

AGREEMENT FOR HELICOPTER MAINTENANCE SERVICES

This agreement ("Agreement"), dated as of July 1, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Rotorcraft Support, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified helicopter repair facility, experienced in the provision of helicopter maintenance and related services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor to maintain aircraft operated by the Sonoma County Sheriff's Office ("SCSO").

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

A G R E E M E N T

I. Scope of Services.

- 1.1 Contractor's Specified Services. Contractor shall perform the maintenance, repair, and related services for the SCSO's helicopter described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.
- 1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
 - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
 - c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the rates, terms, and provisions set forth in Exhibit B provided, however, that total payments to Contractor shall not exceed \$3,000,000 dollars, without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2025, to June 30, 2029, unless terminated earlier in accordance with the provisions of Article 4 below. The parties may extend the term of this Agreement beyond its initial four-year term for two additional one-year periods (until June 30, 2031) through written agreements.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees

to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Sheriff-Coroner. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan,

insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state, and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to

nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved

party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: 707-565-2781
Fax: 707-565-6018

TO: CONTRACTOR:

Attn: Phillip G. DiFiore, President
Rotorcraft Support, Inc.
67 D Street
Fillmore, CA 93015-1668
818-997-7667

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be

construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: Rotorcraft Support, Inc.

COUNTY: COUNTY OF SONOMA

By: 

By: _____

Name: Phillip G. DiFiore

Eddie Engram, Sheriff-Coroner

Title: President

Date: _____

Date: 4-14-25

APPROVED AS TO FORM FOR
COUNTY:

By: 

County Counsel

Date: April 15, 2025

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

By: 

Jeff Bean, Department Analyst

Date: 4/15/2025

Exhibit A - Scope of Work

A. Description of Work

Contractor shall provide a part-time mechanic, back-up mechanics (as needed), materials, tools, supplies, and certificates necessary to maintain and operate aircraft owned or leased by the Sonoma County Sheriff's Office (SCSO) at the Sonoma County Sheriff's hangar located at the Sonoma County Airport.

B. Maintenance and Repair Services

1. Contractor shall maintain the SCSO aircraft in accordance with all appropriate FAA, manufacturers, and SCSO requirements (including, but not limited to, an approved maintenance schedule and specifically requested maintenance/repairs). Contractor shall perform other maintenance/repair services approved by the SCSO as necessary to ensure that the SCSO aircraft is safely maintained and is airworthy at all times. Contractor shall comply with all Airworthiness Directives and mandatory Service Bulletins issued by the FAA and/or manufacturers.
 - a. Contractor may enter into subcontracts for the purpose of obtaining outside services to repair or overhaul the aircraft only upon the prior written approval of the SCSO.
 - b. County shall reimburse Contractor for all pre-approved costs of such subcontracts. Each repair performed by a subcontractor shall be itemized and clearly labeled as a subcontracted repair/overhaul on the Contractor's invoice and shall reflect the subcontracted labor and materials separately. The subcontractor's invoice shall accompany the Contractor's invoice.
2. Contractor agrees that the SCSO may procure any parts or equipment through any vendor if they can be obtained at a lower cost.
3. At the request of SCSO, and based on Contractor's abilities, Contractor shall install all parts, avionics, and law enforcement equipment, regardless of source of supply, unless doing so would compromise the safety of the aircraft.
4. If Contractor believes that the aircraft may not be airworthy at any point in time, Contractor shall immediately notify the SCSO Helicopter Lieutenant or Sergeant, and the designated aircraft pilot.
5. Contractor shall order parts only at the request and with prior approval of the SCSO Helicopter Lieutenant or Sergeant, or designee.
6. Contractor shall obtain the written approval of the SCSO Helicopter Lieutenant or Sergeant prior to performing specialized or optional services not covered or required under Section B(1) above.
7. When repairs must be completed at Contractor's own facility, the SCSO aircraft shall be kept in a hangar. Contractor shall be responsible for the security of the aircraft while in its possession.

8. Notwithstanding other provisions of this Agreement, County reserves the right to have other outside vendors perform installations and/or repair of specialized equipment installed on the aircraft (e.g., avionics, law enforcement equipment, etc.) if required or recommended by the equipment vendor or manufacturer. Contractor may charge the County reasonable labor costs to inspect work done by these vendors before certifying the aircraft as airworthy. Contractor shall communicate anticipated costs with the SCSO Helicopter Lieutenant or Sergeant for review.
9. Previously used aircraft parts purchased for installation, may only be used on the SCSO aircraft with prior approval from the SCSO Helicopter Lieutenant, Sergeant, or designee. Used parts shall have wear and tolerances closely inspected and shall have a complete history available for review by the SCSO.
10. Any SCSO parts loaned to another helicopter unit must have proper FAA paperwork showing that such part is serviceable. The SCSO Helicopter Lieutenant or Sergeant must approve the loan and ensure that the loan is documented. Any parts borrowed from another helicopter unit must have the same documentation. While loaning and borrowing parts is not the preferred method, it could be authorized when the transaction assists in returning the SCSO aircraft to service.
11. All maintenance shall be performed by a facility designated by Bell Helicopter as an Authorized Customer Service Facility (CSF). Contractor must notify SCSO immediately upon the decertification or loss of authorization.

