

AMENDMENT NUMBER ~~TWO~~-THREE  
TO  
CONTRACT NUMBER MA-060-17011791  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
HELISTREAM INC.

This AMENDMENT NUMBER ~~TWO~~-THREE to Contract number MA-060-17011791 (hereinafter "AMENDMENT NUMBER ~~TWO~~-THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Helistream Inc. (hereinafter "CONTRACTOR") with a place of business at 3000 Airway Avenue, Suite 350, Costa Mesa, CA 92626, with COUNTY and CONTRACTOR sometimes referred to collectively as "Parties," is made and entered upon execution of all necessary signatures.

**RECITALS:**

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Helicopter Flight Instructor Services and Advanced Flight Training on August 1, 2017 as Contract number MA-060-17011791 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of August 1, 2017 through and including July 31, 2019, renewable for three (3) additional one-year consecutive terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 25, 2019, as Contract Number MA-060-19011145 (hereinafter "AMENDMENT NUMBER ONE") for a one year term of August 1, 2019 through and including July 31, 2020, in an amount not to exceed \$205,000; and

WHEREAS, COUNTY and CONTRACTOR amended Paragraph S., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein ( "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on June 10, 2020, as Contract Number MA-060-20011084 for a one year term of August 1, 2020 through and including July 31, 2021, in an amount not to exceed \$205,000 (hereinafter "AMENDMENT NUMBER TWO"); ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of August 1, 2021 through and including July 31, 2022, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/1/17 through and including 7/31/2~~1~~<sup>2</sup>, unless otherwise terminated by COUNTY. The period of 8/1/17 through and including 7/31/19 shall be known as Contract number MA-060-17011791. The period of 8/1/19 through and including 7/31/20 shall be known as Contract number MA-060-19011145. The period of 8/1/20 through and including 7/31/2~~1~~<sup>2</sup> shall be known as Contract number MA-060-20011084. ~~This Contract may not be renewed for one (1) additional one (1) year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew.~~

- b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract may not be renewed.

2. A true and correct copy of the ORIGINAL CONTRACT (~~Contract Number MA-060-17011791~~) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (~~Contract Number MA-060-19011145~~) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.
45. All other provisions of the ORIGINAL CONTRACT, ~~and~~ AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~TWO~~ THREE, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-17011791.

\*Contractor: Helistream Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Helistream Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

County Of Orange

A political subdivision of the State of California



By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

~~Approved by the Board of Supervisors~~ By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-17011791)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-19011145)

**EXHIBIT C**

**AMENDMENT NUMBER TWO (Contract Number MA-060-20011084)**