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AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-24010334
BETWEEN THE
COUNTY OF ORANGE
AND
DFC, INC. DBA ADVANCED HELICOPTER SERVICES

This AMENDMENT NUMBER ONE to Contract number MA-060-24010334 (hereinafter referred to as "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter referred to as "COUNTY"), and DFC, Inc. dba Advanced Helicopter Services for Overhaul and Repair of Aircraft Engines (hereinafter referred to as "CONTRACTOR") with a place of business at 17986 County Road, 94 B, Woodland CA is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract with DFC, Inc. dba Advanced Helicopter Services for Overhaul and Repair of Aircraft Engines on November 18, 2025, for a term of November 18, 2025 through and including November 17, 2028, renewable for two additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT, Additional Terms and Conditions paragraph 30. Subcontracting in part to add a second authorized subcontractor Black Mountain Aviation, LLC and to add Exhibit 1 Lease Agreement and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGNAL 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, paragraph 30. Subcontracting, of the ORIGINAL CONTRACT is amended in part as follows:

      30. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by the Contractor, in whole or in part, without first obtaining the prior express written consent of the County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of the County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

      In the event that the Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

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Authorized Subcontractors

Black Mountain Aviation, LLC
1411 Airport Rd STE 100
Boulder City, NV. 89005-3660

Safran Helicopter Engines USA Inc.
2709 N. Forum Dr.
Grand Prairie, TX. 75052

b. Add Exhibit 1 Lease Agreement to be utilized by County of Orange and Black Mountain Aviation, LLC for the rental of helicopter engines and component parts on an as needed basis. To be signed by Deputy Procurement Agent.

ADVANCED HELICOPTER SERVICES
LEASE AGREEMENT

This Lease Agreement is entered into in Woodland, CA and is made effective as of _____between Advanced Helicopter Services C/O Black Mountain Aviation LLC and Orange County Sheriff ("Lessee").

1. **LEASED EQUIPMENT** Advanced Helicopter Services C/O Black Mountain Aviation LLC. shall supply to Lessee, and Lessee shall lease from Advanced Helicopter Services C/O Black Mountain Aviation LLC. for the purpose described herein below, certain turboshaft engines, modules and accessories, hereinafter referred to as "Equipment", and more particularly described under Lease Equipment as follows:

Leased Equipment:	**Lessee's Property:**
Engine/Module Type:	Engine/Module Type:
Serial Number:	Serial Number:
TSN/TSO:	TSN/TSO:
CSN/CSO:	Reason for Removal
Deposit:	PO #

Advanced Helicopter Services C/O Black Mountain Aviation LLC. shall, at its sole option, furnish newly manufactured, remanufactured or used equipment which shall be deemed to be airworthy.

2. **TERM** This agreement shall be effective as of the date of signature by both Parties and shall remain in full force until Lessee's Property has been repaired and returned to Lessee and Leased Equipment has been returned to Advanced Helicopter Services C/O Black Mountain Aviation LLC. or until terminated in accordance with Article 12 herein below.

3. **FEES** As consideration for the Lease of the Equipment, Lessee shall pay to Advanced Helicopter Services. a Lease amount equal to the aggregate of the following amounts:

a. $ per hour of operation ("Hourly Charge") and $ per each day of this Agreement ("Daily Charge") (collectively referred to as Lease Charges).
b. The Daily Charge shall be calculated from the fifth (5th) day the Equipment is shipped from Advanced Helicopter Services. until five (5) days prior to the date the Equipment is returned to Advanced Helicopter Services.
c. Notwithstanding the foregoing, in the event that Lessee causes a delay in the repair process, then the Daily Charge shall apply to each day of such delay.
d. Lessee shall deliver Lessee's Property to Advanced Helicopter Services. within fifteen (15) calendar days

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of receipt of the Leased Equipment or as per current contract in effect. Lessee is fully responsible for the cost of shipping Lessee's Property to Advanced Helicopter Services. In the event Lessee does not deliver Lessee's Property to Advanced Helicopter Services. within the allotted timeframe, Lessee shall pay a daily fee of

$300.00 (three hundred) USD per day for each day beyond the 15th (fifteenth) day the property is not received at Advanced Helicopter Services., the fee contained in this Section 3.h is in addition to the Lease Charges referenced in Article 3.a. herein above.

e. Lessee shall return Leased Equipment in accordance with Article 7.d. herein below.

f. Prior to execution of this Lease Agreement Advanced Helicopter Services. may require Lessee to pay a deposit in the amount designated in Article 1 above. This deposit shall remain in a non-interest bearing account with Advanced Helicopter Services. until such time as the Leased Equipment has been returned by Lessee to Advanced Helicopter Services., inspected by Advanced Helicopter Services and Lessee has filed all Monthly Operating Reports related to the Leased Equipment whereupon, Advanced Helicopter Services. shall apply such deposit to Lessee's account.

