

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.50
(ID # 23556)

MEETING DATE:

Tuesday, January 09, 2024

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreement for Helicopter Engine Replacement Parts, Engine Inspection, Overhaul, Rental and Maintenance Services between County of Riverside and Safran Helicopter Engines USA, Inc. for Engine Related Services for Department Owned Helicopters Without Seeking Competitive Bids for Five (5) Years; All Districts; [Total Cost \$4,375,000; \$875,000 Annual Cost]; 100% General Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement for Helicopter Engine Replacement Parts, Engine Inspection, Overhaul Rental and Maintenance Services between the County of Riverside and Safran Helicopter Engines USA, Inc. (Agreement) for a total aggregate amount of \$4,375,000, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Approve and Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to issue purchase orders to Safran for Arriel 2B, 2B1, 2D, and 2E replacement helicopter engine parts, and services relating to engine inspection, overhaul, rental, maintenance and repair without securing competitive bid for an aggregate amount of \$875,000 annually for five years of the Agreement.

ACTION:Policy

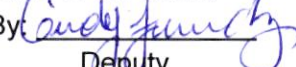

David Lelevier, Assistant Sheriff 12/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$875,000	\$875,000	\$ 4,375,000	\$ 0
NET COUNTY COST	\$875,000	\$875,000	\$ 4,375,000	\$ 0
SOURCE OF FUNDS: 100% General Fund			Budget Adjustment:	No
			For Fiscal Year:	23/24- 27/28

C.E.O. RECOMMENDATION: Approve

BR #24-051

Prior Agenda 3.34 4/24/18; 3.12 3/25/14

BACKGROUND:

Summary

Since 2001, the Riverside County Sheriff's Department - Aviation Division has been operating Airbus helicopters for patrol, surveillance, and search and rescue operations. The Department's fleet consists of three (3) Airbus AS350B3 and two (2) Airbus AS350B3e helicopters, in which the engines are manufactured with Safran Arriel 2B, 2B1, 2D, and 2E series helicopter engines. These helicopter engines require ongoing repair and maintenance services at specific time intervals. When helicopter engines reach a maximum allowable run time set by the manufacturer, the engines must be removed from the aircraft and overhauled. The overhaul includes labor, parts, an intensive inspection, maintenance, and repair of all aircraft components.

Per the Federal Aviation Administration (FAA), the aircraft manufacturer must certify replacement parts for the aircraft. Airbus is the Original Equipment Manufacturer (OEM) of the aircraft airframe and uses Safran series engines to power their aircraft. Safran is the only FAA-certified level IV maintenance provider for the Arriel 2B, 2B1, 2D, and 2E series engines in the United States who can overhaul the engines operated in Department owned helicopters. Safran's level IV rating means they can inspect, repair, overhaul, and manufacture the engines per FAA and OEM standards.

Safran maintains the proprietary rights for the Arriel 2B, 2B1, 2D, and 2E engine's Hydro Mechanical Unit (HMU) and Fuel Control Unit (FCU). Safran is the only authorized service provider for the HMU in the United States. As the Manufacturer, Safran offers Time Before Overhaul (TBO) extensions at its discretion on engine components and parts. Safran offers specific commercial concessions related to the Arriel 2B, 2B1, 2D, and 2E engines upon request (manual updates, service bulletins, etc.) Safran maintains a supply of rental engines that are offered to customers while the customer's engine is at Safran being serviced.

Safran has maintained the engines in the Department's fleet of Airbus helicopters since they were purchased. Safran maintains a stock of parts and rental engines, ensuring parts are

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STATE OF CALIFORNIA**

delivered in a timely manner when orders are submitted. Safran's stock of rental engines allows the Department to continue flying aircraft while the Department-owned engines are with Safran for repair.

Impact on Citizens and Businesses

Regular aircraft maintenance is required to allow the Department to keep the aircraft flying and available for law enforcement and search and rescue missions, thus enhancing our ability to provide services to the residents and communities of Riverside County.

Contract History and Price Reasonableness

Safran's pricing structure to the County is consistent with the pricing offered to other municipalities/government agencies. In 2016, when San Bernardino County completed its engine overhaul, the total cost was approximately \$401,000, which did not include the HMU component of \$50,000. The HMU component is now \$90,000. In December 2022, the Department also completed an engine overhaul, and the total cost was \$610,476. The Department currently estimates the engine overhaul cost to be between \$600,000 to \$700,000. This estimate is higher to account for the higher cost of the HMU component and unforeseen part(s) replacement and services once the vendor provides a thorough assessment of the repair. The San Bernardino County Sheriff's Department is charged the equivalent labor rate by Safran.

