

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 27th day of April, 2021, 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, the COUNTY, through its Sheriff's Office needs a contractor to provide maintenance services for its Air Support Unit located at 5029 E. Andersen Avenue, Fresno, CA 93727, that consist of two (2) MD 500E, one (1) MD 530F helicopters and one (1) Cessna T206H airplane;

WHEREAS, during the most recent request for maintenance contract bids in January 2021 (RFQ No. 21-026), the CONTRACTOR was selected to be the vendor that would provide maintenance services without the need for the COUNTY to transport its aircrafts to the CONTRACTOR'S facilities; and

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

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. CONTRACTOR'S OBLIGATIONS:

A. The CONTRACTOR agrees to provide maintenance services (Services) for the COUNTY'S aircrafts pursuant to the terms and conditions of this Agreement and Exhibit "A," attached hereto and incorporated herein by this reference, and at the rates set forth in Exhibit "B," which is attached and hereto and incorporated herein by this reference.

B. The CONTRACTOR warrants that all Services of specialized helicopter components shall be performed in a manner that complies with applicable laws, regulations, and professional standards.

C. The 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 to provide the Services as specified in this Agreement.

1 2. TERM:

2 The term of this Agreement shall be for a period of three (3) years, commencing on August 1, 2021
3 through and including July 31, 2024. This Agreement may be extended for two (2) additional consecutive
4 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first
5 day of the next twelve (12) month extension period. The Sheriff or his or her designee is authorized to
6 execute such written approval on behalf of the COUNTY based on the CONTRACTOR'S satisfactory
7 performance.

8 3. TERMINATION:

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

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

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

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

27 C. Without Cause - Under circumstances other than those set forth above, this
28 Agreement may be terminated by the COUNTY upon the giving of thirty (30) days advance written notice of

an intention to terminate to the CONTRACTOR.

4. COMPENSATION/INVOICING: The COUNTY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to receive compensation as follows: in accordance with the fees and rates set forth in Exhibit "B" for Services, including parts ordered through the CONTRACTOR, provided to the COUNTY in accordance with the terms of this Agreement. The CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Sheriff's Business Office, 2200 Fresno Street, P.O. BOX 1788, Fresno, CA 93717, as applicable, at the address set forth in this section of this Agreement, not later than fifteen (15) days after the end of the month in which Services are rendered.

In no event shall compensation paid for Services performed under this Agreement be in excess of Four Million and No/100s Dollars (\$4,000,000) during the entire term of this Agreement, including the two extension periods, if applicable. It is understood that all expenses incidental to the CONTRACTOR'S performance of Services under this Agreement shall be borne by the CONTRACTOR. Payments will be made to the CONTRACTOR after a minimum of forty-five (45) days from date of receipt of invoices and verification of invoices by the COUNTY.

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

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

Because of its status as an independent contractor, the CONTRACTOR shall have absolutely no right to employment rights and benefits available to the COUNTY employees. The CONTRACTOR shall be

solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, the CONTRACTOR shall be solely responsible and save the COUNTY harmless from all matters relating to payment of the CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, the CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

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

8. COVID-19: The CONTRACTOR and its employees shall follow all applicable federal, State of California, COUNTY, and local laws, orders, ordinances, and regulations pertaining to and Fresno County Air Support Unit's guidelines for COVID-19, as amended from time, and follow all directions of the staff at the Fresno County Sheriff's Air Support Unit Facilities, including, but not limited to, temperature checks at the entrances of the Fresno County ASU Facilities.

9. HOLD HARMLESS: The CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to the COUNTY in connection with the performance, or failure to perform, by the CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of the CONTRACTOR, its officers, agents, or employees under this Agreement.

The provisions of this Section 9 shall survive termination of this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from the CONTRACTOR or any third parties, the CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following

insurance policies throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. The COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If the CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing Services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

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

E. Pollution

Pollution Legal Liability and Remediation and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

Additional Requirements Relating to Insurance

The CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained

1 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
2 provided under the CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
3 without a minimum of thirty (30) days advance written notice given to the COUNTY.

