

AMENDMENT NUMBER ~~ONE~~ TWO  
 TO  
 CONTRACT NUMBER MA-060-17011070  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 HANGAR ONE AVIONICS INC

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-17011070 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Hangar One Avionics Inc., (hereinafter "CONTRACTOR") with a place of business at 2026 Palomar Airport Rd., Carlsbad, CA 92011, 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 Maintenance and Repair to Helicopter Radio Avionics System on December 28, 2016 as Contract number MA-060-17011070 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of December 28, 2016 through and including December 27, 2018, renewable for three (3) additional one year terms; and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended the ORIGINAL CONTRACT on July 17, 2018 to add a miscellaneous clause and increase the Contract not to exceed amount by \$65,000 for a new not to exceed amount of \$235,000 to cover unforeseen repairs (hereinafter 'AMENDMENT NUMBER ONE'); ~~and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in this AMENDMENT NUMBER ONE;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract number MA-060-19010428 for a one (1) year term of December 28, 2018 through and including December 27, 2019 in an amount not to exceed \$150,000 and the CONTRACTOR has agreed to provide those goods/services at the rates set forth in AMENDMENT NUMBER ONE; and

WHEREAS, COUNTY desires to amend 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;

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

1. **ARTICLES**

- a. ~~Attachment B, Pricing, of the ORIGINAL CONTRACT is amended in its entirety as follows:~~

~~**ATTACHMENT B**~~

## **Pricing**

### **SERVICE CHARGES**

~~One (1) hour minimum rate charge.~~

~~Labor hours shall be charged on basis of actual time spent on each job, not on a portal to portal basis, and shall be computed to the nearest one quarter (1/4) hour after the one (1) hour minimum.~~

~~Monday through Friday 8:00 A.M. to 5:00 P.M.(Pacific Time) ————— **\$100.00 per hour**~~

~~After 5:00 P.M. Monday through Friday~~

~~Saturday, Sunday and County holidays\*(overtime/emergency rate) ————— **\$100.00 per hour**~~

~~\*County Holidays:~~

<del>New Years Day</del>	<del>Labor Day</del>
<del>Martin Luther King Jr's. Birthday</del>	<del>Columbus Day</del>
<del>Lincolns' Birthday</del>	<del>Veterans' Day</del>
<del>Presidents Day</del>	<del>Thanksgiving Day</del>
<del>Memorial Day</del>	<del>Day After Thanksgiving</del>
<del>Independence Day</del>	<del>Christmas Day</del>

### **Note:**

- ~~1. The hourly or per call rates shall include all costs for the work to include direct and indirect labor charges, truck, all necessary equipment, tools, overhead, travel, other expenses and all profit.~~
- ~~2. Overtime shall NOT be paid on non-emergency response requests unless specifically authorized by County's Air Support Detail Sergeant or designees at the time the request for service initiated.~~
- ~~3. Repairs or calibrations to the Radio/Avionics, which require shipment to the manufacturer's facilities, shall be invoiced to the County at Contractor's flat rate of Contractor's Cost plus 15% mark up.~~

### **WARRANTY:**

~~Repairs: 90 days for parts and labor~~

~~Overhaul: 6 months for the parts and labor~~

~~New Products: 1 year contingent upon on the manufacturer's warranty of the products. Regardless of manufacturer's warranty, Contractor shall be required to provide all warranties of parts and labor under this Contract. County shall look to Contractor first in the event of defect or repair.~~

### **MATERIAL COSTS:**

~~Contractor's Cost Plus: 15 % mark up~~

~~Parts purchased by the Contractor for repair of the equipment shall be charged the actual cost of the parts (including all applicable taxes) plus the percentage stated above.~~

~~Contractor must submit their cost invoices for parts along with billings to County for payment processing. This requirement is MANDATORY. County shall not process payments for parts without Contractor's cost invoices for parts.~~

~~All replacement parts are to be new and of the same manufacture as equipment being worked upon.~~

~~**Miscellaneous Clause:** Miscellaneous materials may be used from shop inventories without a receipt as long as the total cost of those materials does not exceed 7% of the total, pre-tax invoice amount. Miscellaneous materials shall be clearly identified as such on the invoice.~~

~~Contract not to exceed amount shall not exceed: \$235,000.00~~

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

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/28/16 through and including 12/27/19, unless otherwise terminated by COUNTY. The period of 12/28/16 through and including 12/27/18 shall be known as Contract number MA-060-17011070. The period of 12/28/18 through and including 12/27/19 shall be known as Contract number MA-060-19010428. This Contract may be renewed for two (2) additional one (1) year terms, upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is it required to give Contractor prior notice of its intent not to renew.
- b. Attachment B, Pricing, of the ORIGINAL CONTRACT is amended in part as follows:
 

Contract not to exceed amount shall not exceed: \$150,000
- c. General Terms and Conditions, Paragraph S, Change of Ownership 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-060-17011070) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-17011070) 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-060-17011070

**\*Contractor: Hangar One Avionics Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Contractor: Hangar One Avionics Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

~~\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.~~

*\*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 AS TO FORM  
COUNTY COUNSEL~~

\_\_\_\_\_  
Deputy

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-060-17011070)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-17011070)