

**AMENDMENT #5 (RENEWAL)
FOR
STORMWATER EDUCATION AND OUTREACH CAMPAIGN**

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, (hereinafter referred to as “County”) and Barrios & Associates, LLC, dba-Communications Lab, a State of California Limited Liability Company, (hereinafter referred to as “Contractor”), with County and Contractor sometimes individually referred to as (“Party”) or collectively referred to as (“Parties”).

RECITALS

WHEREAS, the County and Roger Faubel Public Affairs, Inc., dba-Faubel Public Affairs, (hereinafter referred to as “Assignor”) entered into Contract MA-080-12010736 for Professional Stormwater Education and Outreach Campaign Services, (hereinafter referred to as “Contract”), effective March 21, 2012 through March 20, 2013, in the amount of \$500,000.00; and,

WHEREAS, County and Assignor issued Amendment #1 to incorporate Task Order Numbers 9 through 13; and,

WHEREAS, County and Assignor issued Amendment #2 to renew Contract for one additional year, effective March 21, 2013 through March 20, 2014; and,

WHEREAS, County, Assignor issued Amendment #3 to incorporate Task Order Numbers 14 through 20; and,

WHEREAS, County, Assignor and Contractor entered into an Assignment, Novation and Consent Agreement, effective March 21, 2014, with therein Contractor taking over all rights and obligations of Assignor pursuant to the Contract; and,

WHEREAS, County, Assignor issued Amendment #4 to renew the Contract for one (1) additional year and to modify the terms and conditions to add expenditure limit clause in accordance with department policy, effective March 21, 2014 through March 20, 2015, in the amount of \$500,000.00 ; and,

WHEREAS, County and Contractor now desire to renew Contract for two (2) additional years, amend and attach a fully revised Attachment B; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. The term of the Contract shall be renewed for a period of two (2) years effective March 21, 2015 through March 20, 2017, in the amount of \$1,000,000; \$500,000.00 annually.
2. Article “2. Term” of the Contract shall be amended to read in its entirety as follows:
 2. **Term:** Contract shall be effective March 21, 2015 and shall continue for two years from that date, unless otherwise terminated as provided herein.
3. Section II of Attachment B “Contractor’s Pricing” shall be fully revised to incorporate “Time and Material” pricing and remove “Task Fees” pricing.
A fully revised Attachment B “Contractor’s Pricing” has been attached and incorporated herein.
4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

County of Orange, OC Public Works
Barrios & Associates, LLC, dba-Communications Lab

MA-080-12010736

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

BARRIOS & ASSOCIATES, LLC, dba-COMMUNICATIONS LAB*
a Limited Liability Company

By 

Print
Name Arianna Barrios

Title Chief Executive Officer
Corporate Officer

Date January 5, 2014

By 

Print
Name Brian Lochrie

Title President
Corporate Officer

Date January 5, 2014

COUNTY OF ORANGE
a political subdivision of the State of California


By _____

Print
Name _____

Title Deputy Purchasing Agent

Date _____

APPROVED AS TO FORM:

County Counsel
By 

Deputy

Date 1.5.15

* 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.

CONTRACTOR’S PRICING

I. COMPENSATION: This Contract between the County and Contractor for Professional Services, as set forth in Attachment A, “Scope of Work”.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes 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. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed hourly rates specified herein unless authorized by amendment in accordance with Articles 15 and 30 of the County Contract Terms and Conditions, which may require approval by the Orange County Board of Supervisors.**

II. FEES AND CHARGES: County will pay the following fees in accordance with the provisions of this Contract.

A. Classification Rates:

Classification	Hourly Rate
Project Manager	\$185
Creative Director	\$175
Account Manager	\$175
Account Executive	\$150
Web Coordinator	\$150
Graphic Designer	\$150
Web Developer	\$125
Data Analyst	\$125
Project Coordinator	\$125
Outreach Specialist	\$100
Business Manager	\$100

B. Total Contract Amount shall not exceed \$ 500,000.00

III. PRICE INCREASES/DECREASES: No price increases other than those listed above, will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR'S EXPENSE: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. PAYMENT TERMS: Invoices are to be submitted in arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

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.

VII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- A.** Contractor's name and address
- B.** Contractor's remittance address, if different from (A), above
- C.** Name of County agency/department
- D.** Delivery/service address
- E.** Contract number
- F.** Service Date
- G.** Description of Services
- H.** Total
- I.** Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Watersheds
Attn: Christy Suppes
2301 N. Glassell St.
Orange, CA 92865-2773