4 The CONTRACTOR hereby waives its right to recover from the COUNTY, its officers, agents, and
5 employees any amounts paid by the policy of worker's compensation insurance required by this
6 Agreement. The CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
7 be necessary to accomplish such waiver of subrogation, but the CONTRACTOR's waiver of subrogation
8 under this paragraph is effective whether or not the CONTRACTOR obtains such an endorsement.

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

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

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

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure the CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), the CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

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

COUNTY

COUNTY OF FRESNO
Air Support Unit – Commander
2200 Fresno Street
Fresno, CA 93721

CONTRACTOR

Advanced Helicopter Services, Inc.
17986 County Road 94B
Woodland, CA 95695

All notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of the COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

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

15. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs

(1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

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

17. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties hereto according to its terms and conditions.

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EXHIBIT A
SCOPE OF WORK

A. SUMMARY

1. The CONTRACTOR shall provide to the Fresno County Sheriff's Office (FCSO) all personnel, labor, materials, tools, supplies, equipment, permits and licenses necessary for helicopter maintenance and repair at the Fresno County Sheriff's Office Air Support Unit.
 - a. The 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's Office Air Support Unit
5029 E. Andersen Avenue, Fresno, CA 93727
3. The Services shall be provided during:
 - a. Monday through Friday 8 AM – 5 PM by two Mechanics (individually, "Mechanic" or collectively "Mechanics") of the CONTRACTOR who will be on site (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) **Air Support Unit (ASU):** The unit that operate the FCSO aircrafts.
- 2) **Air Support Commander:** The Lieutenant in charge of the ASU. The Air Support Commander ensures the ASU employees follow the FCSO policies and procedures and ensures the CONTRACTOR adheres to maintenance agreement.
- 3) **Air Support Unit Supervisor:** The sergeant assigned to the ASU as supervisor. The ASU Supervisor is responsible for managing maintenance in day to day operations.
- 4) **Maintenance Officer:** A position at the Air Support Unit charged with monitoring the maintenance program.

- 1
- 2 5) **CONTRACTOR:** D F C , Inc. a California corporation, dba Advanced Helicopter
- 3 Services.

4 **B. GENERAL**

- 5 1) The ASU uses helicopters and fixed wing aircraft to provide emergency response
- 6 services twenty-four hours a day, 365 days of the year throughout Fresno County.
- 7 FCSO helicopters respond to law enforcement calls, medical emergencies, provide
- 8 search and rescue services, and conduct patrol flights. In order to effectively
- 9 conduct this broad spectrum of duties, the FCSO aircraft are equipped with special
- 10 mission equipment packages to include but not limited to the following:
- 11 communications, gimbal mounted sensors, moving map systems, spot lights, cargo
- 12 hooks, medical equipment, and rescue long lines. Additionally, all the FCSO
- 13 helicopters are equipped for night vision goggle (NVG) flight operations. All special
- 14 mission packages are installed in accordance with manufacturer and Federal
- 15 Aviation Administration (FAA) guidelines, and are required to be maintained in an
- 16 airworthy and operational condition in order for the FCSO to meet its obligation to
- 17 respond to emergencies and perform other duties.
- 18 2) The CONTRACTOR shall coordinate with the ASU and the ASU supervisors at the
- 19 FCSO to ensure, to the maximum extent possible, that the FCSO has a fully
- 20 operational helicopter and/or airplane available at all times. Aircraft availability shall
- 21 mean that the aircraft, avionics, and all special mission equipment are fully
- 22 operational; and all post-maintenance run-ups/flights and all logbook entries are
- 23 completed.
- 24 3) The CONTRACTOR shall possess, and maintain for the duration the term of this
- 25 Agreement, a valid FAA approved repair station certificate(s), as prescribed in Part
- 26 145 of the Federal Aviation Regulations (FAR), necessary to conduct the level of
- 27 maintenance required by the provisions of this Agreement.
- 28 4) Within thirty (30) days of the Agreement's effective start date, the CONTRACTOR
- shall complete a review of all aircrafts and their respective maintenance logbooks
- and report any discrepancies to the FCSO and the ASU Supervisor of the affected
- aircraft(s), along with recommendations for correcting any discrepancies.
- 5) Within sixty (60) days of the Agreement's effective start date, the CONTRACTOR

