



Revision to ASR and/or Attachments

2023 SEP -6 AM 8:52
RECEIVED
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: 9/5/23
To: Clerk of the Board of Supervisors
CC: County Executive Office *Fred*
From: Dylan Wright, Director, OC Community Resources *Dylan Wright*
Re: ASR Control #: 23-000636, Meeting Date 9/12/23, Item No. # 19
Subject: Approve Contract Amendment for Short Term Consulting Services for OC Animal Care

Digitally signed by Frank Kim
DN: cn=Frank Kim, ou=County of
Orange, ou=CIO,
email=frank.kim@ocgov.com, c=US
Date: 2023.09.06 08:32:02 -0700

Explanation:

OC Community Resources would like to update the name and terms of the Contract Amendment:

Revised Recommended Action(s)

1. Authorize the County Procurement Officer or Deputized designee to execute Amendment ~~One~~ **Two** to the Contract with Sean Fulton for consulting services for OC Animal Care, to extend the Contract ~~from September 6, 2023~~ **effective upon Board approval, through September 5 November 5, 2024**, and to increase the contract amount by \$132,000 for a new contract total amount not to exceed \$207,000.

Make modifications to the:

- Subject Background Information Summary Financial Impact

Under Background Information, paragraph 2:

OCCR/OCAC administratively executed Contract MA-012-23010702 (Contract) with Sean Fulton on December 9, 2022 to provide short term consulting services for the term of January 19, 2023, through September 5, 2023, for a contract amount not to exceed \$75,000. On August 31, 2023, OCCR/OCAC administratively executed **Amendment One** to the Contract to extend the term of the contract through November 4, 2023.

September 5, 2023

Under Background Information, paragraph 5:

The proposed Amendment ~~One~~ **Two** to the Contract will extend the contract term ~~from September 6, 2023~~ **effective upon Board approval**, through ~~September 5~~ **November 5, 2024**, for a new contract total amount not to exceed \$207,000. Proposed Amendment ~~One~~ **Two** also revises the Contract's original scope of work to focus primarily on reviewing and updating policies and procedures, including the development of a procedure that will allow for the ongoing review, revision and development of OCAC policies and procedures by County staff.

Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A – Amendment Two to Contract Number MA-012-23010702

Attachment B – Contract Number MA-012-23010702 Redline

Attachment C – Contract Summary Form



AMENDMENT TWO
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 Two” 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 Parties executed amendment one to extend the Contract for two (2) additional months, commencing on September 6, 2023 through November 5, 2023; and

WHEREAS, the County now desires to amend the Contract to renew for one (1) additional 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 upon board approval through November 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.

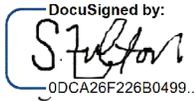
All other terms and conditions contained in the CONTRACT shall remain unchanged and with full force and effect. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference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

SEAN FULTON, LLC*

	Sean Fulton	Individual	8/31/2023
	_____ Name	_____ Title	_____ Date

_____ Signature	_____ Name	_____ Title	_____ Date
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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:  _____
D3AB98D76D0B425...

Name: Carolyn Frost

Date: 8/31/2023

* 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.



AMENDMENT ~~ONE~~TWO
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 Parties executed amendment one to extend the Contract for two (2) additional months, commencing on September 6, 2023 through November 5, 2023; 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 **upon Board approval** ~~September 6, 2023~~, through **November 5** ~~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.

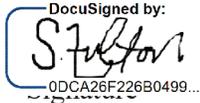
All other terms and conditions contained in the CONTRACT shall remain unchanged and with full force and effect. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract, including any amendments/modifications, are hereby incorporated herein by this reference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

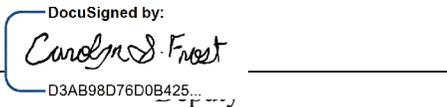
 <p>DocuSigned by: Sean Fulton 0DCA26F226B0499...</p>	Sean Fulton	Individual	7/26/2023
	Name	Title	Date

Signature	Name	Title	Date
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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.

