

County of Orange, OC Community Resources
RSG, Inc.,

MA-012-16010354

AMENDMENT #4 5
CONTRACT MA-012-16010354
FOR
TECHNICAL ASSISTANCE HOUSING DEVELOPMENT

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 RSG, Inc., with a place of business at 17872 Gillette Ave., Ste. 350, Irvine, CA 92614, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

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RECITALS

WHEREAS, County and Contractor entered into Contract MA-012-16010354 for Technical Assistance Housing Development, effective 9/1/2015 through 8/31/2016, in the amount of \$75,000.00, (hereinafter referred to as "Contract"); and,

WHEREAS, the County executed Amendment 1 to Contract MA-012-16010354, to renew for additional period of one year for its second year, effective 9/1/2016 through and including 8/31/2017, in the amount of \$75,000.00; and,

WHEREAS, the County executed Amendment 2 to Contract MA-012-16010354 to increase contract amount for the term, effective 9/1/2016 through and including 8/31/2017 with a not to exceed amount of \$95,000.00; and

WHEREAS, the County executed Amendment 3 to Contract MA-012-16010354, to renew for additional period of one year for its third year, effective 9/1/2017 through and including 8/31/2018, in the amount of \$75,000.00; and incorporate revised Paragraph P – Insurance Provisions; and,

WHEREAS, the County executed Amendment 4 to Contract MA-012-16010354, to renew for additional period of one year for its fourth year, effective 9/1/2018 through and including 8/31/2019, in the amount of \$75,000.00; and incorporated County Branding Requirement language; and

~~WHEREAS, both Parties now desire to renew the Contract for one (1) additional year, and to incorporate County Branding Requirement; and,~~

WHEREAS, both Parties now desire to increase the Contract amount for the Contract that is currently in effect which runs from 9/1/2018 through and including 8/31/2019, by \$125,000.00 for the provision of additional technical hours in support of increased housing development activities during the remaining months of the Contract as set out in Attachment B – Compensation/Payment Instructions and to incorporate Change of Ownership/Name, Litigation Status, Conflicts with County Interests language;

NOW THEREFORE, the Parties agree as follows:

ARTICLES

~~1. The term of the Contract shall be renewed for a period of one (1) year effective 9/1/2018 through 8/31/2019, in the amount of \$75,000.00,~~

~~2. Article "2. Term" of the Contract shall be amended to read in its entirety as follows:~~

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~~2. **Term:** Contract shall be effective 9/1/2018 and shall continue for one year from that date, unless otherwise terminated as provided herein. This Contract may be renewed upon expiration of the initial term, for one (1) additional year, upon mutual agreement of both parties. The County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.~~

~~3. **County Branding Requirement – Publicity, Literature, Advertisements and Social Media:**~~

~~A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.~~

~~B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:~~

~~1. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Administrator/assigned Deputy Purchasing Agent;~~

~~2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, he information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];~~

~~3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:~~

~~a. any commercial product or service; and,~~

~~b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,~~

~~4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/eo/cio/govpolicies>.~~

~~3.~~ 1. Increase annual contract amount by \$125,000.00 effective 9/1/2018 through 8/31/2019, with a new not to exceed amount of \$200,000.00.

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~~2.~~ 2. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

3. Except as otherwise expressly set forth herein, all terms and conditions contained in the original Master Agreement, including its renewals and amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect

*County of Orange, OC Community Resources
RSG, Inc.,*

MA-012-16010354

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

RSG, INC.*

By _____
Print
Name _____
Title _____
Corporate Officer
Date _____

By _____
Print
Name _____
Title _____
Corporate Officer
Date _____

COUNTY OF ORANGE

a political subdivision of the State of California

By _____
Print
Name _____
Title _____
Date _____

* 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.