4. INVOICING AND PAYMENT

a. Lessee shall provide Advanced Helicopter Services., by email transmission addressed to engines@advheli.com, on or before the tenth (10th) day of each month, the operating hours and cycles for the Leased Equipment for the immediately preceding month using the Monthly Operating Report, the form of which is attached hereto and made a part hereof as Exhibit 1.

b. In the event that Lessee fails to timely provide the report specified in 4.a. above or fails to accurately report the hours and cycles for the Leased Equipment, Lessee shall be subject to and liable for an additional charge equal to the greater of the amount due based on the accurate report multiplied by 1.5% (one and one-half percent) per month or any portion thereof as of the date the Monthly Operating Report was due or $150.00 (one hundred fifty) USD.

c. Lessee shall pay and bear all federal, state and local sales, use, excise, personal property and other taxes and all governmental assessments, fees and charges imposed on or in connection with any equipment covered by this Lease Agreement. Lessee shall file any necessary returns connected therewith and shall reimburse Advanced Helicopter Services. for any and all such charges paid by Advnaced Helicopter Services. with respect to such taxes, charges and assessments, including any and all charges for interest and penalties resulting from any late filing or payment due to Lessee's fault or negligence.

d. In the event the Lease designated in Article 1 hereinabove is not the result of a claim under warranty, Lessee shall be responsible for any and all costs associated with the shipment of the Leased Equipment, including without limitation, freight, insurance, and transfer charges, from and to Advanced Helicopter Services facility. In the event the Lease designated in Article 1 above is accepted as a repair under warranty, Advanced Helicopter Services. shall be responsible for all costs associated with shipment of Leased Equipment to Lessee's premises.

e. In the event the Lease designated in Article 1 hereinabove is not the result of a valid warranty claim, Lessee shall be responsible for any and all costs associated with the shipment of Lessee's Property and the Leased Equipment, including without limitation, freight, insurance, and transfer charges, to and from Advanced Helicopter Services facility. In the event Lessee's Property, designated in Article 1 above is accepted as a repair under warranty, Advanced Helicopter Services. shall be responsible for all costs associated with return of Lessee's Property to Lessee.

f. Advanced Helicopter Services. shall issue to Lessee an invoice, on a monthly basis, for payment at Lessee's billing address. All amounts due to Advanced Helicopter Services. under this Lease Agreement shall be due and payable to Advanced Helicopter Services. within thirty (30) days following the invoice date. Any amounts not paid when due shall bear interest at the rate of 1.5% (one and one-half percent) per month until paid.

g. Lessee shall remit all payments to Advanced Helicopter Services. at: 17986 County RD 94B, Woodland, CA 95695 or at such other place as Advanced Helicopter Services. may designate in writing.

5. CHANGES OF PRICES, TERMS AND CONDITIONS Advanced Helicopter Services may, at its sole discretion, amend this Lease Agreement or any part thereof, including prices, terms and conditions, upon thirty (30) days prior written notice to Lessee. Lessee may terminate this Lease Agreement upon the effective date of such amendment and upon giving a fifteen (15) days prior written notice to Advanced Helicopter Services. at the address specified in 4.g. above.

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6. OWNERSHIP OF EQUIPMENT

a. This is a Lease Agreement to lease only and shall not in any way be construed as a contract or agreement for the sale of the Leased Equipment.

b. Lessee acknowledges and agrees that Black Mountain Aviation LLC. is the owner of all Leased Equipment leased hereunder, all of which shall remain subject to possession and control by Black Mountain Aviation LLC.

c. Lessee further acknowledges and agrees that it has the possessory right to use and operate the Leased Equipment, which possessory right shall be forfeited upon termination or expiration of this Lease Agreement in any manner.

d. Lessee shall not sell, transfer, sublease or pledge as security any Leased Equipment, or portion thereof, covered by this Lease Agreement and shall neither make nor permit any alterations to the Leased Equipment without the prior written consent of Advanced Helicopter Services / Black Mountain Aviation. Leased equipment is subleased by Advanced Helicopter Services to Lessee..

e. Lessee shall not relocate the Leased Equipment to a site other than that where the Leased Equipment was first delivered under this Agreement without the prior written consent of Advanced Helicopter Services., such consent may be withheld by Advanced Helicopter Services. for any reason whatsoever.

f. Lessee shall provide to Advanced Helicopter Services. prior written notice of any change in the ownership or identity of Lessee. Upon receipt of the written notice regarding a change in ownership or identity, Advanced Helicopter Services. shall have the option of terminating this Lease Agreement.

g. Lessee shall be responsible for all risk of loss to Leased Equipment during the term of this Lease Agreement.

h. Advanced Helicopter Services may substitute equipment of like kind and quality for any of the Leased Equipment leased under this Lease Agreement. Lessee shall afford Advanced Helicopter Services unrestricted access to the Leased Equipment.

7. RETURN OF EQUIPMENT

a. Upon the expiration or termination of this Lease Agreement, Leased Equipment shall be returned forthwith and without delay, in packaging which conforms to the manufacturer's specification for long distance freight, to Advanced Helicopter Services using one of the following shipment options and in accordance with return of Leased Equipment guidelines set forth in this Article:

a.1. Lessee shall ship at its own risk and expense Leased Equipment to Advanced Helicopter Services.;

b. Lessee shall return Leased Equipment in the same condition as when received by Lessee, ordinary wear and tear excepted. Upon return of the Leased Equipment Advanced Helicopter Services. shall inspect said Leased Equipment. In the event Leased Equipment is returned in unsatisfactory condition, Advanced Helicopter Services. shall invoice additional charges to Lessee for any and all costs incurred by Advanced Helicopter Services.

to; (i.) clean, repair and replace any damage to Leased Equipment, (ii.) replacement of any missing parts and (iii.) repair or replacement of any component or accessory.

