



AMENDMENT NUMBER THREE
TO
CONTRACT NUMBER
MA-299-21011236
WITH
PROJECT PARTNERS, INC.
FOR
PROFESSIONAL TECHNICAL SUPPORT SERVICES

THIS Amendment Number Three (“**Amendment**”) to Contract Number MA-299-21011236 for Professional Technical Support Services (“**Contract**”) 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 through its OC Waste & Recycling Department, (“**County**”) and Project Partners, Inc., (“**Contractor**”) with a place of business located at 23195 La Cadena Drive Suite 101, Laguna Hills, CA 92653. County and Contractor are sometimes referred to individually as “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, County and Contractor entered into Contract Number MA-299-21011236 for Professional Technical Support Services for three years, effective April 28, 2021 through April 27, 2024, in an amount not to exceed \$2,250,000, renewable two additional one-year terms, with unused funds to rollover each year; and

WHEREAS, on January 11, 2023 County issued Amendment Number One to add a labor classification with corresponding Detailed Classification Specifications and hourly rate range to the Contract, with no change to the Contract total; and

WHEREAS, on July 18, 2023 County issued Amendment Number Two to increase Contract funds in the amount of \$2,500,000, effective upon Board of Supervisors approval and execution of all necessary signatures, for a revised cumulative Contract total not to exceed \$4,750,000; and

WHEREAS, County now desires to revise language contained in Attachment A, Scope of Work; Contract Exhibit A-1, Task Authorization Request; Attachment B, Rate Schedule; and Attachment C, Payment Terms and Invoicing Instructions; and renew the Contract for one two-year term, effective April 28, 2024 through April 27, 2026, in the amount of \$4,000,000, for a revised cumulative Contract total not to exceed \$8,750,000, with unused funds to rollover each year;

NOW, THEREFORE, the Parties mutually agree as follows:

1. The following sections contained in Attachment A, Scope of Work, shall be revised as shown in red:

A. CONTRACTOR, CONSULTANTS, SUBCONTRACTORS

Contractor is an independent contractor of OCWR and the County. In addition, Contractor, Contractor’s PM, Consultants, and anyone else working under or for Contractor are not and shall not be considered employees of OCWR nor of the County.

Contractor, Contractor’s PM, Consultants, and anyone else working under or for Contractor will not be eligible to participate in any vacation, medical or life insurance, disability, retirement benefits, or any other fringe benefit or benefit plans offered by OCWR to its employees, and OCWR and the County will not be responsible for withholding or paying any payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers’ compensation insurance on Contractor’s behalf, nor on behalf of Contractor’s PM, Consultants or anyone else working under or for Contractor.

This Contract shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Contractor and OCWR nor between Contractor and the County. Contractor has no authority, and shall not ~~hold~~ represent him or herself ~~out~~ as having authority, to bind OCWR or the County to agreements of any kind, including payment. ~~and Contractor shall not make any agreements or representations on OCWR's behalf nor on the County's behalf. without OCWR's prior written consent.~~

B. WORK ELEMENTS

Task Authorization Requests and Proposals

Upon identifying a need for Services, County will issue a Task Authorization Request per Contract Exhibit A-1. Contractor shall submit a proposal in response to the request to the listed County Task Project Manager (“**Task PM**”) by the due date specified. Proposals shall include all requested information, including the specific work to be performed, the estimated hours of work, and a list of deliverables to be prepared.

Upon review and acceptance of proposal, the Task PM shall authorize proposals with signature, which shall serve as Contractor’s Notice to Proceed. Signed Task Authorizations shall be included with all other supporting documentation per Attachment C when Contractor is submitting invoices.

C. Hours

Consultants may be required to work onsite at any OCWR location(s) stated above. County Task PM shall coordinate working hours with Contractor PM or assigned Consultant. Consultants shall not be allowed access to OCWR facilities outside normal OCWR business hours. **Under no circumstances shall Consultants be authorized to work overtime.** Overtime is defined as exceeding 40 hours in a single workweek, unless Consultant has a 9/80 work schedule, then overtime shall be defined as exceeding 80 hours in a single two-week pay period.