1 shall complete an inventory of all parts, tools, supplies, and support equipment
2 located at the ASU and provide a written report of findings to the ASU supervisor.
3 Inventory shall be completed with the ASU supervisor or Mechanic. At the ASU's
4 discretion the CONTRACTOR may be required to work with outgoing maintenance
contractors to accomplish this inventory.

- 5 6) The CONTRACTOR shall coordinate and perform scheduled and unscheduled
6 maintenance for ASU aircraft. The CONTRACTOR shall coordinate with the ASU
7 Supervisor in connection with scheduled maintenance. Schedule maintenance
8 includes all manufacturers' required maintenance for the airframe, engine, and all
9 installed equipment (including instructions for continued airworthiness). Scheduled
10 maintenance also includes the ASU mandated maintenance, which may be at more
frequent intervals than manufacturer requirements.
- 11 7) The CONTRACTOR shall maintain all aircraft in accordance with all appropriate
12 FAA, manufacturer's and the FCSO's requirements. However, in order to minimize
13 out of service time; the CONTRACTOR, at the FCSO's discretion, shall establish a
14 progressive maintenance program.
- 15 8) The CONTRACTOR shall perform other Services and repairs as necessary or as
16 required by the ASU, including but not limited to maintenance or repairs of ground
support equipment.
- 17 9) The CONTRACTOR shall be liable for necessary repairs caused by improper
18 maintenance actions on the FCSO aircraft or equipment by the CONTRACTOR's
19 employees. The ASU Supervisor will work with the CONTRACTOR to resolve
20 issues; however, the FCSO shall retain final authority as to the determination of
what actions constitute improper maintenance.
- 21 10) The CONTRACTOR shall have a formal tool inventory control system to ensure
22 that all tools used during maintenance are removed from the aircrafts and returned
23 to their storage areas at the conclusion of maintenance. See Item E, "Parts and
Tools."
- 24 11) The CONTRACTOR shall have a formal foreign object damage (FOD) control
25 program. At a minimum this FOD program shall ensure that tools, parts, and debris
26 are not routinely placed on helicopter surfaces during maintenance actions other
27 than as necessary to complete a specific task. The CONTRACTOR must provide
28 written proof of compliance within sixty (60) days of the Agreement's effective start

1 date and will be subject to the FCSO's approval.

2 12) The CONTRACTOR shall have a demonstrated commitment to Safety
3 Management Systems (SMS) integration. A demonstrated commitment to SMS
4 integration is defined as having, at a minimum, a stand-alone safety policy,
5 company-wide training in SMS, and actively improving SMS integration. The
6 CONTRACTOR must provide written proof of compliance within sixty (60) days of
7 the Agreement's effective start date and will be subject to the FCSO's approval.

8 13) The CONTRACTOR shall have a formal policy on distraction management to
9 reduce or eliminate distractions during the actual conduct of maintenance actions.
10 This policy shall include but not limited to cell phone management. The
11 CONTRACTOR must provide proof of compliance within sixty (60) days of the
12 Agreement's effective start date and will be subject to the FCSO approval, such as
13 providing a copy of the policy upon request.

14 14) Contractors who desire to change Mechanic(s) shall ensure compliance with all
15 applicable requirements of the Agreement and immediately notify the FCSO in
16 writing. The proposed new Mechanic(s) must meet all experience requirements of
17 the Agreement. The FCSO reserves the right interview any proposed new
18 Mechanic(s) prior to acceptance and may accept or reject any proposed
19 Mechanic(s).

