

AMENDMENT NUMBER ~~TWO~~ THREE
 TO
 CONTRACT MA-060-20011952
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 ROTORCRAFT SUPPORT, INC.

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-20011952 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Rotorcraft Support, Inc. (hereinafter referred to as "CONTRACTOR") with a place of business at 16425 Hart St. Van Nuys, CA. 91406-4640, 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 the Purchase and delivery of Original Equipment Manufactured (OEM) Airbus parts, Overhaul, Repair and Exchange of Helicopter Components on August 11, 2020, for a three year term of August 12, 2020 through and including August 11, 2023, in amount not to exceed \$1,200,000. renewable for two (2) additional one year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR amended Attachment B, Compensation and Pricing Provisions of the ORIGINAL CONTRACT on February 15, 2023, to add a miscellaneous clause in an amount not to exceed \$5,000 per unit cost (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY ~~desires to renew the~~ and CONTRACTOR amended the ORIGINAL CONTRACT on August 12, 2023 to renew for a one year term of August 12, 2023 through and including August 11, 2024 in an amount not to exceed \$400,000 (hereinafter "AMENDMENT NUMBER TWO") ~~and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE;~~ and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for the term of August 12, 2024 through and including August 11, 2025 in an amount not to exceed \$400,000 and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT and AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligation set forth herein, County and Contractor agree to amend the Contract as set forth herein:

1. ARTICLES

- a. Additional Terms and Conditions, Section 2. 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 ~~8/12/20~~ August 12, 2020 through and including ~~8/11/24~~

August 11, 2025, unless otherwise terminated by COUNTY.

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

3. Renewal: This Contract is non-renewable ~~may be renewed by mutual written agreement of both Parties for a one (1) year term. 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 Provisoin, of the ORIGINAL CONTRACT is amended in part as follows:

**Contract shall not exceed \$ 400,000 for the term of ~~8/12/2023—8/11/2024~~
August 12, 2024 through and including August 11, 2025**

~~County may purchase miscellaneous items not listed on the OEM from Rotorcraft for the purposes of this Agreement not to exceed \$5,000 per unit cost.~~

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

-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ THREE to Contract MA-060-20011952.

Contractor*: Rotorcraft Support, Inc.

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

Contractor*: Rotorcraft Support, 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