

**AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of August, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and DFC, Inc., a California corporation, dba Advanced Helicopter Services, whose address is 17986 County Road 94B, Woodland, CA 95695, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Sheriff's Office, needs a contractor to provide maintenance services for its aircraft support unit that consists of two (2) McDonnell Douglas (MD) 500 helicopters and one (1) Cessna 206 airplane;

WHEREAS, during the most recent request for maintenance contract bids in 2016 (RFP No. 962-5443), CONTRACTOR was selected to be the vendor that could provide maintenance services without the need for COUNTY to transport its aircraft; and

WHEREAS, CONTRACTOR represents that has the professional expertise and necessary licensing to provide these maintenance services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR agrees to provide maintenance services for COUNTY'S aircraft as specified in Exhibit "A", attached hereto and incorporated herein by this reference.

B. CONTRACTOR warrants that all maintenance services shall be performed in a manner that complies with applicable laws, regulations, and professional standards.

C. CONTRACTOR warrants that it, and all of its employees, will have, and maintain during the term of this Agreement, all required licenses, certifications and other approvals

1 to provide the maintenance services as specified in this Agreement.

2 2. TERM

3 The term of this Agreement shall be for a period of three (3) years,  
4 commencing on August 9, 2016 through and including July 31, 2019. This Agreement may be  
5 extended for two (2) additional consecutive twelve (12) month periods upon written approval of  
6 both parties no later than thirty (30) days prior to the first day of the next twelve (12) month  
7 extension period. The Sheriff or his or her designee is authorized to executive such written  
8 approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

9 3. TERMINATION

10 A. Non-Allocation of Funds - The terms of this Agreement, and the services  
11 to be provided hereunder, are contingent on the approval of funds by the appropriating  
12 government agency. Should sufficient funds not be allocated, the services provided may be  
13 modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days  
14 advance written notice.

15 B. Breach of Contract - The COUNTY may immediately suspend or terminate  
16 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 17 1) An illegal or improper use of funds;  
18 2) A failure to comply with any term of this Agreement;  
19 3) A substantially incorrect or incomplete report submitted to the  
20 COUNTY;  
21 4) Improperly performed service.

22 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY  
23 of any breach of this Agreement or any default which may then exist on the part of the  
24 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
25 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of  
26 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR  
27 under this Agreement, which in the judgment of the COUNTY were not expended in accordance  
28 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon

1 demand.

2 C. Without Cause - Under circumstances other than those set forth above,  
3 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written  
4 notice of an intention to terminate to CONTRACTOR.

5 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and  
6 CONTRACTOR agrees to receive compensation in accordance with the fees and rates set forth in  
7 Exhibit "B" for maintenance services, including parts ordered through CONTRACTOR, provided to  
8 the COUNTY in accordance with the terms of this Agreement. CONTRACTOR shall submit  
9 monthly invoices in triplicate to the County of Fresno Sheriff-Coroner's Business Office, 2200  
10 Fresno Street, PO Box 1788, Fresno, CA 93717, as applicable, at the address set forth in this  
11 section of this Agreement, not later than fifteen (15) days after the end of the month in which  
12 services are rendered. Payments by COUNTY shall be in arrears, for services provided during the  
13 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR'S  
14 invoices by COUNTY.

15 In no event shall services performed under this Agreement be in excess of SEVEN  
16 HUNDRED THOUSAND and No/100s Dollars \$700,000 for each one year period (from August 9,  
17 2016 to July 31, 2019) during the term of this Agreement, including the potential two (2) year  
18 extensions.

19 In no event shall services performed for the Sheriff-Coroner's Office exceed a total  
20 of Three Million, Five Hundred Thousand and No/100s Dollars (\$3,500,000) if the term of this  
21 Agreement is extended to July 31, 2021.

22 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and  
23 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and  
24 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and  
25 employees will at all times be acting and performing as an independent contractor, and shall act in  
26 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or  
27 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or  
28 direct the manner or method by which CONTRACTOR shall perform its work and function.

1 However, COUNTY shall retain the right to administer this Agreement so as to verify that  
2 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

3 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
4 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
5 subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have  
7 absolutely no right to employment rights and benefits available to COUNTY employees.  
8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
9 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
10 responsible and save COUNTY harmless from all matters relating to payment of  
11 CONTRACTOR'S employees, including compliance with Social Security withholding and all other  
12 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
13 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
14 Agreement.

15 6. MODIFICATION: Any matters of this Agreement may be modified from time  
16 to time by the written consent of all the parties without, in any way, affecting the remainder.

17 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this  
18 Agreement nor their rights or duties under this Agreement without the prior written consent of the  
19 other party.

20 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold  
21 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees  
22 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or  
23 resulting to COUNTY in connection with the performance, or failure to perform, by  
24 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all  
25 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,  
26 firm, or corporation who may be injured or damaged by the performance, or failure to perform,  
27 of CONTRACTOR, its officers, agents, or employees under this Agreement.

28 9. INSURANCE



1 Without limiting the COUNTY's right to obtain indemnification from  
2 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
3 force and effect, the following insurance policies or a program of self-insurance, including but  
4 not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout  
5 the term of the Agreement:

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than One Million  
8 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).  
9 This policy shall be issued on a per occurrence basis, with the exception of Products/Completed  
10 Operations, which may be written on a separate, per occurrence policy with an aggregate limit of  
11 Five Million Dollars (\$5,000,000). COUNTY may require specific coverages including completed  
12 operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
13 liability or any other liability insurance deemed necessary because of the nature of this contract.