c. Leased Equipment is leased as complete and acknowledged as such by Lessee. Lessee shall return Leased Equipment in identical configuration.

d. Leased Equipment shall be shipped along with updated logbook or log cards reflecting any and all maintenance and inspections performed, and additional documentation as referenced in Article 7.a, to Advanced Helicopter Services within (10) days following the expiration or termination of this Lease Agreement for any reason. In the event Lessee fails or refuses to do so within this time limit, an amount equal to

$300 (three hundred) per day shall be assessed against Lessee as liquidated damages, and not as a penalty, for each day until Leased Equipment is returned to Advanced Helicopter Services. Leased Equipment must be shipped to Advanced Helicopter Services or available to the freight service for pick-up within the allotted timeframe after receipt of its repaired or overhauled Lessee Property. Beyond this time limit, Lessee shall pay the full Lease Charges, as referenced in Article 3.a. in addition to the $300.00 (three hundred) per day fee.

e. Within 10 hours prior to Lessee removing Leased Equipment from Lessee's aircraft, Lessee shall carry out the following checks in accordance with the applicable manual for Lessee's aircraft/engine:

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i) Ground Run Checks; (ii) Vibration Checks; (iii) FCU or HMU Characteristics Control; and (iv) Power Assurance Check; and (v) Usual checks after last daily flight.

f. Lessee shall record in the logbook (along with Post Rental Checks Form; Exhibit 2) : (i.) power ratings and (ii.) removal entries prior to Leased Equipment removal.

g. Lessee's failure to perform, record and report the power assurance checks and removal entries will result in Lessee being subject to and liable for an additional charge in an amount corresponding to the cost incurred by Advanced Helicopter Services. to perform the necessary checks on SAFRAN HELICOPTER ENGINES USA INC.'s test bench along with any cost incurred to make the engine serviceable.

8. INSURANCE

a. Lessee shall, during the term of this Lease Agreement, provide and maintain All Risk Physical damage Insurance in the amount of full replacement value for all Leased Equipment while in the custody of Lessee or in transit to and from Advanced Helicopter Services & Black Mountain Aviation LLC.. Such insurance is to take effect at the time and place of shipment to Lessee and shall remain in effect until Leased Equipment is returned to Advanced Helicopter Services..

b. Lessee shall, during the term of this Lease Agreement, maintain All Risk Ground and Flight Hull Insurance with respect to Leased Equipment in the amount of full replacement value of the Leased Equipment.

c. Lessee shall, during the term of this Lease Agreement, maintain at all times Aircraft and Bodily Injury and Property Damage Insurance, including Passengers, Combined Single Limit in an amount of at least $5,000,000.00 for Operators with 1 to 5 helicopters; at least $10,000,000.00 for Operators with 6 or more helicopters.

d. Any and all insurance policies required herein shall include the following provisions: (i) all policies must include Advanced Helicopter Services & Black Mountain Aviation LLC., and its affiliate, as additional named insured; (ii) with respect to All Risk Physical Damage And All Risk Ground Flight Hull Insurance, policies are to be endorsed with Loss Payable Clause in favor of Advanced Helicopter Services & Black Mountain Aviation LLC, as its interest may appear; (iii) all policies must provide Contractual Liability Insurance evidencing that coverage is provided as respects the indemnification clause contained in Article 9 herein below; (iv) Lessee and its respective insurance carriers each shall and hereby do waive any rights of subrogation they each may have against Advanced Helicopter Services & Black Mountain Aviation, except where any such claim giving rise to possible subrogation is due solely and directly to the failure of Leased Equipment where such failure is not due to any fault or negligence of the Lessee; (v) the insurance required hereunder shall be primary and not contributing with any insurance carried by Advanced Helicopter Services / Black Mountain Aviation LLC.; (vi) all policies must provide that Advanced helicopter Services. will be given thirty (30) days advance notice of material change in or cancellation of the above coverage; and (vii) in the event of loss, any deductible is to be paid solely by the Lessee.

e. To help expedite and alleviate the burden of obtaining endorsements for each lease agreement; Lessee shall provide, on annual basis and/or at the inception of the new policy, any applicable endorsements that may be necessary for all appropriate policies addressing any Leased Equipment leased from Advanced Helicopter Services. under any lease agreement that is active during the policy period or the fiscal year.

9. INDEMNIFICATION. Lessor agrees to indemnify, defend with counsel approved in writing by Lessee, and hold Lessee, its elected and appointed officials, officers, employees, agents and those special districts and agencies which Lessee's Board of Supervisors acts as the governing Board ("Lessee Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Lessor pursuant to this Contract. If judgment is entered against Lessor and Lessee by a court of competent jurisdiction because of the concurrent active negligence of Lessee or Lessee Indemnitees, Lessor and Lessee agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Lessor of any insurance requirements of obligations created elsewhere in this Contract.

