



AMENDMENT ONE
TO CONTRACT MA-012-23010702
BETWEEN
ORANGE COUNTY COMMUNITY RESOURCES/ OC ANIMAL CARE AND SEAN FULTON
FOR
CONSULTING SERVICES

This Amendment to Contract MA-012-23010702, herein referred to as “Amendment One” is made and entered into upon execution of all necessary signatures between the County of Orange, OC Community Resources (OCCR)/OC Animal Care (OCAC), a political subdivision of the State of California, hereinafter referred to as “County” and Sean Fulton with a place of business at 9931 E. Tumbleweed Ave., Mesa, AZ, 85212, hereinafter referred to as “Contractor” which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

WHEREAS, County and Contractor entered into Contract MA-012-23010702, herein referred to as “Original Contract”, commencing on January 19, 2023, through September 5, 2023, in an amount not to exceed \$75,000; and

WHEREAS, the County now desires to amend the Contract to renew for one additional (1) year term; and

WHEREAS, the County now desires to amend the Contract increase the Not to Exceed amount by \$132,000; and

WHEREAS, the County now desires to amend Articles, Section II, Additional Terms and Conditions No. 11 Notices; and

WHEREAS, the County now desires to amend Attachment A, Scope of Work; and

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

ARTICLES

1. The Contract Term, referenced in Contract Article II (Term of Contract), is extended for one (1) additional year, effective September 6, 2023, through September 5, 2024, and;
2. The Total contract not to exceed amount in Attachment B, Cost and Compensation:

Compensation: This is a, firm fixed–usage Contract between the County and Contractor for Consulting Services as specified 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 called for, and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of services. The Contractor assumes all risks

connected with the services and responsibility for performance of all its duties and obligations hereunder.

Schedule of Fees: County shall pay the following fees in accordance with the provisions of this Contract. Payment of Contractor's invoices shall be as follows:

3. \$57.92 hourly rate

Total contract amount not to exceed \$207,000.

Total contract amount above includes 10% Contingency.

4. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Animal Care
 1630 Victory Rd,
 Tustin, CA 92782
 Contact: Monica Schmidt
 Phone: 714-796-6414
 Email: Monica.Schmidt@occr.ocgov.com

5. Attachment A "Scope of Work", see revised Attachment A "Scope of Work".

ATTACHMENT A
Scope of Work

- I. **Professional Services:** The CONTRACT EMPLOYEE will be responsible for a range of professional service projects and work as requested by the COUNTY. The CONTRACT EMPLOYEE agrees that, he/she shall perform in accordance with this Agreement the following duties and obligations to the best of his/her ability.

The duties and obligations will include, but are not limited to the following:

1. Policies and Procedures. 85% of CONTRACT EMPLOYEE services will be to provide professional services for the analysis of current policies and procedures and the development/update/revision for COUNTY as requested.
 - a. Policy Inventory. Develop and maintain an OCAC Policy Inventory that documents all OCAC policies and procedures and includes critical administrative information such as, but not limited to, policy number, policy title, approval date,

effective date, revision date, review frequency, policy owner, and date of last review.

- b. Policy Inventory Analysis. Utilizing the Policy Inventory, develop a strategic plan of action for the review, revision, creation, update, etc. of policies and procedures which takes into consideration various factors/priorities such as necessity to business needs, age of policies, relevance of policies to current operations, redundancy of policies, etc. This Analysis shall result in a plan of action in which high priority policies and procedures as identified and agreed upon by OCAC, are revised/updated/drafted to the stage of submission.
 - c. Development and Revision of Policies. Develop new and revise current program/administrative/operational policies and procedures for COUNTY as requested. Such activity shall include consultation with applicable staff, counsel, Human Resource Services, Risk Management, or others as appropriate and authorized by COUNTY to develop and finalize policies and procedures for approval, implementation, training and distribution by COUNTY. Utilizing the Policy inventory Analysis, CONTRACT EMPLOYEE will revise/develop policies and procedures of high priority as identified and agreed upon by OCAC, to the stage of submission within the contract period.
 - d. OCAC Policy Administration. Development of a documented procedure, workflow, and applicable resources that will allow for the ongoing review, development, and creation of OCAC Policies by COUNTY staff.
2. California Public Records Act. 15% of CONTRACT EMPLOYEE services will be to provide professional support related to COUNTY compliance in receiving and responding to California Public Records Act (PRA) requests for COUNTY as requested. Consult with applicable staff, counsel, and others as appropriate and as authorized by COUNTY to gather, compile, and transmit potentially responsive records to the Custodian of Records for review, analysis, potential redaction, and release.
 3. Project Management. Assist with managing special project as assigned and requested by COUNTY.

II. Location: CONTRACT EMPLOYEE shall personally provide the services required of him/her via remote work, with an occasional presence on COUNTY property as requested by COUNTY.

III. Availability: To ensure adequate availability and accessibility, CONTRACT EMPLOYEE will maintain regular working hours and availability, as agreed upon by the COUNTY and CONTRACT EMPLOYEE. If CONTRACT EMPLOYEE will be unavailable on a given date or date range, time off shall be requested with COUNTY in advance when practicable.

Deliverables: Shall be measured based on completed work provided to COUNTY as requested. The COUNTY may provide dates for deliverables and the CONTRACT EMPLOYEE will work with the County to meet deliverable timelines.

All other terms and conditions contained in the CONTRACT shall remain unchanged and with full force and effect. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

****Signature Page Follows***

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed Amendment One on the date written above:

SEAN FULTON, LLC*

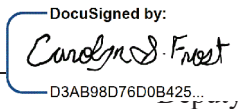
 <p>DocuSigned by: Sean Fulton 0DCA26F226B0499...</p>	Sean Fulton	Individual	7/26/2023
	Name	Title	Date

Signature	Name	Title	Date
-----------	------	-------	------

COUNTY OF ORANGE, A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

	Deputy Purchasing Agent		
Signature	Name	Title	Date

APPROVED AS TO FORM:
County Counsel

By:  _____
DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B425...

Name: Carolyn Frost

Date: 7/26/2023

* 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 signee to bind the corporation.