

AMENDMENT NUMBER **TWO**
 TO
 CONTRACT MA-060-22010844
 BETWEEN THE
 COUNTY SHERIFF-CORONER DEPARTMENT
 AND
 FM THOMAS AIR CONDITIONING INC

This AMENDMENT NUMBER **TWO** to Contract Number MA-060-22010844 (hereinafter “AMENDMENT NUMBER **TWO**”) between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter “COUNTY”) and FM Thomas Air Conditioning, Inc. (hereinafter “CONTRACTOR”) with a place of business at 231 Gemini Ave., Brea, CA 92821-3704, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract Number MA-060-22010844 on December 29, 2021 for HVAC Variable Frequency Drive (VFD) Services, for a three (3) year term of December 29, 2021 through and including December 28, 2024, in an amount not to exceed \$300,000 renewable for two (2) additional one-year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on October 3, 2023 to revise Additional Terms and Conditions, Article 10 Cooperative Agreement in its entirety (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the not to exceed amount by \$200,000 for a not to exceed amount of \$500,000 for the remainder of the current term due to an increase of repairs needed at various facilities,

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, for a one (1) year term of December 29, 2024, through and including December 28, 2025, in an amount not to exceed \$300,000, and the CONTRACTOR has agreed 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 SHERIFF-CORONER DEPARTMENT and CONTRACTOR agree as follows:

1. ARTICLES

- a. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 – Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from December 29, 2021 through and including December 28, 2025, unless otherwise terminated by COUNTY.

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

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

c. ATTACHMENT B, Compensation and Pricing Provisions, Section 2 – Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

2. Fees and Charges:

Contract Shall Not Exceed \$500,000 for initial three-year term of December 29, 2021 through and including December 28, 2024

Contract Shall Not Exceed \$300,000 for term 12/29/24 through and including 12/28/25

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER **TWO** to ORIGINAL CONTRACT MA-060-22010844.

*Contractor: FM Thomas Air Conditioning Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: FM Thomas Air Conditioning 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