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits for bodily injury of not  
16 less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand  
17 Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars  
18 (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars  
19 (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this  
20 Agreement.

21 C. Professional Liability

22 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
23 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
24 than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual  
25 aggregate.

26 D. Worker's Compensation

27 A policy of Worker's Compensation insurance as may be required by the  
28 California Labor Code.

1                   CONTRACTOR shall obtain endorsements to the Commercial General Liability  
2 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
3 collectively, as additional insured, but only insofar as the operations under this Agreement are  
4 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
5 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
6 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
7 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
8 written notice given to COUNTY.

9                   Within Thirty (30) days from the date CONTRACTOR signs and executes this  
10 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
11 above for all of the foregoing policies, as required herein, to the County of Fresno Sheriff-  
12 Coroner's Business Office, 2200 Fresno Street, PO Box 1788, Fresno, CA 93717, stating that  
13 such insurance coverage have been obtained and are in full force; that the County of Fresno, its  
14 officers, agents and employees will not be responsible for any premiums on the policies; that such  
15 Commercial General Liability insurance names the County of Fresno, its officers, agents and  
16 employees, individually and collectively, as additional insured, but only insofar as the operations  
17 under this Agreement are concerned; that such coverage for additional insured shall apply as  
18 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its  
19 officers, agents and employees, shall be excess only and not contributing with insurance provided  
20 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
21 without a minimum of thirty (30) days advance, written notice given to COUNTY.

22                   In the event CONTRACTOR fails to keep in effect at all times insurance  
23 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
24 suspend or terminate this Agreement upon the occurrence of such event.

25                   All policies shall be issued by admitted insurers licensed to do business in the  
26 State of California, and such insurance shall be purchased from companies possessing a current  
27 A.M. Best, Inc. rating of A FSC VII or better.

28                   10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during



1 business hours, and as often as the COUNTY may deem necessary, make available to the  
2 COUNTY for examination all of its records and data with respect to the matters covered by this  
3 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to  
4 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance  
5 with the terms of this Agreement.

6 If this Agreement exceeds ten thousand dollars (\$10,000), CONTRACTOR  
7 shall be subject to the examination and audit of the Auditor General for a period of three (3) years  
8 after final payment under contract (Government Code Section 8546.7).

9 11. NOTICES: The persons and their addresses having authority to give and  
10 receive notices under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Advanced Helicopter Services, Inc.
Air Support Unit Commander	17986 County Road 94B
2200 Fresno Street	
Fresno, CA 93721	Woodland, CA 95695

14 All notices between the COUNTY and CONTRACTOR provided for or  
15 permitted under this Agreement must be in writing and delivered either by personal service, by  
16 first-class United States mail, by an overnight commercial courier service, or by telephonic  
17 facsimile transmission. A notice delivered by personal service is effective upon service to the  
18 recipient. A notice delivered by first-class United States mail is effective three COUNTY business  
19 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
20 delivered by an overnight commercial courier service is effective one COUNTY business day after  
21 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
22 instructions given for next day delivery, addressed to the recipient. A notice delivered by  
23 telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
24 transmission is completed outside of COUNTY business hours, then such delivery shall be  
25 deemed to be effective at the next beginning of a COUNTY business day), provided that the  
26 sender maintains a machine record of the completed transmission. For all claims arising out of or  
27 related to this Agreement, nothing in this section establishes, waives, or modifies any claims  
28 presentation requirements or procedures provided by law, including but not limited to the

1 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section  
2 810).

3 12. GOVERNING LAW: Venue for any action arising out of or related to this  
4 Agreement shall only be in Fresno County, California. The rights and obligations of the parties  
5 and all interpretation and performance of this Agreement shall be governed in all respects by  
6 the laws of the State of California.

7 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

8 This provision is only applicable if the CONTRACTOR is operating as a  
9 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the  
10 CONTRACTOR changes its status to operate as a corporation.

11 Members of the CONTRACTOR's Board of Directors shall disclose any self-  
12 dealing transactions that they are a party to while CONTRACTOR is providing goods or  
13 performing services under this agreement. A self-dealing transaction shall mean a transaction  
14 to which the CONTRACTOR is a party and in which one or more of its directors has a material  
15 financial interest. Members of the Board of Directors shall disclose any self-dealing  
16 transactions that they are a party to by completing and signing a Self-Dealing Transaction  
17 Disclosure Form, attached hereto as Exhibit C and incorporated herein by reference, and  
18 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
19 immediately thereafter.

20 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement  
21 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
22 supersedes all previous Agreement negotiations, proposals, commitments, writings,  
23 advertisements, publications, and understanding of any nature whatsoever unless expressly  
24 included in this Agreement.



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year first hereinabove written.

3 **CONTRACTOR**

**COUNTY OF FRESNO**

4 [Signature]  
5 (Authorized Signature)

[Signature]  
Ernest Buddy Mendes, Chairman, Board of  
Supervisors

6 Sparrow Tang President/CEO  
Print Name & Title

ATTEST:  
BERNICE E. SEIDEL, Clerk  
Board of Supervisors

7 17986 County Road 94B

By Susan Bishop  
Deputy

8 Woodland CA 95695  
9 Mailing Address

10 DATE: July 12 2016

DATE: August 11, 2016

11 REVIEWED & RECOMMENDED FOR APPROVAL

12 [Signature]  
13 Margaret Mims, Sheriff-Coroner

14 APPROVED AS TO LEGAL FORM

15 [Signature]  
16 Daniel C. Cederborg, County Counsel

APPROVED AS TO ACCOUNTING FORM

[Signature]  
Vicki Crow CPA, Auditor-Controller/Treasurer-Tax  
Collector

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: 31113350/31113351  
19 Account No.: 7205  
20 Requisition No.: 3111607013  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT A