C. Documentation and Evaluation

1. Contractor shall compile and maintain a complete maintenance log for the aircraft. This log shall be available for County's review at any time. This log shall show service times due on all service time components, as well as required inspection times and service due dates. Contractor shall maintain an accurate and up-to-date listing of all schedules, parts, and components coming due for the duration of this Agreement. This listing shall be utilized by Contractor to notify the County of the expected maintenance no later than sixty (60) days prior to the expected time-life expiration of the component or part. This list shall also be utilized by Contractor to ensure timely ordering of parts and scheduling for component changes.
2. Contractor shall provide SCSO with a time and expense tracking form in a format approved by the SCSO Helicopter Lieutenant, Sergeant, or designee prior to implementation. This form shall include all labor and materials costs. All costs shall be recorded in one of the following five categories: (1) scheduled maintenance; (2) unscheduled maintenance; (3) miscellaneous maintenance (time expended to effect repairs as a result of an accident or incident); (4) accident maintenance (time expended to effect repairs as a result of an accident or incident); and (5) other (time not accounted for in one of the preceding four categories). At the end of the month, the mechanic(s) shall total his/her time for each of these categories and submit his/her time tracking sheet to the SCSO Helicopter Lieutenant or Sergeant for review prior to submitting to Contractor.

3. SCSO shall perform an on-site evaluation of the mechanic(s) assigned to perform services under this Agreement at the discretion of the SCSO Helicopter Lieutenant. The purpose of the evaluation shall be to ensure compliance with FAA regulations, airworthiness directives, manufacturers' bulletins, and compliance with the terms of this Agreement. The SCSO Helicopter Lieutenant will communicate any findings to the Contractor. The evaluation shall include, but not be limited to:
 - a. A thorough inspection of the aircraft.
 - b. A review of aircraft and engine logbooks to ensure timely, complete, and accurate entries are being made.
 - c. A review of time tracking forms to ensure timely, complete, and accurate entries are made.
 - d. A review of logs to ensure life-limited component use times are accurately recorded; and
 - e. A review to ensure any spare components are properly tagged (serviceable, nonserviceable, repairable) and identified.

D. Mechanic Duties

All mechanics who perform services under this Agreement shall also comply with the following:

1. When conducting aircraft inspections, mechanics shall perform the inspection(s) utilizing the appropriate manufacturer's checklist and manuals. After completion of the scheduled maintenance, mechanics shall provide the checklist to the on-duty pilot prior to the operation of the helicopter.
2. Mechanics shall maintain required material safety data sheets (MSDS) and comply with OSHA safety requirements pertaining to the SCSO aircraft, including hazardous waste procedures.
3. Mechanics shall preorder required replacement parts to ensure that replacement parts are available at the time of scheduled maintenance. Mechanics shall also maintain a small number of replacement parts on hand to be used in case of unscheduled maintenance needs. While mechanics are expected to assist SCSO in managing unit costs, consideration should be given to keeping the aircraft in service to perform missions. The SCSO Helicopter Lieutenant, Sergeant, or designee shall pre-approve all parts to be ordered.
4. Mechanics shall maintain a parts inventory list that shall be updated regularly and account for all SCSO aircraft parts.
5. The SCSO maintains a limited inventory of spare parts. Whenever provided, serviceable parts and/or supplies furnished by SCSO shall be utilized by the Contractor. Prior to ordering a replacement part, the primary mechanic shall first check the SCSO inventory. If inventory is not checked prior to the purchase of a serviceable component and a component of that type is in the SCSO inventory, SCSO has the right to return that component for a full refund and shall not be subject to any restocking or shipping fees. If overnight or costly deliveries are required to

return the aircraft to service more quickly, mechanic shall obtain prior authorization for the shipment from the SCSO Helicopter Lieutenant or Sergeant.

6. Should mechanics be required to travel to a location other than the SCSO hangar, or when additional mechanics are authorized by SCSO, actual out-of-pocket expenses (not to exceed the current SCSO rates for meals, lodging, etc.) shall be reimbursed when supported by receipts. Contractor shall be reimbursed for mileage at the current IRS Mileage Rate. Authorization for any travel must be obtained and pre-approved by the SCSO Helicopter Lieutenant or Sergeant.
7. Mechanics shall assist in the service and/or repair of ground support equipment and other items belonging to the SCSO.
8. Mechanics shall comply with all SCSO policies, procedures, and directives regarding safety, security, and protection of County property applicable to the provision of services under this Agreement.

