

Attachment B
Exhibits (A, A1, B, B1, C)

EXHIBIT A

STATEMENT OF WORK

Guardian Helicopters Incorporated will provide 1 (one) Bell UH-1H Water-Dropping Helicopter for Public Use Fire Support activities on a Call-When-Needed basis within the County of Santa Barbara. COUNTY agrees that this agreement is subject to availability of the aircraft. (See attached)

EXHIBIT A1

County of Santa Barbara Fire Proposal



GUARDIAN
HELICOPTERS, inc.
Professional. Versatile. Personal.

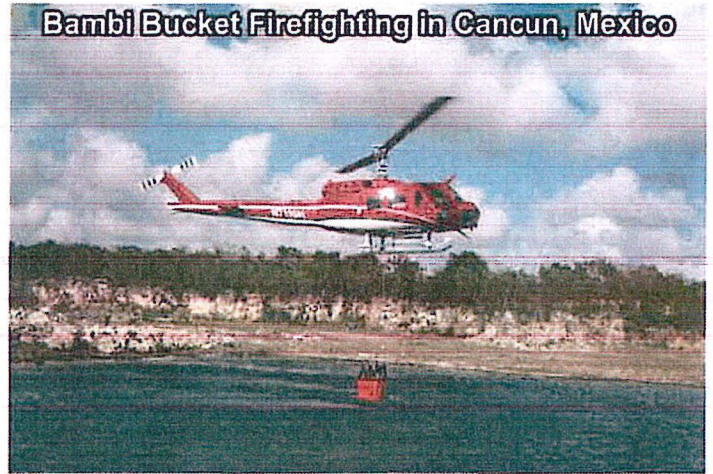


Bell UH-1H (Huey)

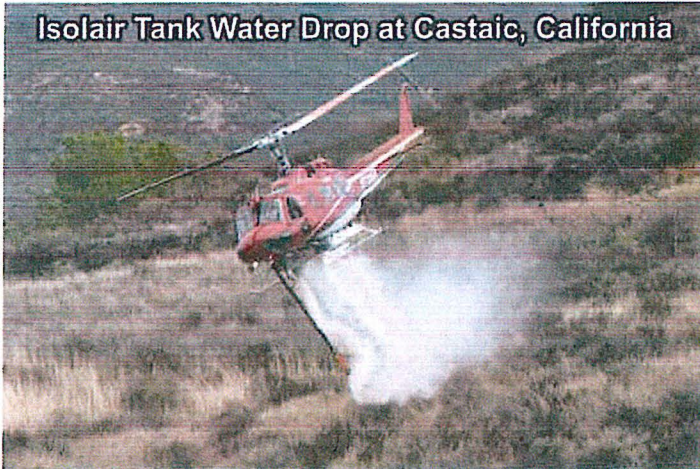
The agency choice for search and rescue and firefighting, the Bell UH-1H can be configured for Bambi Bucket (324 gallons) or Isolair water tank (323 gallons) missions. With its 1800 Horse Power engine, the Huey can carry up to 14 passengers plus the pilot and crew chief (under public use operations)

Guardian Helicopters, Inc. has a solid record of reliability and success with an unblemished safety record. We have a great deal of experience as a Flight Operations Provider with government and public entities throughout the United States such as the U.S. Forest Service (including an exclusive use contract in the Los Padres National Forest), the U.S. Department of the Interior and the California Department of Forestry Service.

Bambi Bucket Firefighting in Cancun, Mexico



Isolair Tank Water Drop at Castaic, California



All of our aircraft and pilots are interagency carded and our pilots have thousands of hours of flight experience in Fire-Fighting, Mountainous Terrain (including Santa Barbara County Tea Fire & Jesusita Fire), Law Enforcement, Drug Interdiction, Search and Rescue and general emergency response. Guardian Helicopters has also provided disaster relief assistance such as the relief efforts following Hurricane Katrina. As a result of these missions, our pilots have become familiar with challenging and irregular landing sites.