10. OPERATION OF EQUIPMENT

a. Unless otherwise consented to in writing by Advanced Helicopter Services., Lessee shall operate Leased Equipment only in North or Central America.
b. Lessee shall permit only licensed and safe operators of the helicopter containing Leased Equipment.
c. Lessee shall not permit any Leased Equipment to be used in violation of federal, state or municipal statutes, laws, ordinances, rules, regulations, or contrary to the provision of any applicable insurance policy.
d. Lessee shall notify Advanced Helicopter Services. immediately of any and all accidents involving Leased Equipment. Such notice shall be in writing and include full details of the accident and the names and addresses of all parties and witnesses. Lessee shall keep Advanced Helicopter Services. and the insurer fully informed of all claims, suits or proceedings arising out of any accident involving Leased Equipment. Lessee shall forward to insurer and Advanced Helicopter Services. a copy of every demand, notice, summons or other process received in connection with any and all claims, suits or other legal proceedings resulting from an accident involving Leased Equipment leased under this Agreement.

11. REPAIRS AND MAINTENANCE

a. Lessee shall be responsible for all expenses arising out of the operation of the Leased Equipment, including, without limitation, any equipment failures caused by:
   1. Lessee failing to operate Leased Equipment in accordance with the application manual and procedures established by Advanced Helicopter Services.; and
   2. Lessee's failure to properly transport, store, install, maintain, or utilize Leased Equipment in accordance with the current operating recommendation and directions of Advanced Helicopter Services.; and
   3. Leased Equipment suffering damage due to, but not limited to, the following; poor maintenance, erosion, corrosion, overheating, surging, ingestion of foreign object(s) (FOD), hard landing or from the use of maximum contingency rating beyond the maximum limitation.

b. Advanced Helicopter Services. shall invoice Lessee and Lessee shall be liable for and shall pay to Advanced Helicopter Services. all amounts incurred by Advanced Helicopter Services to repair or overhaul Leased Equipment due to any of the above-described causes.

12. TERMINATION

This Lease Agreement may be terminated as follows:

a. Advanced Helicopter Services. may terminate this Lease Agreement without further liability upon written notice to Lessee, with such termination having immediate effect in the event that Lessee fails or refuses to deliver within fifteen (15) days from the date of receipt of Leased Equipment its Lessee Property as described in Article 1 above that is to be repaired or overhauled.
b. Advanced Helicopter Services. may terminate this Lease Agreement without further liability, upon written notice to Lessee, with such termination having immediate effect, in the event that Lessee fails or refuses to provide its authorization to perform such repair or overhaul within thirty
(30) days following its receipt of Advanced Helicopter Services cost estimate for such repair or overhaul of its Lessee Property.
c. Advanced Helicopter Services. may terminate this Lease Agreement without further liability upon written notice to Lessee with such termination having immediate effect, in the event that Lessee breaches any of the terms or conditions of this Lease Agreement or if Advanced Helicopter Services deems the Lease Agreement or the Advanced Helicopter Services ability to recover the Leased Equipment to be in jeopardy.
d. Either party may terminate this Lease Agreement for its own convenience and without further liability, upon thirty (30) days prior written notice to the other party.
e. Upon the expiration or termination of this Lease Agreement, Lessee shall immediately return Leased Equipment to Advanced Helicopter Services. at the location provided by Advanced Helicopter Services. In the event that Lessee fails or refuses to return Leased Equipment within fifteen (15) days, Advanced Helicopter Services may charge a daily late fee of $300.00.

13. NON-ASSIGNABILITY This Lease Agreement is not assignable by the Lessee.

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14. **ATTORNEY'S FEES AND COSTS** Lessee shall pay all costs and expenses relating to enforcement or preservation of Advanced Helicopter Services / Black Mountain Aviation LLC rights under this Lease Agreement, including reasonable attorney's fees.

15. **EXTRAORDINARY RELIEF** Except for the obligation of payment, neither Advanced Helicopter Services nor Lessee shall be liable for non-performance caused by circumstances beyond its control, including but not limited to work stoppages, fire, civil disobedience, riots, rebellions and acts of God.

16. **WARRANTY** Lessor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Lessor's part to indemnify, defend and hold Lessee and its indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Lessee by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

17. **NOTICES** All notices required pursuant to this Lease Agreement shall be mailed to: Advanced Helicopter Services. at its office address, 17986 County RD 94B, Woodland, CA 95695; and to the Lessee at the Lessee's billing address. All notices made pursuant to this Lease Agreement will be effective upon mailing.

18. **SEVERABILITY** If any term or provision of this Lease Agreement or the application thereof shall be invalid or unenforceable, the remainder of the Lease Agreement or the application of such term or provision of the Lease Agreement shall be valid and enforceable to the fullest extent of the law.

19. **BIND SUCCESSORS** This Lease Agreement shall inure to the benefit of and be binding upon the respective parties and their successors in interest, assigns and legal representatives.

20. **ENTIRE AGREEMENT** This instrument shall constitute the entire Lease Agreement between Advanced Helicopter Services / Black Mountain Aviation LLC and Lessee and except as otherwise provided herein, may be amended only by a written amendment executed by both parties. No waiver of any term or condition of this Lease Agreement shall be enforceable unless it shall be in writing signed by the party against which it is sought to enforce. The waiver by either party of a breach of any provision of this Lease Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.

21. **GOVERNING LAW** This Lease Agreement shall be interpreted in accordance with and governed by the laws of the State of California, U.S.A. without regard to its choice of law rules. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

ADVANCED HELICOPTER SERVICES.