### E. SCOPE OF WORK

1. Contractor shall provide to the Fresno County Sheriff-Coroner's Office (FSCO) all personnel, labor, materials, tools, supplies, equipment, permits and licenses necessary for helicopter maintenance and repair at the Fresno County Sheriff-Coroner's Office Air Operations Unit.
  - a. Contractor shall provide a Certificate of Insurance in accordance with the Commercial General and Aircraft Liability Insurance Requirements
2. The services shall be performed at:  
Fresno County Sheriff-Coroner's Office Air Support Unit  
5029 E. Anderson Avenue, Fresno, CA 93727
3. The services shall be provided during:
  - a. Two mechanics on site Monday through Friday 8 AM – 5 PM (40 hours a week). Additional fees will be charged for any mechanic call out, other than the normal scheduled days and hours as stated in Exhibit B.

The following terms included in this Exhibit A shall have the following definitions:

- 1) **Fresno County Sheriff-Coroner's Office (FCSO) Air Support Unit (ASU):** The office of primary interest within the FCSO charged with oversight of the FCSO ASU is the Air Support Commander. The FCSO Air Support Commander ensures the ASU employees follow FCSO policies and procedures and ensures Contractors adhere to maintenance agreements.
- 2) **Air Support Unit Supervisor:** A supervisor at the FCSO Air Support Unit (ASU) responsible for managing maintenance agreements at the local level.
- 3) **Maintenance Officer:** A position at the Air Support Unit charged with monitoring the maintenance program.

- 1
- 2 4) **Contractor: DFC, Inc. a California corporation, dba**
- 3 **Advanced Helicopter Services.**

4 **B. GENERAL**

5

- 6 1) The FCSO ASU uses helicopters and fixed wing aircraft to provide emergency
- 7 response services twenty-four hours a day, 365 days of the year throughout
- 8 Fresno County. FCSO helicopters respond to law enforcement calls, medical
- 9 emergencies, provide search and rescue services, and conduct patrol flights.
- 10 In order to effectively conduct this broad spectrum of duties, FCSO aircraft
- 11 are equipped with special mission equipment packages to include but not
- 12 limited to the following: communications, gimbal mounted sensors, moving
- 13 map systems, spot lights, cargo hooks, medical equipment, and rescue long
- 14 lines. Additionally, all FCSO helicopters are equipped for night vision goggle
- 15 (NVG) flight operations. All special mission packages are installed in
- 16 accordance with manufacturer and Federal Aviation Administration (FAA)
- 17 guidelines, and are required to be maintained in an airworthy and
- 18 operational condition in order for the FCSO to meet its obligation to respond to
- 19 emergencies and perform other duties.
- 20
- 21 2) The Contractor shall coordinate with the ASU and the ASU supervisors at the
- 22 FCSO to ensure, to the maximum extent possible, that FCSO has a fully
- 23 operational helicopter and/or airplane available at all times. Aircraft availability
- 24 shall mean that the aircraft, avionics, and all special mission equipment are
- 25 fully operational; and all post-maintenance run-ups/flights and all logbook
- 26 entries are completed.

27 **C. CONTRACTOR**

28

- 29 1) The Contractor shall possess, and maintain for the duration of this
- 30 Agreement, a valid FAA approved repair station certificate(s), as
- 31 prescribed in Part 145 of the Federal Aviation Regulations (FAR), necessary
- 32 to conduct the level of maintenance required by the provisions of this
- 33 Agreement.
- 34
- 35 2) Within thirty (30) days of Agreement effective start date, Contractor shall
- 36 complete a review of all aircraft and their respective maintenance logbooks



1 and report any discrepancies to the FCSO and the ASU supervisor of the  
2 affected aircraft, along with recommendations for correcting any discrepancies.

- 3
- 4 3) Within sixty (60) days of Agreement effective start date, Contractor shall  
5 complete an inventory of all parts, tools, supplies, and support equipment  
6 located at FCSO ASU and provide a written report of findings to the ASU  
7 supervisor. Inventory shall be completed with the ASU supervisor or  
8 aircraft maintenance officer. At the ASU's discretion Contractor may be  
9 required to work with outgoing maintenance contractors to accomplish this  
10 inventory.
- 11
- 12 4) Contractor shall coordinate and perform scheduled and unscheduled  
13 maintenance for F C S O A S U aircraft. Scheduled maintenance includes  
14 all manufacturers' required maintenance for the airframe, engine, and all  
15 installed equipment (including instructions for continued airworthiness).  
16 Scheduled maintenance also includes FCSO ASU mandated maintenance,  
17 which may be at more frequent intervals than manufacturer requirements.
- 18
- 19 5) Contractor shall maintain all aircraft in accordance with all appropriate FAA,  
20 manufacturer and the FCSO's requirements. However, in order to minimize  
21 out of service time; the Contractor, at the FCSO's discretion, shall establish  
22 a progressive maintenance program.
- 23
- 24 6) Contractor shall perform other services and repairs as necessary or as  
25 required by the ASU, including but not limited to maintenance or repairs of  
26 ground support equipment.
- 27
- 28 7) Contractor shall be liable for necessary repairs caused by improper  
maintenance actions on FCSO aircraft or equipment by Contractor's  
employees. The FCSO will work with Contractor to resolve issues; however,  
the FCSO shall retain final authority as to the determination of what actions  
constitute improper maintenance.
- 8) Contractor shall have a formal tool inventory control system to ensure that  
all tools used during maintenance are removed from the aircraft and  
returned to their storage areas at the conclusion of maintenance. See Item F,  
"Parts and Tools."



