

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

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-17011791 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") 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 ~~desires to~~ renewed the ORIGINAL CONTRACT, 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 the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT; and~~

WHEREAS, COUNTY and CONTRACTOR amended Paragraph S., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has 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");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT 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, 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 7/31/20~~1~~, 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 7/31/21 shall be known as Contract number MA-060-20011084. This Contract may be renewed for one (1) ~~two (2)~~ 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. ~~Attachment C, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT is amended in part as follows:~~

~~The maximum amount to be paid to Contractor under this Contract shall not exceed \$205,000.~~

- c. ~~General Terms and Conditions, Paragraph S, Change of Ownership, of the ORIGINAL CONTRACT is amended in its entirety as follows:~~

~~S. **Change of Ownership/Name, Litigation Status, Conflict 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 Contractor 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.~~

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. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO 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



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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)