Advanced Helicopter Services Signature_____ Lessee Signature_____

DATE:_____DATE: _____

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ADVANCED HELICOPTER SERVICES. LEASE AGREEMENT
MONTHLY OPERATING REPORT

Date: Reporting Month:
Aircraft No.: Engine Model:
Customer Name: Telephone No.:

Engine No. 1		Hours			Cycles		
	S/N	Start	End	Usage	Start	End	Usage
Engine							
MO1							
MO2							
MO3							
MO4							
MO5							

Engine No. 2		Hours			Cycles		
	S/N	Start	End	Usage	Start	End	Usage
Engine							
MO1							
MO2							
MO3							
MO4							
MO5							

THIS FORM MAY BE E-MAILED TO THE FOLLOWING EMAIL ADDRESS: engines@advheli.com.
MONTHLY REPORTS MUST BE RECEIVED BY ADVANCED HELICOPTER SERVICES BY THE 10TH DAY OF EACH MONTH FOR THE PRECEEDING MONTH'S FLIGHT ACTIVITY.

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TM Site Address	Reference: _____

Post Rental Checks

(results to be sent to TURBOMECA)

Customer :

Address : Tel Nbr :
Fax Nbr :

Helicopter Type : TSN :
Serial number :
Registration : TSO :

Engine / Module Type : P/N : S/N :

At installation	Date	TSN	TSO	CSN	CSO	Oil type
At removal	Date	TSN	TSO	CSN	CSO	Oil type

Description of Work:

For stand alone module : power check required for gas generator module only.

1. Ground run in accordance with Maintenance Manual chapter 71.
2. Vibration check in accordance with Maintenance Manual chapter 71
3. Inspection after last flight of the day in accordance with Maintenance Manual chapter 5.
4. Engine power check in accordance with Flight Manual

For Arriel 1 :

1. FCU characteristics check in accordance with Maintenance Manual chapter 73.
2. Rear bearing permeability check in accordance with Maintenance Manual chapter 72

Date: Technician:

-Signature Page to Follow-

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Signature Page

The Parties hereto have executed this AMENDMENT NUMBER ONE to Contract number MA-060-24010334

Contractor*: DFC, Inc. dba Advanced Helicopter Services

By: Signed by: Sparrow Tang C8D963CA28D7472... Title: President

Print Name: Sparrow Tang Date: 9/28/2026 | 16:51:25 PDT

Contractor*: DFC, Inc. dba Advanced Helicopter Services

By: DocuSigned by: Tricia Laustalot FB0F36346DED42A... Title: Chief Financial Officer

Print Name: Tricia Laustalot Date: 9/29/2026 | 10:23:14 PDT

**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

Office of the County Counsel
Orange County, California
By:_____
Deputy DocuSigned by: Christopher Anderson FD52599179CA41C...

Contract MA-060-24010334
with
DFC, Inc. dba Advanced Helicopter Services
for
Overhaul and Repair of Aircraft Engines

This Contract MA-060-24010334 for Overhaul and Repair of Aircraft Engines (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and DFC, Inc. dba Advanced Helicopter Services, with a place of business at 17986 County Road, 94 B, Woodland CA (hereinafter referred to as "Contractor"), with County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Overhaul and Repair of Aircraft Engines under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Overhaul and Repair of Aircraft Engines as set forth herein, and Contractor represented that it is qualified to provide Overhaul and Repair of Aircraft Engines to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Overhaul and Repair of Aircraft Engines to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Overhaul and Repair of Aircraft Engines with the Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

1. Conversion- means the process of changing out several components inside the engine in order to produce more horsepower.
2. Exchange- means when the engine/part is removed from a County aircraft and sent to the Contractor, and a different engine/part (that is fully rebuilt/overhauled and operational) is returned to the County to be placed into the aircraft. An exchange is where the County's core component is taken by a vendor and a different part/component is supplied. The Contractor will then repair/overhaul the core for resale. If the County's core component is not in a condition deemed

acceptable for repair/resale by Contractor, the core may be assigned a nil value and the County must keep the component and complete a new purchase. In the event the Contractor assigns a partial value for a non-compliant core, a revised price will be determined that would be less than a new purchase price, but possible higher than that of an Exchange price.

3. List Less (LL)- is the defined percentage in the price sheet.
4. Not to Exceed- mean not to exceed prices are subject to engines being operated under normal conditions and removed for reason of time expiry for scheduled event (e.g. Overhaul), or for repair if the inherent engine-attributable cause. Removals for repair caused by, or ay costs during repair or overhaul which are a result of, non-engine attributable events are not included in Not-To-Exceed pricing given. Contractor shall not perform work deemed necessary from an "excluded event" without first obtaining the County's written permission.
5. Original Equipment Manufacturer (OEM)- means original equipment manufacturer, an organization that makes devices from component parts bought from other organizations.
6. Overhaul- is when the engine is removed from the County's aircraft, completely rebuilt by Contractor, and the same engine is returned to County to be placed into the aircraft.
7. Repair- means a repair is maintenance provided to the County's existing part and reinstalled.

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any

misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).**

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	**Minimum Limits**
Aviation Commercial General Liability (Including Products Completed Operations and Premises Liability)	$15,000,000 per occurrence $15,000,000 aggregate
Hanger keeper's Liability or Aircraft parts Endorsement covering property while in your care, custody or control.	$3,000,000 single limit
Automobile Liability including coverage for or scheduled, non-owned, and hired vehicles	$5,000,000 combined owned single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Endorsements

The Aviation Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

2) A primary non-contributory endorsement, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***As Required by Written Contract.***

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. 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.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

U. Freight: Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both.

Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; and inclusion of sufficient funding for the services hereunder in the

budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) 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.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a) Terminate the Contract immediately, pursuant to Section K herein;

    b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    c) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor's Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall

include, but not be limited to establishing precautions to prevent 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 Cunty staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential lor actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has any ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide and update to County upon request by County.

8. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.

9. Conflict of Interest – County Personnel: County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

    The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

11. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

12. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

13. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

14. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

15. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

16. Cooperative Contract: Intentionally Removed

17. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

18. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace;

   b. The organization's policy of maintaining a drug-free workplace;

   c. Any available counseling, rehabilitation and employee assistance programs; and

   d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

   a. Will receive a copy of the company's drug-free policy statement; and

   b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

    The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

    The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

    Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

21. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

22. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

23. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

    Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

25. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: DFC, Inc. dba Advanced Helicopter Services
17986 County Road 94B
Woodland, CA. 95695
Attn: Adam Buriss
Ph: 530-669-7115 ext. 211
Email: adam@advheli.com

County: Sheriff-Coroner Department-Air Support Detail
361 Paularino Ave, Hangar 26
Costa Mesa, CA. 92626
Attn: Captain Dylan Jantzen
Ph: 949-249-5271
Email: djantzen@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Crystal Milner
Ph: 714-834-4690
Email: cmilner@ocsheriff.gov

26. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

27. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

28. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or

commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

29. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

30. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by the Contractor, in whole or in part, without first obtaining the prior express written consent of the County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of the County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

    In the event that the Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

    Authorized Subcontractors
    Safran Helicopter Engines USA Inc.
    2709 N. Forum Dr.
    Gran Prairie, TX. 75052

31. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-24010334 for Overhaul and Repair of Aircraft Engines on the dates shown opposite their respective signatures below.

Contractor*: DFC, Inc. dba Advanced Helicopter Services

By: Signed by: Sparrow Tang C8D983CA28D7472... Title: President

Print Name: Sparrow Tang Date: 9/3/2025 | 19:30:55 PDT

Contractor*: DFC, Inc. dba Advanced Helicopter Services

By: DocuSigned by: Tricia Laustalot FB9F36346DED42A... Title: Chief Financial Officer

Print Name: Tricia Laustalot Date: 9/8/2025 | 15:18:08 PDT

**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: Deputy Procurement Agent

Print Name: Olivia Prudencio Date: 11/18/25

Approved by the Board of Supervisors: 11/18/2025

Approved as to Form

Office of the County Counsel
Orange County, California

By: _____ DocuSigned by: B77267510D1E947E...
Deputy

ATTACHMENT A

Scope of Work

1. DESCRIPTION OF SERVICES: Contractor shall provide Overhaul and Repair of Aircraft Engines, Gearboxes, Hoist, Aircraft Specific components and accessories on an as needed basis. Services to include but not limited to inspection, testing, maintenance, parts and components, and rental of aircraft engines.

   A. Contractor shall perform an initial inspection to diagnose the issue. This initial inspection shall include photos and/or a video documenting all possible concerns.
   B. Contractor shall disassemble, clean and inspect each item, as necessary for the diagnosis.
   C. Contractor shall provide a detailed summary of needed work to complete the repair or overhaul to County Project Manager. The summary shall include an itemized list of parts and materials and the photos and/or video documenting the Contractor's concerns.
   D. Contractor shall begin work upon written approval by County Project Manager.
   E. Contractor shall prioritize utilizing brand new manufacturer parts and materials when working on County Aircraft. In the event new manufacturer parts is not an option, Contractor shall provide a recommendation for refurbished or used parts to the County Project Manager along with an explanation as to why new parts are not available. Contractor shall only use refurbished or used parts with County Project Manager approval.
   F. Contractor shall provide aircraft engine rental options at a set rate for the number of days rental is required. The rate should include the cost of shipping to the County of Orange and return shipping back to the facility of origin. Contractor shall provide rental options within five (5) business days of County Project Manager request.
   G. All engines/modules shall be overhauled in accordance with the manufacturer's current Overhauls Manual Specifications.
   H. Engines requiring repair shall be accomplished in accordance with manufacturer's current Maintenance Manual Specifications.
   I. Contractor shall provide a Technical Report after completion of an engines repair and/or overhaul. The report should include but not limited to:
      a.) Conditions of the repaired/overhauled engine and components following a detailed parts inspection.
      b.) Components that have been rejected and cause for rejection.
      c.) In the event the engine has abnormal wear or damage, photos must be submitted to provide additional visual aid of the condition of the engine, gearbox, or component.
      d.) Cost estimate/quote of future repair for approval.

2. CONTRACTOR RESPONSIBILITIES:
   A. Contractor shall maintain the appropriate certifications for aircraft engine overhaul and repair and remain in good standing for these certifications. Contractor shall notify the County if there is any change in its certifications or the certifications of its staff.
   B. Contractor must be a Federal Aviation Administration (FAA) Approved Overhaul and Repair Station in the United States of America and hold the FAA part 145 Repair Station Certificate.
   C. Contractor must provide a copy of their Air Agency Certificate that provides detail of the aircraft repair services and tasks the repair stations is authorized to perform. The certification must include at a minimum authorization to repair the following:

1. Airframe
2. Powerplant
3. Propeller
4. Radio
5. Instrument
6. Accessory

D. Contractor must have a current Airframe and Powerplant certification or Powerplant certification.
E. Contractor and its affiliates/subcontractors must be certified Safran Level 3 and/or 4 overhaul facility and shall utilize affiliates/subcontractors that are Safran, Airbus, Bell, Goodrich, Honeywell, Continental or Lycoming approved overhaul facilities for engine overhauls.
F. Contractor shall assign FAA certified mechanics and technicians to work on the County's aircraft.
G. Contractor's affiliates and subcontractors carrying out any portion of this Scope of Work must hold the FAA Part 145 certification.