- 1 9) Contractor shall have a formal foreign object damage (FOO) control program. At  
2 a minimum this FOO program shall ensure that tools, parts, and debris are not  
3 routinely placed on helicopter surfaces during maintenance actions other than  
4 as necessary to complete a specific task. Contractor must provide written  
5 proof of compliance within sixty (60) days of Agreement effective start date and will  
6 be subject to the FCSO's approval.
- 7 10) Contractor shall have a demonstrated commitment to Safety Management  
8 Systems (SMS) integration. A demonstrated commitment to SMS integration is  
9 defined as having, at a minimum, a stand-alone safety policy, company-wide  
10 training in SMS, and actively improving SMS integration. Contractor must  
11 provide written proof of compliance within sixty (60) days of Agreement  
12 effective start date and will be subject to FCSO approval.
- 13 11) Contractor shall have a formal policy on distraction management to reduce or  
14 eliminate distractions during the actual conduct of maintenance actions. This  
15 policy shall include but not limited to cell phone management. Contractor must  
16 provide proof of compliance within sixty (60) days of Agreement effective start  
17 date and will be subject to FCSO approval.
- 18 12) Contractors who desire to change mechanic(s) shall ensure compliance with  
19 all applicable requirements of the Agreement and immediately notify the FCSO  
20 in writing. The proposed new mechanic(s) must meet all experience  
21 requirements of the Agreement. The FCSO reserves the right interview any  
22 proposed new mechanic(s) prior to acceptance and may accept or reject any  
23 proposed mechanic(s).
- 24 13) Contractor shall perform an on-site evaluation of the mechanics(s) at least  
25 annually, or more frequently when requested by the FCSO or the ASU  
26 Supervisor. The purpose of the evaluation shall be to ensure compliance with  
27 FAA regulations, airworthiness directives, and manufacturer's bulletins. It shall  
28 also include a review of aircraft and engine logbooks, to ensure complete and

1 accurate entries are made, life-limited component use times and accurately  
2 recorded, and to ensure any spare components are properly tagged  
3 (serviceable, non-serviceable, repairable) and identified. A written report of the  
4 evaluation shall be provided to the ASU supervisor and to the FCSO. The  
5 FCSO ASU's Aircraft Maintenance Coordinator shall perform a helicopter  
6 maintenance inspection at the same time as Contractor's evaluation. If  
7 unavailable, the ASU Helicopter Maintenance Coordinator shall delegate a  
8 suitable departmental employee to conduct the inspection.

#### 10 **D. MAINTENANCE ACTIONS**

- 12 1) Maintenance personnel shall not perform any maintenance actions on any  
13 aircraft after it has been released to flight service without first coordinating with  
14 the on duty pilot assigned to the aircraft.
- 15 2) Contractor shall not perform modifications to aircraft or installed equipment  
16 without written authorization from the ASU Supervisor. If the ASU Supervisor  
17 determines that the Contractor performed an unauthorized modification, then  
18 the ASU retains the authority to direct the Contractor to return the aircraft  
19 and/or equipment to its original condition or have another facility perform the  
20 repairs at the expense of the Contractor. In any event, the Contractor shall be  
21 liable for all costs associated with unauthorized repairs including  
22 reimbursement for the original unauthorized modification.
- 23 3) Any damage caused to an aircraft or its components through neglect or  
24 negligence by Contractor or its employees shall be reported immediately to the  
25 ASU Supervisor and shall be the sole responsibility of Contractor. The ASU  
26 shall have aviation maintenance incident investigative authority; however, the  
27 ASU may request assistance from Contractor in the conduct of any  
28 investigation.

- 1 4) When conducting aircraft inspections, the mechanic shall perform the  
2 inspections(s) utilizing the appropriate manufacturer's check-list. After  
3 completion of the scheduled maintenance, the mechanic shall provide the  
4 check-list(s) to the ASU Pilot for review prior to any operation of the aircraft.  
5 5) For all work other than scheduled inspections Contractor shall, at the ASU's  
6 request, provide a written estimate of labor, parts, and time required to  
7 complete the specified repairs. No work shall be done or parts supplied in  
8 excess of, or different from, the original written estimate without a prior written  
9 approval from the ASU Supervisor. Should Contractor continue to work  
10 without the additional required authorization, FCSO is released from any and  
11 all obligation to pay any amount exceeding the original estimate.

#### 12 **E. MAINTENANCE AT CONTRACTOR'S FACILITY**

- 13 1) When repairs must be accomplished at Contractor's own facility, the aircraft(s)  
14 shall be kept in a secure hangar. Contractor shall be responsible for the  
15 security of the aircraft(s), and all equipment on the aircraft, while in their  
16 possession.
- 17 2) All maintenance is generally to be performed at the ASU hangar at 5029 E.  
18 Anderson, Fresno, CA. When it is determined to be in the best interest of the  
19 FCSO, the ASU supervisor, or unit maintenance officer may approve  
20 maintenance to be performed at the Contractor's facility subject to the following  
21 conditions.
- 22 a. One mechanic who meets the requirements of a "contracted mechanic" as  
23 described in this agreement shall be designated as the lead mechanic if the  
24 mechanic normally assigned to maintain the helicopter will not be present for  
25 the maintenance.
- 26 b. The lead mechanic will physically accept the aircraft from the FCSO pilot  
27 delivering the aircraft, remain dedicated to the maintenance of the aircraft  
28 while it is at the Contractor's facility, and hand off the helicopter to the FCSO



1 pilot retrieving the helicopter. If the Contractor is not able to meet this  
2 requirement at any time after the acceptance of the aircraft, the Contractor  
3 shall immediately notify the FCSO, the ASU supervisor and the unit  
4 maintenance officer. This notification may be done via email.