20 15) The CONTRACTOR shall perform an on-site evaluation of the Mechanics(s) at
21 least annually, or more frequently when requested by the FCSO or the ASU
22 Supervisor. The purpose of the evaluation shall be to ensure compliance with FAA
23 regulations, airworthiness directives, and manufacturer's bulletins. It shall also
24 include a review of aircraft and engine logbooks, to ensure complete and accurate
25 entries are made, life-limited component use times and accurately recorded, and to
26 ensure any spare components are properly tagged (serviceable, non-serviceable,
27 repairable) and identified. A written report of the evaluation shall be provided to the
28 ASU supervisor and to the FCSO.

25 C. MAINTENANCE ACTIONS

26 1) The CONTRACTOR's Mechanics shall not perform any maintenance actions on
27 any aircraft after it has been released to flight service without first coordinating with
28 the on duty pilot assigned to the aircraft.

- 2) The CONTRACTOR shall not perform modifications to aircraft or installed equipment without written authorization from the ASU Supervisor. If the ASU Supervisor determines that the CONTRACTOR performed an unauthorized modification, then the ASU retains the authority to direct the CONTRACTOR to return the aircraft and/or equipment to its original condition or have another facility perform the repairs at the expense of the CONTRACTOR. Such facilities will be selected by the ASU. In any event, the CONTRACTOR shall be liable for all costs associated with unauthorized repairs including reimbursement for the original unauthorized modification.
- 3) Any damage caused to an aircraft or its components through neglect or negligence by the CONTRACTOR or its employees shall be reported immediately to the ASU Supervisor and shall be the sole responsibility of the CONTRACTOR. The ASU shall have aviation maintenance incident investigative authority; however, the ASU may request assistance from the CONTRACTOR in the conduct of any investigation.
- 4) When conducting aircraft inspections, the Mechanic shall perform the inspections(s) utilizing the appropriate manufacturer's check-list. After completion of the scheduled maintenance, the Mechanic shall provide the check-list(s) to the ASU Pilot for review prior to any operation of the aircraft.
- 5) For all work other than scheduled inspections, the CONTRACTOR shall, at the ASU's request, provide a written estimate of labor, parts, and time required to complete the specified repairs. No work shall be done or parts supplied in excess of, or different from, the original written estimate without a prior written approval from the ASU Supervisor. Should the CONTRACTOR continue to work without the additional required authorization, the FCSO is released from any and all obligation to pay any amount exceeding the original estimate.

D. MAINTENANCE AT CONTRACTOR'S FACILITY

- 1) When repairs must be accomplished at the CONTRACTOR's own facility, the aircraft(s) shall be kept in a secure hangar. The CONTRACTOR shall be responsible for the security of the aircraft(s), and all equipment on the aircrafts, while in their possession.
- 2) All maintenance is generally to be performed at the ASU hangar at 5029 E.
- 3) Andersen, Fresno, CA 93727. When it is determined to be in the best interest of

1 the FCSO, the ASU Supervisor may approve maintenance to be performed at the
2 CONTRACTOR's facility subject to the following conditions.

- 3 a. One Mechanic who meets the requirements of a "assigned Mechanic," as
4 described in this Agreement, shall be designated as the lead Mechanic if
5 the Mechanic normally assigned to maintain the helicopter will not be
6 present for the maintenance.
- 7 b. The lead Mechanic will physically accept the aircraft from the FCSO pilot
8 delivering the aircraft, remain dedicated to the maintenance of the aircraft
9 while it is at the CONTRACTOR's facility, and hand off the helicopter to
10 the FCSO pilot retrieving the helicopter. If the CONTRACTOR is not able
11 to meet this requirement at any time after the acceptance of the aircraft,
12 the CONTRACTOR shall immediately notify the FCSO, the ASU
13 Supervisor and the Mechanic. This notification may be done via email.
- 14 c. All work to be completed at the CONTRACTOR's facility shall be
15 documented at the time the aircraft is delivered to the ASU pilot. Failure to
16 provide adequate documentation is grounds for refusing acceptance or
17 delivery of the aircraft.
- 18 d. Additional Mechanic(s) may be assigned to work on the aircraft, however,
19 all work must be inspected and the inspection must be documented by the
20 lead Mechanic.
- 21 e. Upon completion of maintenance the lead Mechanic shall review all
22 documentation and maintenance actions performed with the ASU pilot
23 accepting the helicopter. An ASU approved post-maintenance checklist
24 shall be utilized by both the lead Mechanic and the ASU pilot to document
25 this process.
- 26 f. The CONTRACTOR shall have adequate indoor and secured storage
27 space for the aircraft and all parts removed for maintenance. The
28 removed parts shall not be mixed with parts from other aircraft and shall
be stored in a manner which protects them from damage.