**CONTRACT NUMBER MA-012-23010702
CONSULTANTING SERVICES**

This "Contract" is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources/OC Animal Care, a political subdivision of the State of California, with a place of business at 1630 Victory Rd, Tustin, CA 92782, 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", with County and Contractor, sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference:

Attachment A- Scope of Work

Attachment B- Pricing, Compensation and Payment

RECITALS

WHEREAS, County and Contractor are entering into Contract MA-012-23010702 for the provision of Consulting Services; and

WHEREAS, the Contractor agrees that it is qualified and trained to perform Consulting Services; and

WHEREAS, the Contractor agrees to provide Consulting Services as further set forth in the Scope of Work attach hereto as Attachment A and incorporated herein; and

WHEREAS, the County agrees to pay the Contractor the fees as further set forth in Attachment B, Pricing, Compensation and Payment; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any

additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** *Intentionally left blank*
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** *Intentionally left blank*
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** *Intentionally left blank*
- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

- Q. **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.

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 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.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** *Intentionally left blank.*
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** *Intentionally left blank*

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** *Intentionally left blank*

II. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Consulting Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. ~~**Term of Contract:** This Contract shall commence on January 19, 2023, through September 5, 2023, unless otherwise terminated by County in accordance with the terms of Section K Termination.~~
2. **Term of Contract:** This Contract is extended from November 6, 2023, through November 5, 2024.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.
9. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing

favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

10. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits of this Contract. In the event of a conflict between the Contract documents and any document(s) the Contractor may require to be signed (including, but not limited to, Contractor contract, agreement, and/or memorandum of understanding, etc), the order of precedence shall be the provisions of the Contract documents (i.e. the main body of this Contract, those provisions set forth in the recitals and articles of this Contract and then the attachments and exhibits of this Contract) and then the document(s) required to be signed by the Contractor.
11. **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.

Contractor:	Sean Fulton 9931 E. Tumblewood, Ave. Mesa, AZ 85212 Contact: Sean Fulton Phone: 760-630-9230 Email: Kajealba@hotmail.com
County:	OC Animal Care 1630 Victory Rd, Tustin, CA 92782 Contact: Andi Bernard Monica Schmidt Phone: 714-796-6414 714-796-6414 Email: Andi.Bernard@occr.ocgov.com Monica.Schmidt@occr.ocgov.com
Assigned DPA:	OC Community Resources 601 N Ross St, 6 th Floor Santa Ana, CA 92701 DPA: Isela Martinez Phone: 714-480-2885 Email: Isela.Martinez@occr.ocgov.com

- Signature Page Follows -

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SEAN FULTON *

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

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

Sean Fulton

Print Name

Title

Signature

Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Print Name

Title

Signature

Date

COUNTY OF ORANGE, a political subdivision of the State of California

Isela Martinez

Deputy Purchasing Agent

Print Name

Title

Signature

Date

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 ~~under the classification of Administrative Manager I.~~ 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/revisione 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.
- a. ~~Training Materials. As directed, conduct research and analysis to identify training needs of various sections of the assignment and present such recommendations to COUNTY. Work with applicable staff, counsel, Human Resource Services, or others as appropriate and authorized by COUNTY, to develop training materials as directed.~~
- c. ~~Recruitment and Retention. Facilitate recruitments as deemed necessary by the County including, but not limited to, creating job flyers, developing interview and recruitment questions, coordinating panel members, checking references, conducting~~

~~interviews, and responding to questions. Assist with the development of succession planning and building necessary redundancy into operational practices.~~

~~e. Staff Development. Provide staff coaching, training, and mentoring services specialized to the animal control and municipal shelter environment as directed by COUNTY.~~

2. California Public Records Act. 15% of CONTRACT EMPLOYEE services will be to Pprovide 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.

