



**AMENDMENT NUMBER TWO
TO
CONTRACT NUMBER MA-299-19010028
FOR
BIRD ABATEMENT SERVICES FOR NORTH, CENTRAL
& SOUTH REGION LANDFILLS**

This Amendment Number Two (“**Amendment**”) to Contract Number MA-299-19010028 to provide Bird Abatement Services for North, Central & South Region Landfills for OC Waste & Recycling (“**Contract**”) is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, by its OC Waste & Recycling department (“**County**”) and **Airstrike Bird Control, Inc.**, (“**Contractor**”), with a principal office located at 7343 El Camino Real, #325, Atascadero, CA 93422. County and Contractor are collectively referred to as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Bird Abatement Services for North, Central & South Region Landfills (“**Services**”); and

WHEREAS, the County Board of Supervisors authorized the County Purchasing Agent or authorized Deputy to enter into a Contract with Contractor to provide the Services for a three-year period, effective September 20, 2018 through September 19, 2021, in an amount not to exceed \$840,000; and

WHEREAS, County formed Contracts with three (3) Contractor’s, one of which is Airstrike Bird Control and the others of which are Adam’s Falconry Service, LLC and Avian Entertainment, LLC, with each separate Contract containing identical terms, to perform services consistent with these Contract terms and conditions; and

WHEREAS, Contractor agrees to provide Services as more specifically described in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, County agrees to pay Contractor the fees as further set forth in Cost/Compensation for Contractor Services, attached hereto as Attachment C and incorporated herein; and

WHEREAS, County amended the Additional Term and Condition, Number One, Titled Term; and

WHEREAS, County amended Article Q of the County General Terms and Conditions, in its entirety, as follows and incorporated herein:

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 goods and 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; and

WHEREAS, Contractor confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Article Q herein; and

WHEREAS, County renewed the Contract for one year, effective September 20, 2021 through September 19, 2022 in an amount not to exceed \$280,000 for a cumulative Contract amount not to exceed \$1,120,000; and

WHEREAS, County now desires to renew the Contract for one year, effective September 20, 2022 through September 19, 2023 in an amount not to exceed \$300,000 for a cumulative Contract amount not to exceed \$1,420,000;

NOW, THEREFORE, for and in consideration of the professional services and mutual promises to be performed for the County by the Contractor in connection with the Services and the compensation to be paid for such Services and mutual promises by the County, the Parties agree as follows:

1. The Parties hereby agree to renew Contract Number MA-299-19010028 for one year, effective September 20, 2022 through September 19, 2023, in an amount not to exceed \$300,000, for a cumulative Contract total not to exceed \$1,420,000.
2. Except as amended herein, all remaining terms and conditions of the Contract shall remain in full force and effect.

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<https://mail.google.com/mail/u/0/>

respective signatures below.

Airstrike Bird Control, Inc.*:

VALERIE D. Ruggiero Vice President

Print Name

Title

Valerie D. Ruggiero

5/26/2022

Signature

Date

Brad Felger

President/CEO

Print Name

Title

Brad Felger

5/27/2022

Signature

Date

* If the contracting party is a corporation, two (2) 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.

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

Print Name

Title

Signature

Date

APPROVED AS TO FORM:

County Counsel

By Paul Albarian

Paul Albarian, Senior Deputy

Date 06/23/2022

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