D. Facilities & Office Equipment

When Consultants are performing Services at one of the OCWR facilities listed above, OCWR will provide a workspace for Consultants. When Consultants are performing Services at one of the OCWR facilities listed above, office equipment necessary to complete tasks will be available to Consultants and ~~may~~ can include items such as a desktop computer including hardware and installed software, a desktop telephone and printing capabilities. County will not provide mobile devices (including but not limited to laptops and cell phones) nor accommodations such as specialized keyboard/mouse, headphones, etc. Consultants shall practice standard office protocols when assigned to an OCWR facility.

E. Time Tracking

Contractor shall have Consultants submit timesheets, tracking hours worked on a specific, assigned task. Consultants shall be responsible for tracking start/stop times, breaks and lunch periods and shall be prepared to submit this time tracking documentation upon request by County. Consultant Timesheets shall be submitted as required supporting documentation with invoices per invoicing instructions in Attachment C. The submission of invoices shall be on a regular schedule no greater than monthly.

2. The following sections contained in Contract Exhibit A-1, Task Authorization Request, shall be revised as shown in red:

A. Scope of Work

[TBD—this section shall include a list of duties/services to be provided with anticipated deliverables.]

B. Proposed Work

Describe work to be performed, the estimated hours of work, and a list of deliverables to be prepared.

Please submit proposal to [*County Task PM Name, Title, Email, Phone*] on or before [*Due Date, Time*].

If you have any questions or need additional information, please contact the County Task PM listed above, or [*Alternate County Person Name, Title, Email, Phone*].

[*Name*]

[*Title*]

Attachments:

cc: [*County Project Manager*]
[*Job File*]

3. The following section contained in Attachment B, Rate Schedule, shall be revised as shown in red:

- A. This is an all-inclusive Contract at fixed hourly rates between the County and Contractor for Professional Technical Support Services as specified in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth below as full remuneration for performing all Services and furnishing all staffing, labor, insurance, equipment, tools, materials, overhead, travel including mileage and vehicles, etc. required and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of providing the Services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall not pay any sum in excess of the total Contract amount or hourly rate fees specified below, unless authorized by Amendment in accordance with Sections C and P of County's Terms and Conditions. Under no circumstances shall Consultants be authorized to work overtime, as defined in Attachment A. Classifications and/or Rate dollar amount a Consultant is assigned shall remain unchanged for the term of the Contract, regardless if projects change. Changing Classifications and/or Rates attributed to a Consultant shall only be allowed if Consultant acquires additional professional certifications/degrees and assigned project complexity changes to correlate with the newly acquired professional certification/degree. Contractor shall provide documentation of the Consultant's newly acquired professional certification/degree.

4. The following section contained in Attachment C, Payment Terms and Invoicing Instructions, shall be revised as shown in red:

A. Invoicing Instructions

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Federal Tax I.D. Number
- c. Contractor's Remittance Address
- d. Name of County Department
- e. MA Number MA-299-21011236
- f. Complete Breakdown of Charges, including:
 1. A copy of the employee's time documentation which clearly shows time worked on a particular task;

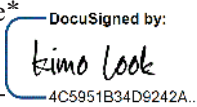
2. The Signed Task Authorization for each task time is allotted ensuring that deliverables are met and hours are accurately accounted for; and
 3. When applicable, documentation proving a Consultant's change in professional certification or degree
- g. Total
5. Contract Number MA-299-21011236 shall be renewed for one two-year term, effective April 28, 2024 through April 27, 2026, in the amount of \$4,000,000, for a revised cumulative Contract total not to exceed \$8,750,000, with unused funds to rollover each year.
 6. Except as amended herein, all other terms and conditions of the Contract shall remain unchanged, in full force and effect.

[Signature page follows]

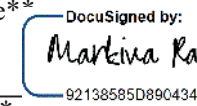
The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PROJECT PARTNERS, INC.*:

**If Contracting party is a corporation the following signature requirement applies: First (1st) signature by the Chairman of the Board, the President or any Vice President.*

Kimo Look	President
Print Name*	Title*
	01/11/2024
Signature*	Date*

***If Contracting party is a corporation the following signature requirement applies: Second (2nd) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

Markiva Raissdana	Chief Financial Office
Print Name**	Title**
	01/16/2024
Signature**	Date**

****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. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.*

County of Orange, a political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM

County Counsel

By  _____
 Paul Albarian, Senior Deputy

Date 01/16/2024 _____