E. PARTS AND TOOLS

- 1) The tool control program is subject to the FCSO's approval, however, at a
minimum, the tool control program shall accomplish the following goals:
 - a. 100% inventory of all hand tools to be used in the maintenance of any

- 1 FCSO's aircraft at the start of the contract period, with quarterly inventory
2 audits thereafter.
- 3 b. 100% tool accountability at the conclusion of maintenance actions, prior to
4 any ground runs or test flights, and prior to release of any FCSO's aircraft
5 to service.
- 6 c. Tool management during maintenance ground runs and test flights.
- 7 d. Standardized tool markings to identify tool ownership.
- 8 e. Defined punitive actions to be taken when procedures are not followed,
9 however, there shall be no negative actions taken against a
10 CONTRACTOR's employee who reports a missing tool or part
11 immediately upon discovery by that employee.
- 12 2) The FCSO may have aircraft engines and/or airframes on a power by the hour
13 (PBH), service by the hour (SBH), or similar component replacement/service
14 program (generically referred to as CSP). In these instances, the CONTRACTOR
15 shall facilitate Services for these components through these programs/agreements.
16 The FCSO may elect to enter into or cancel CSP, or similar, agreements for
17 components during the life of this Agreement.
- 18 3) It is the responsibility of the CONTRACTOR to provide the tools which are
19 necessary for routine maintenance or repair of the FCSO aircrafts. Should the
20 FCSO request the use of tools or special equipment that is not required for normal
21 maintenance, the CONTRACTOR shall provide a written cost estimate and receive
22 authorization from the ASU Supervisor, prior to the purchase or rental of these
23 items. If approved, the item shall be charged against the Agreement at actual cost.
- 24 4) The CONTRACTOR shall work with the ASU to determine which parts are to be
25 tracked in an electronic maintenance tracking system. At a minimum, parts with
26 serial numbers, and parts with a value equal to or greater than \$500 shall be
27 tracked in an electronic maintenance tracking system by the CONTRACTOR.
- 28 5) The CONTRACTOR shall track time-limited parts, or parts with expiration dates,
with an electronic maintenance tracking system.
- 6) The FCSO shall have a basic inventory of parts. The CONTRACTOR shall
establish this inventory based on manufacturer's recommendations and the FCSO
operational requirements. The following protocols shall be followed regarding parts
storage:

- a. All parts shall be properly tagged and environmentally protected.
- b. Parts shall be wrapped or boxed in a manner that prevents damage or contamination.
- c. Open ends of fabricated or bulk lines and hoses shall be capped or covered.
- d. Serviceable parts shall be kept in a separate area from unserviceable parts.
- e. Society of Automotive Engineers (SAE) parts shall be segregated from metric parts.
- f. Non-aviation parts shall be physically separated from aviation parts.
- g. Within five (5) business days upon receipt parts shall be inspected for airworthiness, to ensure that an approved vendor provided them and that the required certification documentation is included prior to entering them into inventory.

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

8) In an effort to ensure the documentation of the origin of life-limited components, the CONTRACTOR shall document in the aircraft maintenance log all life-limited parts purchased from the manufacturer.