ATTACHMENTS

- Professional Services Agreement for helicopter engine replacement parts, engine inspection, overhaul, rental, and maintenance services with Safran Helicopter Engines USA, Inc.
- Sole Source Justification #23-232


Meghan Hahn, Director of Procurement 12/15/2023


Rebecca S Cortez, Principal Management Analyst 1/2/2024


Amrit Dhillon 12/5/2023


Aaron Gettis, Deputy County Counsel 12/12/2023

PROFESSIONAL SERVICES AGREEMENT

for

**HELICOPTER ENGINE REPLACEMENT PARTS, ENGINE INSPECTION, OVERHAUL,
RENTAL AND MAINTENANCE SERVICES**

between

COUNTY OF RIVERSIDE

and

SAFRAN HELICOPTER ENGINES USA, INC.



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This Agreement made and entered into this 5th day of December 2023, by and between Safran Helicopter Engines USA, Inc. (herein referred to as "CONTRACTOR" or "SafranHE USA"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed four million three hundred seventy-five thousand dollars (\$4,375,000.00) including all expenses for the duration of this Agreement. The COUNTY shall not approve any quote submitted by the CONTRACTOR that will result in the exceedance of the maximum payments amount allowable within the 5-year period. For clarity, CONTRACTOR will not provide any services that will exceed Payment Provision referenced above. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified

amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff 's Department
Aviation Division
4850 W Stetson Avenue
Hemet, CA 92545

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-03535-003-06/26) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination. CONTRACTOR may terminate this Agreement without cause upon thirty (30) days written notice served upon the COUNTY stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County or via teleconference before a neutral third party mediator. The parties shall share the cost of the mediation.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. [Reserved]

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, disability, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

Strictly related to this Agreement, CONTRACTOR shall make available, upon written request by a duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and

records as are necessary to certify the nature and extent of the CONTRACTOR's costs strictly related to this Agreement. Such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Sheriff's Department

CONTRACTOR

Safran Helicopter Engine USA, Inc.

4095 Lemon St.
3rd Floor
Riverside, CA 92501
Attn: Purchasing

2709 N Forum Dr.
Grand Prairie, TX 75052

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, epidemic, pandemic, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements (If Applicable)

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 COUNTY OF RIVERSIDE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR AND ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND/OR INSURERS (COLLECTIVELY "SAFRANHE USA INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITY, COSTS, EXPENSES (INCLUDING ATTORNEYS' AND EXPERTS' FEES), CLAIMS OR DEMANDS OF ANY NATURE WHATSOEVER FOR DAMAGES BY REASON OF THE INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY BELONGING TO SAFRANHE USA INDEMNIFIED PARTIES, RIVERSIDE COUNTY SHERIFF DEPARTMENT OR ANY THIRD PARTY ARISING OUT OF (I) RIVERSIDE COUNTY SHERIFF DEPARTMENT 'S USE, OPERATION OR CONTROL OF EQUIPMENT AND/OR

(II) THE ACTS OR OMISSIONS OF COUNTY OF RIVERSIDE IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

21.2 The liability of SafranHE USA with respect to this Agreement, or anything done in connection herewith such as the performance or breach thereof, or from the manufacture, installation or technical direction of installation, maintenance, repair or use of any Equipment covered by or furnished under this Agreement, whether in contract, in tort, under any warranty, or otherwise, is limited to the repair or replacement, at SafranHE USA's election, of the Equipment on which liability is based.

21.3 In no event will SafranHE USA be liable for any incidental, consequential, special, punitive or indirect damages, including but not limited to loss of profits, loss of revenue, loss of contract, loss of business opportunity or loss of use (including use of Aircraft or use of the Covered Equipment) whether asserted by Riverside County Sheriff Department or any third party even if informed of the possibility of such damages. For the avoidance of doubt, damage to the Aircraft or third parties shall be considered consequential damages.

21.4 COUNTY accepts and agrees that the only warranty provided by SafranHE USA as to the Equipment and Services covered and supplied under this Agreement shall be to provide the Services for the duration of this Agreement. It is expressly agreed between COUNTY and SafranHE USA that the benefits of the warranties granted by SafranHE USA to COUNTY pursuant to this Article in relation to the Services and Equipment provided pursuant to this Agreement are to the extent permitted by law in lieu of any and all warranties whatsoever expressed or implied granted by Safran Helicopter Engines on the Equipment under the initial sale of said Equipment to COUNTY all other warranties, whether written, oral, expressed, implied or statutory (including, without limitation, any warranty of merchantability and fitness for particular purpose or against hidden, concealed or latent defect). However upon termination or Expiry of this Agreement, the warranty provisions, as granted by SafranHE USA (or any of its Affiliates, as applicable) on the Equipment under the corresponding sale thereof, shall apply for the remaining period of warranty if any. For the avoidance of doubt it means that for the Services not covered and supplied under this Agreement (if any), COUNTY shall be covered by the warranty according to Safran Helicopter Engines Warranties Conditions.