5 c. All work to be completed shall be documented at the time of helicopter  
6 delivery, failure to provide adequate documentation by either the ASU pilot  
7 or the Contractor is grounds for refusing acceptance or delivery of the  
8 helicopter.

9 d. Additional mechanics may be assigned to work on the helicopter, however, all  
10 work must be inspected and the inspection must be documented by the lead  
11 mechanic.

12 e. Upon completion of maintenance the lead mechanic shall review all  
13 documentation and maintenance actions performed with the ASU pilot  
14 accepting the helicopter. An ASU approved post-maintenance checklist  
15 shall be utilized by both the lead mechanic and the ASU pilot to document  
16 this process.

17 f. Contractor shall have adequate indoor and secured storage space for the  
18 helicopter and all parts removed for maintenance. The removed parts shall  
19 not be mixed with parts from other aircraft and shall be stored in a manner  
20 which protects them from damage.

## 21 **F. PARTS AND TOOLS**

22 1) The tool control program is subject to FCSO approval, however, at a minimum,  
23 the tool control program shall accomplish the following goals:

24 a. 100% inventory of all hand tools to be used in the maintenance of FCSO  
25 aircraft at the start of the contract period, with quarterly inventory audits  
26 thereafter.

27 b. 100% tool accountability at the conclusion of maintenance actions, prior to  
28 any ground runs or test flights, and prior to release of FCSO aircraft to



1 service.

2 c. Tool management during maintenance ground runs and test flights.

3 d. Standardized tool markings to identify tool ownership.

4 e. Define punitive actions to be taken when procedures are not followed,  
5 however, there shall be no negative actions taken against an employee  
6 who reports a missing tool or part immediately upon discovery by that  
7 employee.

8 2) The FCSO may have aircraft engines and/or airframes on a power by the  
9 hour (PBH), service by the hour (SBH), or similar component  
10 replacement/service program (generically referred to as CSP). In these  
11 instances, Contractor shall facilitate maintenance services for these  
12 components through these programs/agreements. The FCSO may elect to  
13 enter into or cancel CSP, or similar, agreements for components during  
14 the life of this Agreement.

15 3) It is the responsibility of Contractor to provide the tools which are  
16 necessary for routine maintenance or repair of FCSO aircraft. Should  
17 FCSO request the use of tools or special equipment that is not required  
18 for normal maintenance, Contractor shall provide a written cost estimate  
19 and receive authorization from the ASU supervisor, or unit maintenance  
20 officer prior to purchase or rental of these items. If approved, the item  
21 shall be charged against the contract Agreement at actual cost.

22 4) Contractor shall work with the ASU to determine which parts are to be  
23 tracked in an electronic maintenance tracking system. At a minimum,  
24 parts with serial numbers, and parts with a value equal to or greater than  
25 \$500 shall be tracked in an electronic maintenance tracking system by  
the Contractor.

26 5) The Contractor shall track time-limited parts, or parts with expiration  
27 dates, with an electronic maintenance tracking system.

28 6) FCSO shall have a basic inventory of parts. The Contractor shall

1 establish this inventory based on manufacturer's recommendations and  
2 FCSO operational requirements. The following protocols shall be  
3 followed regarding parts storage:

4 a. All parts shall be properly tagged and environmentally protected.

5 b. Parts shall be wrapped or boxed in a manner that prevents  
6 damage or contamination.

7 c. Open ends of fabricated or bulk lines and hoses shall be capped  
8 or covered.

9 d. Serviceable parts shall be kept in a separate area from  
10 unserviceable parts.

11 e. Society of Automotive Engineers (SAE) parts shall be segregated  
12 from metric parts.

13 f. Non-aviation parts shall be physically separated from aviation  
14 parts.

15 g. Within five (5) business days upon receipt parts shall be inspected  
16 for airworthiness, to ensure that an approved vendor provided them and  
17 that the required certification documentation is included prior to entering  
18 them into inventory.

19 7) Serviceable parts and/or supplies furnished by FCSO shall be utilized by  
20 the Contractor. FCSO inventory shall be checked prior to ordering parts.  
21 If inventory is not checked prior to the purchase of a serviceable  
22 component and a component of that type is in the FCSO inventory,  
23 FCSO has the right to return that component for a full refund, including  
24 all shipping charges, and shall not be subject to any restocking fees.

25 8) In an effort to ensure the origin of life-limited components, Contractor  
26 shall provide an itemized manufacturer's invoice for all life-limited parts  
27 purchased from the manufacturer. The invoice shall be submitted with  
28 Contractor's invoice.