F. PARTS, PERFORMANCE REQUIREMENTS

- 1) Parts and components sourced for installation on the FCSO aircrafts 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 the FCSO aircrafts and equipment shall maintain the integrity of current warranties. The 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. The CONTRACTOR is responsible for costs associated with improper maintenance which voids a warranty. If the CONTRACTOR's actions cause a warranty to be voided, the

CONTRACTOR shall fulfill the provisions of the warrant for the coverage period voided by the CONTRACTOR's actions.

- 3) Aircraft components which cannot be overhauled by the 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) The 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 the CONTRACTOR.

G. 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.
- 3) The CONTRACTOR shall be responsible for updating avionics databases and chart services. The CONTRACTOR shall provide an invoice showing actual costs of these services when billing the FCSO.

H. AIRCRAFT MAINTENANCE RECORDS

- 1) Airframe, engine, component, and avionics logbooks shall be maintained for each aircraft. Entries shall be made by the primary Mechanic performing the maintenance or designee and will be in accordance with, FAR 43.11 (content, form, and disposition of records for inspections under Part 91). Logbook entries and the appropriate electronic maintenance tracking system entries shall be completed immediately upon completion of maintenance being performed and prior to the aircraft being returned for service.
- 2) Entries shall be made for the following:
 - a. Upon completion of inspections, repairs or maintenance.
 - b. Upon compliance with an FAA or manufacturers' maintenance directive.
 - c. Upon compliance with manufacturer's Service Bulletins or Service Letters.
 - d. After a post-maintenance flight and return to service per FAR 91.407(b).

This entry shall be made in conjunction with the FCSO pilot performing the return to service flight.

- 3) Logbooks shall be located at the ASU office/hangar.

I. REQUIRED INSPECTION ITEMS (RII)

- 1) The CONTRACTOR shall have a formal aviation maintenance quality control program to ensure that all safety of flight related maintenance actions are reviewed before maintenance ground runs or maintenance flight checks are performed, and before the aircraft is returned to service. The Quality Control Program shall include, at a minimum, Required Inspection Item (RII) procedures which identify what must be inspected, who may perform the inspection, and initial and recurrent training for inspectors. At the direction of the ASU Supervisor, the CONTRACTOR may train the FCSO pilots to perform specified RII inspections.
- 2) At a minimum the RII program shall include maintenance involving the disassembly of critical components such as:
 - a. Flight controls
 - b. Fuel and oil systems
 - c. Rotors and their respective drive systems
 - d. Structural supports
 - e. Any other component or system which would affect the safety of flight.
- 3) The RII criteria is subject to the FCSO approval and may be modified at the FCSO's discretion.
- 4) Ground and flight checks shall be completed by a FCSO pilot per the Rotorcraft Flight Manual (RFM) after maintenance and prior to releasing the aircraft into service. Ground and flight checks shall be documented in the aircraft logbook, and/or an electronic maintenance tracking system. When there is a discrepancy between the maintenance manuals and the RFM as to the requirement of a ground or flight check the most conservative action shall be followed (for example: the RFM requires a flight check after work on the flight controls, but the maintenance manual does not, a flight check shall be performed because the RFM calls for one).

J. PERSONNEL REQUIREMENTS

- 1) The CONTRACTOR shall provide two (2) Mechanics to be assigned to the ASU. All of these personnel shall be dedicated to the fulfillment of this Agreement.
- 2) The CONTRACTOR shall also have sufficient personnel to perform a quality control

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

K. MECHANIC STANDARDS

- 1) Minimum qualifications for Mechanics permanently assigned to work at the 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 the Agreement's 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 the Agreement's 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) Mechanics shall be trained to install, maintain, remove and replace any specialized equipment installed on FCSO helicopters or airplanes in accordance with the standards of the manufacturer, supplemental type certificate(s), and/or field approvals, as appropriate.
- 5) Mechanics are expected to maintain the aircrafts, all special mission equipment installed on the aircrafts, and ground support equipment. To effectively accomplish this task, Mechanics must be able to establish working relationships with the technical representatives of the various manufacturers of the aircrafts, engines, and equipment. At the ASU's discretion, Mechanics may also be required to receive manufacturer training(s) in order to perform maintenance actions on special mission equipment. This training shall be at the expense of the CONTRACTOR.
- 6) All Mechanics working on the FCSO aircraft shall be proficient with, and use, the