22. Insurance

22.1 COUNTY shall take out and maintain in force at least the following insurances and amounts:

A. Workers' Compensation and Employers Liability Insurance:

For all its employees engaged in performing obligations under this Agreement, workers' compensation and employers' liability insurance or similar insurance in accordance with applicable law, which may be applicable to those employees.

B. Aircraft Third Party Liability Insurance:

COUNTY shall maintain comprehensive aircraft third party liability insurance for an amount of not less than eighteen million US Dollars (18,000,000.00 USD) for any one occurrence and aggregate per year.

C. Hangar Keeper's Liability Insurance or Property on Care or Custody Insurance:

COUNTY shall effect and maintain Hangar Keeper's Liability Insurance or Property on Care or Custody Insurance. The amount of such insurance cover shall at least be equal to the full replacement value of all SafranHE USA Owned Equipment under the custody and care of Riverside County Sheriff's Department.

SafranHE USA and its affiliates must be added as additional insured and shall receive at least thirty (30) Days' prior notice in the event of cancellation or modification to the policy limits. The policies shall be primary in the event of loss and a provision must be made indicating that where there is more than one insured the policy shall respond as if each were separately insured.

22.2 Upon request by SafranHE USA, COUNTY shall provide certificates of insurance as per the above Articles.

22.3 The Parties further agree that the minimum insurance requirements as set forth above shall not limit or waive a Party's legal or contractual responsibilities to the other Party or others.

22.4 All insurance policies referred to in this article Section 22 shall contain the indemnity and hold harmless provisions contained under this Section 22 in favor of SafranHE USA, its affiliates and their officers, directors, employees and insurers. Riverside County Sheriff's Department shall supply SafranHE USA with certificates of insurance evidencing that such indemnity and hold harmless provisions are agreed by COUNTY's insurers.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 [Reserved]

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

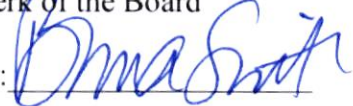
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
CHUCK WASHINGTON, Chair
Board of Supervisors

Dated: 1/9/24

ATTEST:
Kimberly Rector
Clerk of the Board

By: 

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Anrit P. Dhillon
Deputy County Counsel

SAFRAN HELICOPTER ENGINES USA, INC.

By: 
Name: Thierry Derrien
Title: Chief Executive Officer

Dated: November 20, 2023



Exhibit A
Scope of Service

The COUNTY owns three (3) Airbus AS35083 and two (2) Airbus AS350B3e helicopters that embody SafranHE Arriel 2B, 2B1, 2D, and 2E Series aircraft engines.

1. CONTRACTOR shall supply all the parts, material, equipment, tools, and labor to perform the necessary maintenance, inspection, overhaul and/or repairs to the designated equipment per FAA and OEM standards.
2. CONTRACTOR shall provide Maintenance, Repair, and Overhaul (MRO) services based on SafranHE Engine Maintenance Manual criteria.
3. CONTRACTOR may offer a rental engine, based on availability, that may be offered at a per flight hour and daily fee rate while OPERATOR engine is receiving MRO services.
4. If it is determined by the CONTRACTOR that MRO services are required, the CONTRACTOR shall notify the COUNTY and provide a written itemized estimate that identifies the necessary MRO services required, labor hours estimated to complete the service, cost of parts and material, and warranty information. No MRO services shall be made without prior authorization in writing from the COUNTY.
5. A copy of CONTRACTOR's standard terms and conditions (the "Terms") are attached to this agreement as Exhibit B and shall apply. In the event of a conflict between the Terms and this agreement, this Agreement shall take precedence.

Exhibit B
Payment Provisions

Total costs to CONTRACTOR shall not exceed \$4,375,000.00 within the 5-year period. The COUNTY shall not approve any quote submitted by the CONTRACTOR that will result in the exceedance of the maximum payments amount allowable within the 5-year period. For clarity, CONTRACTOR will not provide any services that will exceed Payment Provision referenced above.

Contractor Terms and Conditions





Riverside County Sheriff's Department

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

Date: June 15, 2023
From: Amanda Bennett, Deputy Director of Administrative Services
To: Purchasing Agent
Via: Sergeant Caleb Curtner, Sheriff's Aviation Unit, 951.925.9591
Subject: Sole Source Procurement; Request for engine replacement parts, engine inspection, overhaul, rental and maintenance services

The below information is provided in support of my department requesting approval for a sole source.