E. Mechanic Schedule

1. The mechanics shall be available to work on a schedule that meets the needs of the Unit and adhere to a schedule mutually agreed upon by the SCSO Sergeant or designee, to perform routine or follow-up maintenance. Coordinate ongoing activities with Sergeant or designee as needed.
2. The mechanics assigned to perform services under this Agreement shall respond to the SCSO hangar Monday through Friday between the hours of 8:00 am and 5:00 pm when pre-scheduled a minimum of 24 hours in advance. If SCSO calls for service without advance notice, the mechanic will respond within 4 hours unless the requested service conflicts with pre-scheduled work for another customer. The mechanic will use his or her best efforts to respond in a timely manner to minimize delay in returning the Unit to service.
3. The mechanic shall be accessible by phone, and able to make verbal contact with the SCSO Sergeant or designee, on a daily basis, between the hours of 8:00 a.m. and 8:00 p.m.
4. Upon notification to Contractor by the SCSO Helicopter Lieutenant, Sergeant, or designee of an emergency situation, Contractor shall respond to the SCSO Helicopter Lieutenant, Sergeant, or designee by telephone communication within two hours of initial notification to schedule the requested service. Contractor shall provide service priority to the Unit over non-emergency repairs or projects, and make reasonable accommodations to service the aircraft, which functions as an emergency vehicle.
5. If the SCSO's helicopter is out of service at a location other than the Sonoma County Airport, the Contractor agrees to accommodate service requests with special attention.
6. Should mechanic overtime be necessary, prior approval shall be obtained from the SCSO Helicopter Lieutenant, Sergeant, or designee. SCSO shall not be liable for payment of any unauthorized overtime costs.

7. Each request for mechanic services shall be invoiced for a minimum of 2 hours of labor for each request.

F. Additional or Back-up Mechanics

1. In the event the primary mechanic assigned to perform services under this Agreement is temporarily unavailable due to illness, vacation, etc., Contractor shall provide a backup mechanic at the rate set forth in Exhibit B. If a back-up mechanic is not immediately available, Contractor shall communicate availability to the SCSO Helicopter Lieutenant.
2. In the event that scheduled or unscheduled maintenance requires assistance of additional mechanics, Contractor shall provide the required mechanics at the request of SCSO. If an additional mechanic is not immediately available, Contractor shall communicate availability to the SCSO Helicopter Lieutenant.

G. Mechanic Qualifications

1. Contractor shall ensure that all mechanics assigned to perform services under this Agreement have been trained and have expertise in the current maintenance requirements of a Bell 407 helicopter and have documented experience working on a Bell 407 within the last five years. Any costs associated with such training shall be the responsibility of the Contractor.
2. All mechanics assigned to perform services under this Agreement shall have and maintain an FAA Airframe and Powerplant (A&P) certificate.
3. Prior to performing services under this Agreement, Contractor shall submit to the SCSO a resume for each mechanic who may perform services under this Agreement. The resumes shall include work experience, school/courses attended, copies of current certificates, manufacturer's courses attended, and ratings held.
4. SCSO reserves the right to request documentation verifying the experience and qualifications of any mechanic assigned to perform services under this agreement at any time.

Exhibit B – Payment

A. RATES

1. Definitions

Assigned Mechanic: The mechanic assigned to provide the primary mechanic services under this Agreement.

Back-up Mechanic: A mechanic who performs services when Assigned Mechanic is unavailable.

Avionics/Structural: A mechanic who performs specialized Avionics or Structural services upon request.

Additional Mechanic(s): Any mechanic(s) who works with the Assigned Mechanic or Back-up Mechanic to expeditiously effectuate specific repairs or maintenance.

Travel: Flat Rate reimbursement for travel when the County requests the services of a mechanic.

Overtime: Any mechanic hours exceeding 8 hours per day, hours worked on a standard weekend, or a California approved holiday.

2. Mechanic Rates

All onsite visits will be billed for a minimum of 2 hours. Labor over 2 hours will be billed in quarter-hour increments.

Assigned Mechanic:	\$140.00 per hour
Assigned Mechanic Overtime:	\$210.00 per hour

Avionics/Structural Mechanic:	\$140.00 per hour
Avionics/Structural Mechanic Overtime:	\$210.00 per hour

Additional Mechanic:	\$140.00 per hour*
Additional Mechanic Overtime:	\$210.00 per hour*

Travel:	\$140.00 per hour calculated per quarter-hour for mechanic travel. Mileage at posted IRS rate.
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* Plus any related expenses with prior approval from SCSO Helicopter Lieutenant or Sergeant.