1 electronic maintenance manuals for the airframe and engines on which they are
2 working. The CONTRACTOR shall provide Mechanics with adequate technology
3 (tablet computers, laptops, or equivalent) and training to meet this requirement. The
4 CONTRACTOR shall ensure that electronic maintenance manuals are available to
5 ASU pilots 24 hours a day, 7 days a week. Subscription services for all manuals
6 related to the maintenance of the aircrafts, engines, and special mission equipment
are the responsibility of the CONTRACTOR.

- 7 7) Should the ASU complete quarterly safety training, Mechanics shall attend this
8 training unless prior arrangements are made with the ASU Supervisor.
- 9 8) On each scheduled workday for a Mechanic, the Mechanic shall perform the daily
10 inspection (or after last flight inspection) prior to releasing the aircraft to service and
prior to an ASU pilot performing a preflight inspection.
- 11 9) The Mechanic(s) shall repair and service ground support equipment and perform
12 shop maintenance duties (for example: sweeping hangar floor, organizing parts, etc.).
- 13 10) For calls outs in connection with unscheduled maintenance, Mechanic(s) shall arrive
14 at the ASU hanger within two hours of the FCSO's request for maintenance. The
15 CONTRACTOR shall ensure that two Mechanics is available via cell phone 24 hours
16 a day, 7 days a week, unless prior arrangements have been made with the ASU
Supervisor.
- 17 11) The CONTRACTOR shall submit resumes for all Mechanics that will be performing
18 maintenance and repairs on the FCSO aircraft. This requirement includes the ASU
19 Mechanic(s) and Mechanics working out of the contractor's maintenance facility. The
20 resumes shall include work experience, schools/courses attended, copies of current
21 certificates, manufacturer's courses attended, and FAA ratings held. The
22 CONTRACTOR shall notify in writing (email) the ASU and the ASU Supervisor prior
to arrival of the assigned Mechanic.
- 23 12) The FCSO may require the Mechanic(s) to complete an interview with representatives
24 of the FCSO to confirm suitability to fulfill the requirements specified in the
25 Agreement. The FCSO has final authority as to an individual's suitability to perform
26 the duties required to meet the requirements of this Agreement. Any individual
27 rejected as unsuitable by the FCSO shall not be used in any capacity to meet the
28 requirements of this Agreement without written approval from the FCSO.
- 13) Should it be necessary during the term of the contract, the FCSO reserves the right to

request a replacement of any permanently assigned Mechanic. The FCSO will allow the contractor up to sixty (60) calendar days to identify and retain a suitable individual as described above.

L. MECHANIC WORK SCHEDULE, ETC.

- 1) The normal work shift of the Mechanics is subject to the scheduling needs of the FCSO and shall be determined by the ASU Supervisor. The FCSO anticipates the normal work week to be approximately forty (40) hours. If overtime is necessary, prior approval shall be obtained from the FCSO or the ASU Supervisor. Any unapproved overtime shall be the responsibility of the CONTRACTOR.
- 2) The CONTRACTOR shall ensure that the Mechanic(s) properly document their time on a daily basis. The Mechanic(s) shall record their time expended in the following four (4) categories: scheduled maintenance, unscheduled maintenance, miscellaneous maintenance (time expended to effect repairs as a result of an accident or incident, perform modifications, or work on ground support equipment), or as time attributed to the on-site Mechanic support (time remaining not accounted for in one of the preceding three categories). At the end of the month, the Mechanic(s) shall total his/her time for each of the four (4) categories and submit his/her time tracking sheet to the ASU Supervisor for review prior to submitting it to the CONTRACTOR. The CONTRACTOR shall provide the ASU with a sample time tracking form. The form shall be approved by the FCSO prior to implementation. At the FCSO's discretion, the FCSO may establish a standardized time tracking system for Mechanics which shall be utilized by the CONTRACTOR.
- 3) If at any time it is determined that a Mechanic is unsuitable due to: excessive time to complete work, poor work quality, poor work ethics, lack of training, or failure to keep certificates current, the FCSO reserves the right to request a suitable replacement Mechanic. The ASU Supervisor shall complete the request for a replacement Mechanic by submitting a written request for a replacement Mechanic explaining the need for one to the CONTRACTOR.
- 4) The CONTRACTOR shall provide a replacement Mechanic within sixty (60) days from the date of written notification to the CONTRACTOR.
- 5) When authorized by the FCSO and/or the aerial supervisor, the Mechanic(s) may be required to maintain the FCSO aircraft at locations other than the Mechanic's base of permanent assignment (for example: aircraft makes a precautionary