3. ADDITIONAL TERMS AND CONDITIONS: Applicable to all helicopters, engines, parts, and components:
   A. Based on a written estimated from Contractor to County, County shall be given the option to determine if a part or component can be overhauled, exchanged, or repaired for less than the list price of a new component.
   B. The County has the sole discretion as to where repairs, installation, inspections, and maintenance will take place. The Contractor's labor estimate shall include all travel costs and must be provided to and approved by the County prior to work being performed. Travel costs shall be based on Federal Travel Regulations and the current GSA per diem reimbursement rates. The parts and components used in the repairs must be authorized as part of the approved quote and do not need to be invoiced as a separate parts list.

   On-site repairs and deliveries shall be to the following location:
   County of Orange Sheriff-Coroner Department-Air Support Detail
   361 Paularino Ave. Hangar 26
   Costa Mesa, CA. 92626
   Attn: Captain Dylan Jantzen

   LIST OF AIRCRAFTS: County currently has the following aircrafts in use:

   a.) Two (2) AS350B3e AStar helicopters equipped with Safran Arriel 2D engines.
   b.) One (1) AS350B2 AStar helicopter equipped with a Safran Arriel 1D1 engine.
   c.) Two (2) UH-1H Bell Huey medium lift helicopters equipped with Honeywell T53-L-703 engines.

   The aircrafts are utilized for the Orange County Sheriff's Department's law enforcement purposes as well as wildland firefighting and search and rescue.

4. HOURS OF OPERATION:

A. Contractor shall provide services during regular business hours of Monday through Friday from 8:00 AM to 5:00 PM. Any work performed outside of normal business hours will require County of Orange Project manager approval.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Overhaul and Repair of Aircraft Engines as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Contractor shall bill a flat rate per hour for labor that includes disassembly, cleaning, inspections, necessary rework, reassembly, balance and testing as required and all cost associated with doing business with the County of Orange.

Payment shall be as follows:

A. Safran Engine:

Line Item	Description	Overhaul Price (not to exceed)	Exchange Price (not to exceed)
1	One (1) Complete engine overhaul	$ 1,070,839.00	$ 1,262,300.00
2	One (1) Fuel Control	$ 62,853.00	$ 75,424.00
	Rental's		
3	Rental of Turbine engine, rate per flying hour	$ 411.10	
4	Rental of turbine engine, monthly rate	$ 7,560.90	
	Part's		
5	Safran Helicopter Engines Parts price based of Manufacturers List price		
6	Percent Discount off Safran Helicopter Engine List Price	3%	
	Repairs		
7	Hourly Labor Rate (work performed at Contractor's facility)	$ 215.00 per hour	
8	Hourly Labor Rate (work performed at County Hangars)	$ 215.00 per hour	
	Warranty		
		Parts	
9	Warranty on engine overhaul repair	365 days	
10	Warranty on engine repair	275 days	

B. Honeywell Engine:

Line Item	Description	
Part's		
1	Honeywell Helicopter Engines Parts price based of Manufacturers List price	0%
2	Percent Discount off Honeywell Helicopter Engine List Price new parts	
Repairs		
3	Hourly Labor Rate (work performed at Contractor's facility)	$215.00 per hour
4	Hourly Labor Rate (work performed at County Hangars)	$215.00 per hour

C. Airbus Helicopters: Overhaul, Repair, Parts and components:

Line Item	Description	Unit Price Discount %	
1	Airbus Helicopter Parts Percentage Discount off Manufacturers List Price	5 %	
Warranty (Stated in Days)			
	Parts		
2	New Parts	365 days	
3	Engine Overhaul	365 days	
4	Engine Repair	274 days	
5	Exchange	274 # of days	365 # of days

D. Bell Original Equipment Manufacturer (OEM): Overhaul, Repair, Parts and Components:

Line Item	Description	Unit Price (Discount %)	
Repairs			
1	Hourly Labor Rate (work performed at Contractor's facility)	$215.00 per hour	
2	Hourly Labor Rate (work performed at County Hangars)	$ 215.00 per hour	

E. Continental Engine: Overhaul, Repair, Parts, Components:

Line Item	Description	Overhaul Price (Not to Exceed)	Exchange Price (Not to Exceed)
Repair			
1	Hourly Labor Rate (work performed at Contractor's facility)	$ 215.00 per hour	
2	Hourly Labor Rate (work performed at County Hangars)	$ 215.00per hour	
Parts			
3	Description	Unti Price Discount %	
5	Continental Engine Parts Percentage Discount off Manufacturers List Price	0%	

F. Lycoming engine: Overhaul, Repair, Parts, Components:

Line Item	Description	Overhaul Price (Not to Exceed)	Exchange Price (Not to Exceed)
Repair			
1	Hourly Labor Rate (work performed at Contractor's facility)	$ 215.00 per hour	
2	Hourly Labor Rate (work performed at County Hangars)	$ 215.00 per hour	
Parts			
3	Lycoming Parts Percentage Discount off Manufacturers List Price	Unit Price (Discounted %)	
4	New Parts	0 %	

G. Miscellaneous Clause: The County may purchase miscellaneous like items not listed above at a not to exceed price of $ 5,000.00 per line item. The Contract terms and conditions contained herein shall apply to these miscellaneous items as if they were specified in the Scope of Work.

