

**AMENDMENT NO.4
TO CONTRACT NO. MA-012-19011945
WITH JAMES PRODUCTIONS, INC.
FOR
SHORELINE FISHING AT IRVINE LAKE**

This Amendment Number Four to Contract MA-012-19011945 herein referred to as “Amendment” is made and entered into as by and between the County of Orange, OC Community Resources, OC Parks, a political subdivision of the State of California (“County”) and , and James Productions, Inc., a California corporation, with a place of business at 1116 North Olive Street, Anaheim, CA 92801 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract Number MA-012-19011945 hereinafter referred to as “Contract”, for Preparing County Property for Shoreline Fishing at Irvine Lake commencing on June 25, 2019 through and including June 24, 2020, in an amount not to exceed \$526,120.00; and,

WHEREAS, Parties executed Amendment Number One to update contact information, extend contract, effective on June 25, 2020 through and including June 30, 2021, in an amount not to exceed \$490,520.00, for a new Not to Exceed total of \$1,016,640.00; and,

WHEREAS, Parties executed Amendment Number Two to update Attachment A, Scope of Work, Attachment B, Compensation/Payment Instructions/Pricing, extend contract, effective on July 1, 2021 through and including June 30, 2022, in an amount not to exceed \$492,020.00, for a new Not to Exceed total of \$1,508,660.00; and,

WHEREAS, Parties executed Amendment Number Three to update Attachment A, Scope of Work, Attachment B, Compensation/Payment Instructions/Pricing, extend contract, effectively on July 1, 2022 through and including June 30, 2023, in an amount not to exceed \$492,020.00, for a Not to Exceed total of \$2,000,680.00; and,

WHEREAS, the Parties now desire to update Attachment A, Scope of Work, Attachment B, Compensation/Payment Instructions/Pricing, extend contract for one (1) additional year and increase contract; and,

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

ARTICLES

1. Effective July 1, 2023, Attachment A, Scope of Work, is replaced in its entirety with Attachment A hereto.
2. Effective July 1, 2023, Attachment B, Payment and Compensation, is replaced in its entirety with Attachment B hereto.
3. Contract shall be extended for one (1) additional year effective July 1, 2023, through and including June 30, 2024, for an additional contract amount not to exceed \$482,020.00, for a total cumulative contract amount of \$2,482,700.00.
4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page to Follow-

ATTACHMENT A**SCOPE OF WORK****IRVINE LAKE FISHING SCOPE OF WORK****James Productions, Inc.**

PURPOSE: To prepare and use County property for shoreline fishing at Irvine Lake by the general public.

TERM: Effective as of July 2021 and coterminous with County's license ("License") for shoreline fishing with Serrano Water District, Irvine Ranch Water District, and The Irvine Company dated July 2021, if not otherwise terminated earlier pursuant to the terms and conditions of this agreement.

AVAILABILITY: Lake will be open for fishing three (3) days a week, 365 days/year, 7AM to 5PM. (Friday to Sunday)

Fishing by the general public shall be limited to shoreline areas as defined within the License, tentatively scheduled to take place across the earth bridge (trout island) to the gate on the east side of the entrance and to from the shoreline down the cement boat launch behind the storage shed. Additional areas, based on seasonal needs and water level fluctuation, may include areas of the north/west side of the lake. County and vendor will work cooperatively to redefine the areas available for shoreline fishing on an as needed basis, subject to the terms and limitations of the License.

Fishing by the general public shall be limited to a maximum occupancy of 225 visitors for shoreline fishing at any given time unless County provides permission to increase that number. County reserves the right to raise or lower the maximum occupancy in its sole discretion.

A California Fishing license will be required of all persons fishing, as required by the State.

Visitor parking will be located near or around the tackle shop. Visitors will walk to fishing spots as directed by signage posted by vendor.

Visitors shall be limited to **5** total combined for Trout, catfish, bluegill etc. --- All Bass fish are subject to catch and release. No trout and catfish catch and release. Carp no limit.

FEES: Fees are based on current approved fee scheduled from OC Parks. County will utilize existing parking vendor, PCI Inc. to collect parking fee per vehicle. Terms and conditions of fees are subject to change at the discretion of County.

COUNTY ASSISTANCE: As needed and deemed appropriate by County, County will assist with shoreline fishing and other services by providing staff support.

Projected Monthly Cost Not to Exceed: \$482,020.00
(breakdown as indicated in Attachment B: Compensation/Payment Instructions/Pricing.)

ATTACHMENT A
SCOPE OF WORK

II. MONTHLY OPERATIONAL COSTS

1. **Weekends Ops Staff**

Based on: Open 3 Days Friday Saturday and Sunday (36 Hour week, 365 days/year)

Hours of operation – 7:00am – 5:00pm

Manager, Assistant Manager, 2 Maintenance personnel

3 Security Patrol (boat and shore) Per Month \$14,975.00

2. **Trash Removal**

Two 3-yard Bins – Weekly Dump per Month: \$445.00

30 Trash Cans – Placed throughout lake area

3. **Toilets**

16 Toilets – With Tray per Month: \$1,990.00

2 ADA – Serviced 1 Time Per Week

4. **Miscellaneous Per Month**

Utilities, fuel for boat and truck, repairs per month \$6,500.00

5. **Monthly Tractor Work**

To ensure roads and parking are clear and fisher persons have access designated shoreline fishing areas Per Month \$1,725.00

6. **Weekly Staffing Overhead**

Office Administration, support staff Etc. office supplies, accounting, transportation, IT Support, etc. Per month \$5,850.00

7. **Internet Connection** Per Month \$350.00

Total Operational Cost \$31,835.00 Monthly

Annual Insurance Not to Exceed \$100,000.00 Annually

ATTACHMENT B**COMPENSATION/PAYMENT INSTRUCTIONS/PRICING****I. Compensation: This is a firm-fixed fee contract between the county and contractor for Irvine Lake Shoreline Fishing at County of Orange, 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 payment for providing and performing all services and furnishing all staffing and materials 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.

CONTRACT SHALL NOT EXCEED: \$2,482,700.00

(Two Million Four Hundred Eighty-Two Thousand Seven Hundred Dollars and Zero Cents)

II. Pricing:

	Description	Qty	Amount
1	<u>MONTHLY</u>	12	\$31,835.00
2	<u>INSURANCE NOT TO EXCEED \$100,000.00</u>	1	\$100,000.00
Subtotal			\$482,020.00
Tax			<u>\$n/a</u>
Total Annual Not to Exceed			\$482,020.00

III. Payment Terms – Payment in Arrears: Payment will be net (30) days after receipt of an invoice in a format acceptable to the County, verified and approved by the agency/department and subject to processing requirements of the County. Contractor shall reference Contract number on invoice. The responsibility for providing an acceptable invoice rest with the Contractor.

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.

IV. Price Increase/Decrease: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, 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.

V. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above

3. Name of County Agency/Department
4. Delivery/service address
5. Contract Number: **MA-012-19011945**
6. Date of Order
7. Product/service description, and prices
8. Contractor's Federal Tax I.D. Number
9. Sales Tax, if applicable
10. Freight/delivery charges, if applicable
11. Total

Billing Address: All invoices must be mailed and bill to:

OC Community Resources
Attn: Accounts Payable
600 N Ross Street, 6th Floor
Santa Ana, CA 92701
Email: einvoice@occr.ocgov.com

- VI.** Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- VII.** Payment (Electronic Funds Transfer (EFT)):

The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. I. To request a form, please contact the agency/department assigned DPA listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.