1 landing at an off-site location and requires maintenance prior to its next flight). If a
2 Mechanic is required to travel to a location other than the ASU hangar, or when
3 additional Mechanic(s) are authorized by the FCSO, travel will be reimbursed as
4 outlined in this Exhibit A.

- 5 6) In the event a Mechanic is temporarily unavailable due to illness, family emergency,
6 etc., the CONTRACTOR shall provide an interim Mechanic for the ASU facility
7 within 24 hours of notification, at no additional cost to the FCSO. The interim
8 Mechanic shall meet the requirements of a "Mechanic" as outlined in this
9 Agreement.

10 **M. TRAVEL**

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

18 **N. ADDITIONAL MECHANIC**

- 19 1) When deemed necessary by the FCSO, the CONTRACTOR shall provide an
20 additional Mechanic(s) to assist with the required aircraft maintenance. The
21 additional Mechanic(s) shall meet the requirements of Section K., "Mechanic
22 Standards", of this Agreement. (Note: the additional Mechanic is not a full-time
23 Mechanic already on contract with the FCSO).
24 2) A request for an additional Mechanic(s) for scheduled maintenance shall be made
25 by the ASU Supervisor not less than seventy-two (72) hours prior to the anticipated
26 need. The CONTRACTOR shall provide additional qualified Mechanic(s) on the
27 date(s) desired.
28 3) In the event of unscheduled maintenance requiring assistance of an additional
Mechanic, the CONTRACTOR is obligated to provide the required Mechanic(s)
when notified by the ASU Supervisor. The Mechanic shall respond to provide the
requested unscheduled maintenance within twenty-four (24) hours of notification.

EXHIBIT "B"

AHS Aircraft Maintenance Labor Rates:

Two (2) full-time (40 hours a week) Mechanics, maintenance and management services flat rate charge at \$29,440 per month.

Two (2) MD500E Helicopters, one (1) MD530F Helicopter, each (while in service), flat rate charge \$ Included above

Cessna T206H Fixed Wing aircraft, flat rate charge \$ Included above

Additional Fees will be charged as follows:

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

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

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

* This hourly rate is for maintenance service provided by qualified Mechanics in addition to the two (2) full time Mechanics.

** Holidays include Federal and State holidays (New Year's Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving Day and Christmas Day)

*** When Mechanic(s) are called out to provide Services, other than the normal scheduled days and hours, County will pay for actual time Services are provided but in no event less than for two (2) hours of service.

These labor rates only apply to the following aircraft(s) N920FC, N921SD, N922SD & N923SD. If other labor rates are to apply, the parties shall amend the agreement to provide for this additional labor rates pursuant to section six (6) of the Agreement.

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

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

1 The Fresno County Sheriff's Office reserves the right to purchase aircraft parts where is feasible directly
2 from its authorized county vendors.

3 ASU authorized parts purchased by the CONTRACTOR pursuant to Exhibit A shall be reimbursed by the
4 COUNTY at the actual cost of the part plus a ten percent (10%) surcharge fee.

Exhibit "C"

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