1. **Supplier being requested: Safran Helicopter Engine USA, Inc.**
2. **Vendor ID: 208879**
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
 Yes **No**
SSJ # 18-155
- 4a. **Was the request approved for a different project?**
 Yes **No**

5. Supply/Service being requested:

Since 2001, Sheriff's Aviation has been operating Airbus helicopters for patrol and search and rescue operations. As the Original Equipment Manufacturer (OEM) of the aircraft airframe, Airbus uses Safran series engines to power their aircraft. The Department currently owns three Airbus AS35083 and two Airbus AS350B3e helicopters, manufactured with Safran's Arriel 2B, 2B1, 2D, and 2E series aircraft engines. Per the Federal Aviation Administration (FAA), the aircraft manufacturer must certify replacement parts for aircraft. The Sheriff Aviation unit requests engine replacement parts, inspections, repairs, and rental services from Sanfran.

6. Unique features of the supply/service being requested from this supplier.

- Safran is the only FAA certified level IV maintenance provider for the Arriel 2B, 2B1, 2D, and 2E series engines in the United States. With the level IV rating, they can inspect, repair, overhaul, and

- manufacture the engines per FAA and OEM standards.
- Sole authorized overhaul center for Hydro Mechanical Unit (HMU) and Fuel Control Unit (FCU) installed on the Arriel 28, 2B1, 2D, and 2E engines. The HMU and FCU are proprietary components of Safran.
- Authorized to offer time before overhaul (TBO) extension concessions on engine components and parts. Safran offers specific commercial concessions related to the Arriel 2B, 2B1, 2D, and 2E engines upon request (manual updates, service bulletins, etc.)
- Maintains a supply of rental engines that are offered to customers at a pay by the hour rate while the customer's engine is being serviced.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

Safran has maintained the Department's helicopter engines from the time of purchase. Aircraft engines require regular maintenance services at specific time intervals, and after a specific time of use, require an inspection by the engine manufacturer. Regular aircraft maintenance is required to allow the Department to keep aircraft flying and available for law enforcement patrol, surveillance, and search and rescue operations. Safran's thoroughly maintained inventory of parts and engines ensures parts are delivered in a timely manner, thus reducing the time a helicopter is grounded. Having access to rental engines allows the Department to continue their flight operations while the engines are being inspected. The ability to continue flight operations with minimal interruption is crucial for all areas of public safety.

8. Period of Performance: From: 7/1/2023 to 6/30/2028

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
Ongoing Costs:						
Parts and engine inspection, repair, overhaul and rental services	\$875,000.00	\$875,000.00	\$875,000.00	\$875,000.00	\$875,000.00	\$4,375,000.00
Previous SSJ Approved Amounts:	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$3,750,000.00
Total Costs	\$875,000.00	\$875,000.00	\$875,000.00	\$875,000.00	\$875,000.00	\$4,375,000.00



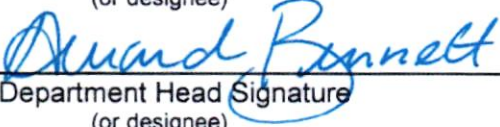
10. Price Reasonableness:

Sheriff's Aviation requests \$875,000 per year to be dispersed aggregately over a five-year contract.

This purchase includes product warranty, customer service, and unlimited free training from US-based offices.

Safran's pricing structure is consistent with pricing they provide to other municipalities/government agencies. In 2016, when San Bernardino County completed their engine overhaul, the total cost was approximately \$401,000, which did not include the HMU component of \$50,000. The HMU component is now \$90,000. In December 2022, the Department also completed an engine overhaul, and the total cost was \$610,476.43. The Department currently estimates the engine overhaul cost to be between \$600,000 to \$700,000. This estimate is higher to account for the higher cost of the HMU component and unforeseen part(s) replacement and services once the vendor provides a thorough assessment of the repair. The San Bernardino County Sheriff's Department is charged the equivalent labor rate by Safran.

11. Projected Board of Supervisor Date (if applicable): _____

	MISTY REYNOLDS	6/15/23
Chief Deputy Signature (or designee)	Print Name	Date
	DAVID LELOVIER	6/15/23
Assistant Sheriff Signature (or designee)	Print Name	Date
	Amanda Bennett	6/15/23
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 875,000 / per fiscal year through 6/30/28 (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____
FY _____ : \$ _____

<i>Meghan Hahn</i>	6/16/23	23-232
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)