## **G. PARTS, PERFORMANCE REQUIREMENTS**

- 1) Parts and components sourced for installation on FCSO aircraft and equipment shall maintain the integrity of the original performance specifications of the component being replaced or system being serviced.
- 2) Parts and components sourced for installation on FCSO aircraft and equipment shall maintain the integrity of current warranties. Contractor shall make every effort to service warranty parts or components in such a manner as to maintain the integrity of the warranty for its duration. Contractor is responsible for costs associated with improper maintenance which voids a warranty. If Contractor actions cause a warranty to be voided, Contractor shall fulfill the provisions of the warrant for the coverage period voided by Contractor actions.
- 3) Aircraft components which cannot be overhauled by Contractor shall be overhauled by manufacturer certified service centers or the other service centers acceptable to the FCSO. The FCSO reserves the right to prohibit the use of certain parts or suppliers or subcontractors due to quality control issues, or to restrict the Contractor to using specified parts suppliers or service centers.
- 4) Contractor shall provide a copy of the work order with the life-limited component, detailing the work performed for any component overhauled by or through Contractor.

#### **H. AVIONICS**

- 1) Mechanics are expected to be able to remove and reinstall radios, computers, cables, antennas, and various electronic/electrical components which may need to be sent to appropriate service centers for repairs.
- 2) Avionics related discrepancies that are beyond the capabilities of the Contractor shall be subcontracted to an appropriate repair facility as agreed upon by the FCSO, the ASU supervisor, or the unit maintenance officer.

- 1 3) Contractor shall be responsible for updating avionics databases and  
2 chart services. Contractor shall provide an invoice showing actual costs  
3 of these services when billing FCSO.

4  
5 **I. AIRCRAFT MAINTENANCE RECORDS**

- 6 1) Airframe, engine, component, and avionics logbooks shall be maintained  
7 for each aircraft. Entries shall be made by the primary mechanic  
8 performing the maintenance or designee and will be in accordance with,  
9 FAR 43.11 (content, form, and disposition of records for inspections under  
10 Part 91). Logbook entries and the appropriate electronic maintenance  
11 tracking system entries shall be completed immediately upon completion  
12 of maintenance being performed and prior to the aircraft being returned for  
13 service.
- 14 2) Entries shall be made for the following:
- 15 a. Upon completion of inspections, repairs or maintenance.
  - 16 b. Upon compliance with an FAA or manufacturers' maintenance  
17 directive.
  - 18 c. Upon compliance with manufacturer's Service Bulletins or Service  
19 Letters.
  - 20 d. After a post-maintenance flight and return to service per FAR  
21 91.407(b). This entry shall be made in conjunction with the FCSO  
22 pilot performing the return to service flight.
- 23 3) Logbooks shall be located at the ASU office/hangar.

24 **J. REQUIRED INSPECTION ITEMS (RII)**

- 25 1) Contractor shall have a formal aviation maintenance quality control program to  
26 ensure that all safety of flight related maintenance actions are reviewed before  
27 maintenance ground runs or maintenance flight checks are performed, and  
28



1 before the aircraft is returned to service. The Quality Control Program shall  
2 include, at a minimum, Required Inspection Item (RII) procedures which  
3 identify what must be inspected, who may perform the inspection, and initial  
4 and recurrent training for inspectors. At the direction of the ASU supervisor,  
5 the Contractor may train FCSO pilots to perform specified RII inspections.

- 6 2) At a minimum the RII program shall include maintenance involving the  
7 disassembly of critical components such as:
- 8 a. Flight controls
  - 9 b. Fuel and oil systems
  - 10 c. Rotors and their respective drive systems
  - 11 d. Structural supports
  - 12 e. Any other component or system which would affect the safety of flight.
- 13 3) The RII criteria is subject to FCSO approval and may be modified at the  
14 FCSO's discretion.
- 15 4) Ground and flight checks shall be completed by a FCSO pilot per the  
16 Rotorcraft Flight Manual (RFM) after maintenance and prior to releasing the  
17 aircraft into service. Ground and flight checks shall be documented in the  
18 aircraft logbook, and/or an electronic maintenance tracking system. When  
19 there is a discrepancy between the maintenance manuals and the RFM as to  
20 the requirement of a ground or flight check the most conservative action shall  
21 be followed (for example: the RFM requires a flight check after work on the  
22 flight controls, but the maintenance manual does not, a flight check shall be  
23 performed because the RFM calls for one).

24  
25 **K. PERSONNEL REQUIREMENTS**

- 26 1) Contractor shall provide two (2) mechanics to be assigned to FCSO ASU. All  
27 of these personnel shall be dedicated to the fulfillment of this agreement.  
28 2) Contractor shall also have sufficient personnel to perform a quality control

function on all records maintained by the Contractor on behalf of the FCSO.

**L. MECHANIC STANDARDS**

- 1) Minimum qualifications for mechanics permanently assigned to work at FCSO ASU are as follows:
  - a. FAA certified Airframe and Power plant (A&P) mechanic
  - b. Current FAA Inspection Authorization (IA) certificate
  - c. Three (3) years recent turbine helicopter maintenance experience.
  - d. Two (2) years of experience with fixed wing aircraft maintenance.
- 2) Within six (6) months of Agreement start date, the assigned mechanic(s) shall successfully complete the appropriate manufacturer's airframe field maintenance and engine field maintenance courses for the primary type of aircraft being maintained. The cost of training is the responsibility of the Contractor. Upon completion of the training, a copy of the certificate(s) shall be submitted to the FCSO and the ASU supervisor.
- 3) Within six (6) months of Agreement start date, each assigned mechanic shall receive training and be proficient with the MicroVib 11, and/or other dynamic track and balance equipment as specified by the ASU supervisor or maintenance coordinator. The training is to be coordinated by the Contractor, and all costs associated with this training are the responsibility of the Contractor. Upon completion of the training, a copy of the certificate(s) shall be submitted to the ASU supervisor.
- 4) Bennett Mechanical Comprehension Test (BMCT): Within six (6) months the Contractor shall submit all scored from the BMCT© for all assigned mechanics. The FCSO shall reserve the right to refuse employment based on BMCT© scores. Substitutions for the mechanical comprehension test will be considered on a case-by-case basis, however it is the Contractor's responsibility to provide all test scores and industry recognized criteria for

1 aviation maintenance technician score requirements for alternate mechanical  
2 aptitude tests.