3. Parts Cost

Airframe Parts	MSLP (Manufacturer's Suggested List Price) less 5%
Aeronautical Accessories	MSLP less 5%
Engine Parts	MSLP plus 15%
All Other New Parts	MSLP plus 15%

Single items over \$50,000 will be invoiced separately. Large projects which will exceed \$450,000 will be billed progressively in increments not to exceed \$50,000. All invoices will be payable on Net 30 terms.

4. Services

All subcontracted repairs will be invoiced on a cost-plus markup basis as follows:

\$0.01 to \$25,000	Cost plus 15%
\$25,001 to \$50,000	Cost plus 12%
Over \$50,001	Cost plus 10%

5. Sales Tax

Sonoma County Sheriff's Office will be taxed at the appropriate Sonoma County sales tax rate. Services performed at RSI's facility will be taxed at the Fillmore, CA rate.

6. Freight Charges

Freight In and Freight Out charges may apply to all shipped orders. Aircraft on Ground (AOG), expedited, special orders, and oversize surcharges may be added to Sonoma County Orders.

7. Billback

For a flat rate exchange price to apply:

- a. The returned core has to have been removed as a normal time expired overhaul event and the returned core shall include the parts and service regularly included.
- b. No part of the returned core was altered outside the manufacturer's approved repair instructions.
- c. No part of the returned core is rejected for excessive corrosion, erosion, misuse, common neglect or abuse.
- d. The returned core was not the subject of an incident or accident.

If the Core is subject to one of the conditions above, RSI will notify the Customer's Project Manager of the discrepancy, and a proposed change order will be submitted detailing the additional Billback work, and cost required. The Customer will be issued a Billback invoice for the additional parts and labor to correct the Core discrepancies.

In the event the Customer does not return a core to RSI, the Customer will be charged an additional amount for the full value of the unreturned core. Returned cores must include records showing removal from a helicopter with traceability to an F.A.A. approved source.

8. Warranty

RSI cannot warranty parts sourced from an alternate provider. RSI's warranty will apply to provided labor only.

If Contractor is unable to provide any of the above listed rates for helicopter parts, then Contractor shall communicate available rates to the SCSO Helicopter Lieutenant or Sergeant prior to ordering parts.

B. INVOICING

All payments are based on County's acceptance of Contractor's performance of services as evidenced by successful completion of the deliverables described in the scope of services. County shall have no obligations to pay unless Contractor has successfully completed, and County has approved the services for which payment is due.

Extra charges, such as shop supplies, liability insurance, current hazardous waste disposal fees, etc., shall not be invoiced or paid separately. These charges are considered to be part of, and included in, the quoted rates. Any environmental fees that may be assessed after the start date of this Agreement shall be negotiated with the SCSO. A written request shall be submitted by Contractor to SCSO before the additional fees shall be due or owing.

Contractor shall submit monthly invoices to County covering the services performed and costs incurred in the previous month (in arrears). Such invoices shall include the following line items, and shall record costs in the five categories described in Exhibit A, Section C2, with supporting documentation as described below:

1. Salaries: Invoices shall include a summary of total hours worked by each mechanic performing services under this Agreement. Timecards shall be maintained on file at the SCSO hangar.
2. Overtime: Invoices shall include the total number of overtime hours worked by each mechanic. Timecards illustrating overtime worked shall be maintained on file at the SCSO hangar.
3. Parts and Materials: Invoices shall detail the quantity, description, part number, serial number (if applicable), list price, and extended price for each item billed. The appropriate contracted parts/materials discount or fee shall be reflected on the invoices and be applied to the grand total.
4. Additional tools and equipment: Invoices shall detail the approved cost of renting or purchasing tools or special equipment requested by the SCSO. Documentation supporting the cost shall be attached to the invoice.
5. Sub-contracting: Approved sub-contracting costs shall be itemized on the invoice. Documentation from the sub-contractor evidencing costs shall be attached to the Invoice.

Exhibit C – Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Contractor shall not commence Work, nor allow its employees, subcontractors, or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. Aviation General Liability Insurance

- a. Aviation General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$20,000,000 per Occurrence; \$20,000,000 General Aggregate; \$20,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured

retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. Insurance shall be continued for two (2) years after completion of the Work.
- e. **County of Sonoma, its officers, agents, and employees** shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for two (2) years after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status.
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Hangar Keepers Liability Insurance

- a. Minimum Limits:
 - i. Any one aircraft: \$15,000,000
 - ii. Any one loss: \$20,000,000
- b. Required Evidence of Insurance: Certificate of Insurance.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **Helicopter Maintenance Services Agreement.**
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, Attn: Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, CA 95403.
- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.