and promotions, contests, unique behind the scenes look at Dana Point Harbor.
  - Monitor and respond to platform activity.
  - Outreach to like-minded partners and for social opportunities.
  - Cross promote with all tenants, retailers and partners.
- b. Serve as backup to OC Parks staff for social media posts to Facebook, Twitter and Instagram and other sites as needed, for a maximum of up to 24 posts.
- c. Help administer social media-based contests as needed.
- d. DanaPointHarbor.com website refresh to new, updated WordPress operating system.
- e. Migration of content into premium theme framework on fast and secure hosting environment.
- f. Revamp look and feel by updating navigation, header, logo, colors, fonts, plugins, pages etc.
- g. Monthly website support and updates.

**7. Purchasing, designing and placing advertising**

- a. Identify cost-effective advertising opportunities for selected events, then purchase and place the ad.
- b. Included in this, develop social, local and regional advertising campaign to attract visitors to Dana Point Harbor and its activities offered.
- c. Place, execute and manage campaigns.
- d. Develop consistent ad campaign creative.
- e. Print, web and radio.
- f. Develop web and social media profile assets.
- g. Develop templates for email communications.
- h. Profile and cover graphics consistent with website creative.