- 3 5) Mechanics shall be trained to install, maintain, remove and replace any  
4 specialized equipment installed on FCSO helicopters or airplanes in  
5 accordance with the standards of the manufacturer, supplemental type  
6 certificate(s), and/or field approvals, as appropriate.
- 7 6) Mechanics are expected to maintain the aircraft, all special mission equipment  
8 installed on the aircraft, and ground support equipment. To effectively  
9 accomplish this task, base mechanics must be able to establish working  
10 relationships with the technical representatives of the various manufacturers  
11 of the aircraft, engine, and equipment. At the ASU's discretion, base  
12 mechanics may also be required to receive manufacturer training in order to  
13 perform maintenance actions on special mission equipment. This training shall  
14 be at the expense of the Contractor.
- 15 7) All mechanics working on FCSO aircraft shall be proficient with, and use, the  
16 electronic maintenance manuals for the airframe and engine on which they  
17 are working. Contractor shall provide mechanics with adequate technology  
18 (tablet computer, laptop, or equivalent) and training to meet this requirement.  
19 Contractor shall ensure that electronic maintenance manuals are available to  
20 ASU pilots 24 hours a day. Subscription services for all manuals related to  
21 the maintenance of the aircraft, engines, and special mission equipment are  
22 the responsibility of the Contractor.
- 23 8) Should FCSO ASU complete quarterly safety training, base mechanics shall  
24 attend this training unless prior arrangements are made with the ASU  
25 supervisor.
- 26 9) On each scheduled work day for a mechanic, the mechanic shall perform  
27 the daily inspection (or after last flight inspection) prior to releasing the  
28 aircraft to service and prior to an ASU pilot performing a preflight inspection.



- 10) The mechanic(s) shall repair and service ground support equipment and perform shop maintenance duties (for example: sweeping hangar floor, organizing parts, etc.).
- 11) Mechanics shall reside within one (1) hour vehicle travel time by ground to the ASU hangar. Contractor shall provide each mechanic with a cell phone at no cost to FCSO. Whenever away from the aircraft(s) for which the mechanic is assigned, the mechanic shall be available for calls, unless prior arrangements have been made with the ASU supervisor.
- 12) Contractor shall submit resumes for all mechanics that will be performing maintenance and repairs on FCSO aircraft. This requirement includes the ASU mechanic(s), mobile mechanic(s) and mechanics working out of the contractor's maintenance facility. The resumes shall include work experience, schools/courses attended, copies of current certificates, manufacturer's courses attended, and FAA ratings held. The contractor shall notify in writing (email) the ASU and the ASU supervisor prior to arrival of the assigned mechanic.
- 13) The FCSO may require the mechanic(s) to complete an interview with representatives of the FCSO to confirm suitability to fulfill the requirements specified in the Agreement. The FCSO has final authority as to an individual's suitability to perform the duties required to meet the requirements of this Agreement. Any individual rejected as unsuitable by the FCSO shall not be employed in any capacity to meet the requirements of this Agreement without written approval from the FCSO.
- 14) Should it be necessary during the term of the contract, the FCSO reserves the right to request a replacement of any permanently assigned base or mobile and additional mechanics. The FCSO will allow the contractor up to sixty (60) calendar days to identify and retain a suitable individual as described above.

1           **L.       MECHANIC WORK SCHEDULE, ETC.**

- 2
- 3           1)    The normal work shift of the base and mobile mechanics is subject to the
- 4               scheduling needs of FCSO and shall be determined by the ASU supervisor.
- 5               The FCSO anticipates the normal work week to be approximately forty (40)
- 6               hours. If overtime is necessary, prior approval shall be obtained from the
- 7               FCSO or the ASU supervisor. Any unapproved overtime shall be the
- 8               responsibility of Contractor.
- 9           2)    Contractor shall ensure that the mechanic(s) properly document their time
- 10               on a daily basis. The mechanic(s) shall record their time expended in the
- 11               following four (4) categories: scheduled maintenance, unscheduled
- 12               maintenance, miscellaneous maintenance (time expended to effect repairs as
- 13               a result of an accident or incident, perform modifications, or work on ground
- 14               support equipment), or as time attributed to the on-site mechanic support
- 15               (time remaining not accounted for in one of the preceding three categories).
- 16               At the end of the month, the mechanic(s) shall total his/her time for each of the
- 17               four (4) categories and submit his/her time tracking sheet to the ASU
- 18               supervisor for review prior to submitting it to Contractor. Contractor shall
- 19               provide the ASU with a sample time tracking form. The form shall be
- 20               approved by the FCSO prior to implementation. At FCSO's discretion, the
- 21               FCSO *may* establish a standardized time tracking system for mechanics which
- 22               shall be utilized *by* the contractor.
- 23           3)    If at any time it is determined that a mechanic is unsuitable due to:
- 24               excessive time to complete work, poor work quality, poor work ethics, lack of
- 25               training, or failure to keep certificates current, FCSO reserves the right to
- 26               request a suitable replacement mechanic. The ASU supervisor shall
- 27               complete the request for a replacement mechanic, with justification, at
- 28               least 60 days prior to the date of the expected replacement.
- 4)    The Contractor shall provide a replacement mechanic within sixty (6) days
- from the date of written notification to Contractor.