~~g. Administrative and other Professional Services. Provide administrative and operational program service expertise as requested by COUNTY including but not limited to: operational and organizational assessments, data analysis, evaluating and validating operational reports, program development, providing subject matter expertise related to current and past shelter and animal control practices, coordinating information sharing between various parties (such as the District Attorney and veterinary staff), and staff/management assessments.~~

3. Project Management. Assist with managing special project as assigned and requested by COUNTY.

- I. 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.
- II. 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.
- III. 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.

ATTACHMENT B
PRICING, COMPENSATION AND PAYMENT

- I. Compensation:** This is an ~~all-inclusive~~, firm fixed-~~price~~ ~~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:

- \$57.92 hourly rate

Total contract amount not to exceed \$~~75,000~~ 207,000.

Total contract amount above includes 10% Contingency.

- II. 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.
- III. 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.
- IV. Payment Terms – Invoices/Payment in Arrears:** Invoices are to be submitted in arrears as specified under Section VII – “Billing Instructions”, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. If invoice(s) submitted prior to execution of Contract, County will input Contract number on invoice(s) received. Payment will be net 30 days, unless otherwise directed in this Contract, after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
- V. 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.

VI. Billing Instructions: The Contractor will provide an invoice on the contractor's letterhead for services rendered. 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 codes
4. Agency/department address
5. Contract Number – **MA-012-23010702**
6. Federal Tax I.D. Number
7. Date of service
8. Service Description
9. Total

Billing Address: All invoices shall be billed to:

OC Community Resources
Attn: Accounts Payable
601 N Ross Street, 6th Floor
Santa Ana, CA 92706

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. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

**CONTRACT NUMBER MA-012-23010702
CONSULTANTING SERVICES**

This "Contract" is made and entered into as of the date fully executed by and between the County of Orange, OC Community Resources/OC Animal Care, a political subdivision of the State of California, with a place of business at 1630 Victory Rd, Tustin, CA 92782, 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", with County and Contractor, sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference:

Attachment A- Scope of Work

Attachment B- Pricing, Compensation and Payment

RECITALS

WHEREAS, County and Contractor are entering into Contract MA-012-23010702 for the provision of Consulting Services; and

WHEREAS, the Contractor agrees that it is qualified and trained to perform Consulting Services; and

WHEREAS, the Contractor agrees to provide Consulting Services as further set forth in the Scope of Work attach hereto as Attachment A and incorporated herein; and

WHEREAS, the County agrees to pay the Contractor the fees as further set forth in Attachment B, Pricing, Compensation and Payment; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any

additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** *Intentionally left blank*
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** *Intentionally left blank*
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** *Intentionally left blank*
- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **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.
- 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 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.
- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** *Intentionally left blank.*
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
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Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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2. **Term of Contract:** This Contract is extended for ~~September~~ November 6, 2023, through ~~September~~ November 5, 2024.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.
9. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing

favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

10. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits of this Contract. In the event of a conflict between the Contract documents and any document(s) the Contractor may require to be signed (including, but not limited to, Contractor contract, agreement, and/or memorandum of understanding, etc), the order of precedence shall be the provisions of the Contract documents (i.e. the main body of this Contract, those provisions set forth in the recitals and articles of this Contract and then the attachments and exhibits of this Contract) and then the document(s) required to be signed by the Contractor.
11. **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.

Contractor:	Sean Fulton 9931 E. Tumblewood, Ave. Mesa, AZ 85212 Contact: Sean Fulton Phone: 760-630-9230 Email: Kajealba@hotmail.com
County:	OC Animal Care 1630 Victory Rd, Tustin, CA 92782 Contact: Andi Bernard Monica Schmidt Phone: 714-796-6414 714-796-6414 Email: Andi.Bernard@occr.ocgov.com Monica.Schmidt@occr.ocgov.com
Assigned DPA:	OC Community Resources 601 N Ross St, 6 th Floor Santa Ana, CA 92701 DPA: Isela Martinez Phone: 714-480-2885 Email: Isela.Martinez@occr.ocgov.com

- Signature Page Follows -

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

SEAN FULTON *

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following 1) the Chairman of the Board 2) the President 3) any Vice President.

