

THIRD AMENDMENT TO THE AGREEMENT FOR HELICOPTER MAINTENANCE SERVICES

This Third Amendment ("Amendment"), dated as of May 3, 2022, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Rotorcraft Support, Inc. a California Corporation, hereinafter referred to as ("Contractor").

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated June 15, 2018, for helicopter maintenance and related services; and

WHEREAS, County and Contractor desire to amend the Agreement to continue services,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Article 2, Payment is hereby deleted in its entirety and replaced with the following language:

For all services and materials required hereunder, Contractor shall be paid in accordance with the rates, terms and provisions set forth in "Exhibit B," attached hereto and incorporated herein by this reference. Total payments to Contractor for services rendered under this Agreement shall not exceed One Million Six Hundred Sixty-Eight Thousand Five Hundred Dollars (\$1,668,500), including the cost of materials as allowed per "Exhibit B," Section A.3.

2. Article 3, Term of Agreement is hereby deleted in its entirety and replaced with the following language:

The term of this Agreement shall be from June 15, 2018 to June 30, 2023 unless terminated earlier in accordance with the provisions of Article 4 of the original agreement. The parties may extend the term of this Agreement beyond June 30, 2023 for two additional one-year periods (until June 30, 2025) through written agreements.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY

EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY
CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective
date.

CONTRACTOR:
Rotorcraft Support, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Jeff Bean, Department Analyst

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
Deputy County Counsel

Date: _____