- 1           5)    When authorized by the FCSO and/or the aerial supervisor, the mechanic(s)  
2           may be required to maintain FCSO aircraft at locations other than the  
3           mechanic's base of permanent assignment (for example: aircraft makes a  
4           precautionary landing at an off-site location and requires maintenance prior to  
5           its next flight). If a mechanic is required to travel to a location other than the  
6           ASU hangar, or when additional mechanic(s) are authorized by FCSO, travel  
7           will be reimbursed as outlined in this Exhibit A.  
8           6)    In the event a mechanic is temporarily unavailable due to illness, family  
9           emergency, etc., the Contractor shall provide an interim mechanic for the ASU  
10          facility within 24 hours of notification, at no additional cost to FCSO. The  
11          interim mechanic shall meet the requirements of a "Mechanic" as outlined in  
12          this Agreement.

13       **M.       TRAVEL**

14               Should a mechanic be required to travel to a location other than the assigned  
15               ASU facility specified in this agreement, or when additional mechanic(s) are  
16               authorized by FCSO, actual out-of-pocket expenses (not to exceed the current  
17               FCSO rates for meals, lodging and mileage) shall be reimbursed when  
18               supported by receipts. Authorization for out-of-state travel must be obtained  
19               and approved by the ASU supervisor or the FCSO prior to any expenses  
20               being incurred. Expenses for meals, lodging and mileage shall be included on  
21               invoice(s) for that work performed.

22       **N.       ADDITIONAL MECHANIC**

- 23               1)   When deemed necessary by FCSO, Contractor shall provide an additional  
24               mechanic(s) to assist with the required aircraft maintenance. The additional  
25               mechanic(s) shall meet the requirements of Section L., Mechanic Standards,  
26                 
27                 
28



1 of this Agreement. (Note: the additional mechanic is not a full-time mechanic  
2 already on contract with the FCSO).

3  
4 2) A request for an additional mechanic(s) for scheduled maintenance shall  
5 be made by the ASU Supervisor or the ASU Maintenance Coordinator not  
6 less than seventy-two (72) hours prior to the anticipated need. Contractor  
7 shall provide additional qualified mechanic(s) on the date(s) desired.

8  
9 3) In the event of unscheduled maintenance requiring assistance of an additional  
10 mechanic, Contractor is obligated to provide the required mechanic(s) when  
11 notified by the ASU Supervisor or the ASU Maintenance Coordinator. The  
12 mechanic shall respond to provide the requested unscheduled maintenance  
13 within twenty-four (24) hours of notification.  
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1 **EXHIBIT B**

2  
3 Advanced Helicopter Services Aircraft Maintenance Labor Rates:

4 Two (2) full-time (40 hour a week) mechanics, maintenance and management  
5 services flat rate charge at \$24,000 per month.

6 Two (2) MD500E Helicopter, each (while in service), flat rate charge \$ Included  
7 above

8 Cessna Fixed Wing aircraft, flat rate charge \$ Included above

9 Additional Fees will be charged as follows:

10 ASU authorized additional mechanics maintenance hourly rate:\* \$115 per hour.

11 ASU authorized hours exceeding 8 hours per day (Overtime) hourly maintenance  
12 rate: \$115 per hour.

13 ASU authorized weekends/holidays Aircraft hourly maintenance rate: \*\* \$115 per  
14 hour.

15  
16 \*This hourly rate is for maintenance service provided by qualified mechanics in  
17 addition to the two (2) full time mechanics.

18 \*\* Holidays include Federal and State holidays (New Year's Day, President's Day,  
19 Cesar Chavez Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving  
20 and Christmas Day)

21 \*\*\* When mechanics are called out to provide services, other than the normal  
22 scheduled days and hours, County will pay for actual time services are provided but  
23 in no event less than for 3 hours of service.

24 These labor rates only apply to the following aircraft(s) N921SD, N922SD &  
25 N923SD. If other labor rates are to apply, the parties shall amend the agreement to  
26 provide for this additional labor rates pursuant to section six (6) of the Agreement.

27  
28 Travel expenses shall be reimbursed as set forth in section M of Exhibit A.

1  
2 Special tool rentals authorized pursuant to Exhibit A shall be reimbursed by County at the actual  
3 cost of the rental.  
4

5 ASU authorized parts purchased by Contractor pursuant to Exhibit A shall be reimbursed by  
6 County at the actual cost of the part plus an eight percent (8%) surcharge fee.  
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1 EXHIBIT C

2  
3 SELF-DEALING TRANSACTION DISCLOSURE FORM

4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a  
5 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing  
6 transactions that they are a party to while providing goods, performing services, or both for the County. A self-  
dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of  
8 its directors has a material financial interest"*

9 The definition above will be utilized for purposes of completing this disclosure form.

10  
11 INSTRUCTIONS

12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

13 (2) Enter the board member's company/agency name and address.

14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a  
15 minimum, include a description of the following:

16 a. The name of the agency/company with which the corporation has the transaction; and

17 b. The nature of the material financial interest in the Corporation's transaction that the board  
member has.

18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the  
19 Corporations Code.

20 (5) Form must be signed by the board member that is involved in the self-dealing transaction described in  
21 Sections (3) and (4).  
22  
23  
24  
25  
26  
27  
28

**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(2) Company/Agency Name and Address:**

--

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**

--

**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

--

**(5) Authorized Signature**

<b>Signature:</b>		<b>Date:</b>	
-------------------	--	--------------	--