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

Sean Fulton

Print Name Title

Signature Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Print Name Title

Signature Date

COUNTY OF ORANGE, a political subdivision of the State of California

Isela Martinez Deputy Purchasing Agent

Print Name Title

Signature Date

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 ~~under the classification of Administrative Manager I.~~ 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/revisi~~one 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 Cconsultation 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.~~
- a. ~~Training Materials. As directed, conduct research and analysis to identify training needs of various sections of the assignment and present such recommendations to COUNTY. Work with applicable staff, counsel, Human Resource Services, or others as appropriate and authorized by COUNTY, to develop training materials as directed.-~~
- c. ~~Recruitment and Retention. Facilitate recruitments as deemed necessary by the County including, but not limited to, creating job flyers, developing interview and recruitment questions, coordinating panel members, checking references, conducting interviews, and responding to questions. Assist with the development of succession planning and building necessary redundancy into operational practices.-~~

~~e. **Staff Development.** Provide staff coaching, training, and mentoring services specialized to the animal control and municipal shelter environment as directed by COUNTY.~~

2. California Public Records Act. 15% of CONTRACT EMPLOYEE services will be to Pprovide 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.

~~g. **Administrative and other Professional Services.** Provide administrative and operational program service expertise as requested by COUNTY including but not limited to: operational and organizational assessments, data analysis, evaluating and validating operational reports, program development, providing subject matter expertise related to current and past shelter and animal control practices, coordinating information sharing between various parties (such as the District Attorney and veterinary staff), and staff/management assessments.~~

3. Project Management. Assist with managing special project as assigned and requested by COUNTY.

- I. **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.
- II. **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.
- III. **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.

ATTACHMENT B
PRICING, COMPENSATION AND PAYMENT

- I. Compensation:** This is an ~~all-inclusive~~, firm fixed-~~price~~ ~~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:

- \$57.92 hourly rate

Total contract amount not to exceed ~~\$75,000~~ 207,000.

Total contract amount above includes 10% Contingency.

- II. 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.
- III. 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.
- IV. Payment Terms – Invoices/Payment in Arrears:** Invoices are to be submitted in arrears as specified under Section VII – “Billing Instructions”, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. If invoice(s) submitted prior to execution of Contract, County will input Contract number on invoice(s) received. Payment will be net 30 days, unless otherwise directed in this Contract, after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
- Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
- Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.
- V. 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.

VI. Billing Instructions: The Contractor will provide an invoice on the contractor's letterhead for services rendered. 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 codes
4. Agency/department address
5. Contract Number – **MA-012-23010702**
6. Federal Tax I.D. Number
7. Date of service
8. Service Description
9. Total

Billing Address: All invoices shall be billed to:

OC Community Resources
Attn: Accounts Payable
601 N Ross Street, 6th Floor
Santa Ana, CA 92706

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. To request a form, please contact the agency/department Procurement Buyer listed in the Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Contract Summary Form

OC Expediter Requisition #: 1622372

Sean Fulton

SUMMARY OF SIGNIFICANT CHANGES

1. Term: Contract term extended one year, effective upon Board approval, through November 5, 2024.
2. Costs: Increase the Contract not-to-exceed amount from \$75,000 to \$207,000.
3. Scope of Work: Revised such that 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, and 15% of contract employee services will be to provide professional support related to County compliance in receiving and responding to California Public Records Act requests for County as requested.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

N/A

Contract Summary Form

OC Expediter Requisition #: 1622372

Sean Fulton

SUMMARY OF SIGNIFICANT CHANGES

1. Term: Contract term extended one year, ~~from September 6, 2023~~ effective upon Board approval, through ~~September 5~~ November 5, 2024.
2. Costs: Increase the Contract not-to-exceed amount from \$75,000 to \$207,000.
3. Scope of Work: Revised such that 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, and 15% of contract employee services will be to provide professional support related to County compliance in receiving and responding to California Public Records Act requests for County as requested.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

N/A