H. Shipping & Handling and Freight charges are authorized against this Contract.

I. Orange County Sales Tax is 7.75% (or must current rate) is authorized against this Contract.

J. Tariff Charges:
   a. The Contractor must provide detailed backup documentation that explicitly demonstrates that the tariff was necessary and proof of payment.
   b. Supporting documentation shall include, but not limited to, importer, purchase description and dollar value, tariff rate and amount
   c. Any tariff-related cost must be presented as a separate line item or fee, clearly distinguishable from the Contractor's standard commodity or service pricing.

Contract total value shall not exceed $ 6,750,000.00 (annual not to exceed amount of $2,250,000).

2. Price Increase/Decreases: No price increases will be permitted during the first period of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

3. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

4. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

5. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

   Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

   Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Date of invoice
   h. Product/service description, quantity, and prices
   i. Sales tax, if applicable
   j. Freight/delivery charges, if applicable

k. Total

Invoice and support documentation are to be forwarded to:

Orange County Sheriff-Coroner Department-Air Support Detail
Attn: Captain Dylan Jantzen
361 Paularino Ave, Hangar 26
Costa Mesa, CA. 92626
Email: djantzen@ocsheriff.gov

8. Payment (Electronic Funds Transfer (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

9. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: IFB-060-2518201-CLM

Application or Solicitation Title: Overhaul and Repair of Aircraft Engines

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer within the last 12 months by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ No X

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- o The Applicant Yes___ No ___
- o Subcontractor Yes___ No ___
- o The Applicant's agent/ or lobbyist Yes___ No ___

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions within the last 12 months, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

9/9/2025 | 11:44:37 PDT

Date

Signed by: Sparrow Tang C6D963CA28D7472...

Signature of Applicant

Advanced Helicopter Services

Print Firm Name, if applicable

Sparrow Tang

Print Name of Applicant

Docusign Envelope ID: ED1EE5F2-689E-4C83-9DE2-1B91E150A51C

ORANGE COUNTY BOARD OF SUPERVISORS AND COUNTY AGENCY OFFICERS

Board of Supervisors

Janet Nguyen, First District

Vicente Sarmiento, Second District

Donald P. Wagner, Third District

Doug Chaffee, Fourth District

Katrina Foley, Fifth District

County Agency Officers

Claude Parrish, Assessor

Andrew Hamilton, Auditor-Controller

Hugh Nguyen, Clerk-Recorder

Todd Spitzer, District Attorney-Public Administrator

Don Barnes, Sheriff-Coroner

Shari L. Freidenrich, Treasurer-Tax Collector

Electronic Record and Signature Disclosure

docusign

Certificate Of Completion

Envelope Id: ED1EE5F2-689E-4C83-9DE2-1B91E150A51C
Status: Completed
Subject: Orange County Sheriff Department Procurement - Complete with Docusign: Attachment C -Levine Act.pdf
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Crystal Milner
CMilner@ocsheriff.gov
IP Address: 12.24.53.132

Record Tracking

Status: Original
9/5/2025 12:39:02 PM
Holder: Crystal Milner
CMilner@ocsheriff.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Orange County Sheriff's Department
Location: Docusign

Signer Events	Signature	Timestamp
Sparrow Tang sparrow@advheli.com CEO Security Level: Email, Account Authentication (None)	Signed by: Sparrow Tang C8D963CA28D7472... Signature Adoption: Pre-selected Style Using IP Address: 137.119.71.218 Signed using mobile	Sent: 9/5/2025 1:04:58 PM Resent: 9/9/2025 11:40:02 AM Viewed: 9/9/2025 11:42:31 AM Signed: 9/9/2025 11:44:37 AM

Electronic Record and Signature Disclosure:
Accepted: 9/9/2025 11:42:31 AM
ID: 6bbdac71-ffe6-4c3a-b0a8-90d4200cdcb3

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Adam Burriss adam@advheli.com Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 12.22.29.34	Sent: 9/5/2025 1:04:58 PM Resent: 9/9/2025 11:40:01 AM Viewed: 9/9/2025 12:12:41 PM

Electronic Record and Signature Disclosure:
Accepted: 9/9/2025 12:12:41 PM
ID: fcf85b44-c7b6-4f4d-8e7a-8f45c057e714

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/5/2025 1:04:58 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	9/9/2025 11:42:31 AM
Signing Complete	Security Checked	9/9/2025 11:44:37 AM
Completed	Security Checked	9/9/2025 12:12:41 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Orange Human Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Orange Human Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevin.work@ocgov.com

To advise Carahsoft OBO County of Orange Human Resources of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.work@ocgov.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Orange Human Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kevin.work@ocgov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kevin.work@ocgov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Carahsoft OBO County of Orange Human Resources as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Orange Human Resources during the course of your relationship with Carahsoft OBO County of Orange Human Resources.