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TECHNICAL PROPOSAL

Guardian Helicopters has a great deal of experience as a Flight Operations Provider with government and public entities throughout the United States such as the U.S. Forest Service (including an exclusive use contract in the Los Padres National Forest), the U.S. Department of the Interior and the California Department of Forestry. All of our aircraft and pilots are interagency carded and our pilots have thousands of hours of flight experience in Fire-Fighting, Mountainous Terrain (including Santa Barbara County Tea Fire & Jesusita Fire), Law Enforcement, Drug Interdiction, Search and Rescue and general emergency response. Guardian Helicopters is very proud of its perfect safety record.

Under a **Call-When-Needed** contract, Guardian Helicopters would provide:

1. One UH-1H Bell Helicopter with fire fighting capabilities
2. All related fuel and aircraft maintenance
3. Experienced pilot with prompt response times
4. A fuel truck to provide fueling at remote sites
5. A Commercial Driver/A&P Mechanic with Haz Mat certification and experience on the UH-1H helicopter model
6. GHI would handle all payroll, taxes, & employee retirement benefits
7. GHI would provide the workers with all health and welfare benefits
8. Worker's Compensation coverage for all staff
9. GHI provides Aircraft and Liability Insurance with coverage limits no less than \$15,000,000
10. GHI would ensure the aircraft deploys promptly (subject to availability)
11. During deployment, GHI will base the Aircraft at airport location of your choice.

Guardian Helicopters' UH-1H Bell Helicopter would not be dedicated to the County of Santa Barbara. While Guardian will strive to provide maximum use, the Aircraft availability is subject to prior deployment.



PRICE PROPOSAL
2017 SEASON – FIRE FIGHTING SUPPORT

PROGRAM WITH ONE UH-1H AIRCRAFT (current Fire Department aircraft)

CALL-WHEN-NEEDED – January 1, 2017 to December 31, 2017

Subject to aircraft availability

Sunrise to Sunset availability up to 14 hour duty times

Includes Fuel Truck and driver

Includes all related aircraft and vehicle fuel

- **\$3,050 per flight hour each aircraft (minimum of 3 hours per day, each aircraft)**
- **\$3,050 per hour ferry time to and from job site**
- **Per Diem (lodging and incidentals) at posted Federal GSA rate, currently \$164 for lodging, and \$74 for incidentals. Per Diem for each worker (1 pilot, 1 mechanic + 1 driver)**
- **Mileage Reimbursement of \$3.50 per mile for each fuel truck**



PRICE PROPOSAL
2018 SEASON – FIRE FIGHTING SUPPORT

PROGRAM WITH ONE UH-1H AIRCRAFT (current Fire Department aircraft)

CALL-WHEN-NEEDED – January 1, 2018 to December 31, 2018

Subject to aircraft availability

Sunrise to Sunset availability up to 14 hour duty times

Includes Fuel Truck and driver

Includes all related aircraft and vehicle fuel

- **\$3,150 per flight hour each aircraft (minimum of 3 hours per day, each aircraft)**
- **\$3,150 per hour ferry time to and from job site**
- **Per Diem (lodging and incidentals) at posted Federal GSA rate, price TBD for lodging and incidentals. Per Diem for each worker (1 pilot, 1 mechanic + 1 driver)**
- **Mileage Reimbursement of \$3.50 per mile for each fuel truck**



US Department
of Transportation
**Federal Aviation
Administration**

Operating Certificate

This certifies that

**GUARDIAN HELICOPTERS, INC.
16425 Hart Street
Van Nuys, California 91406**

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct

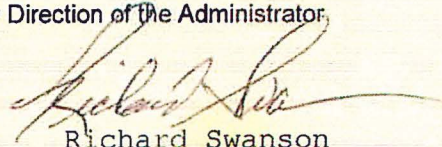
Rotorcraft External Load Operations

in accordance with said Act and its rules, regulations, and standards;

Class A, Class B, and Class C loads are authorized

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect until July 31, 2017. Valid only for helicopters specified on the attached FAA approved list.

By Direction of the Administrator,



Richard Swanson

(Signature)

Manager, Van Nuys FSDO

(Title)

Certificate number: GH4L133K

Effective Date: July 10, 2003

Renewed: 07/15/2015

Issued at: WP01



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Flight Standards District Office

16501 Sherman Way, Suite #330
Van Nuys, California 91406
818-904-6291, Fax: 818-786-9732

May 18, 2015

Guardian Helicopters, Inc.
Nobutada Yamauchi
16425 Hart Street
Van Nuys, CA 91406

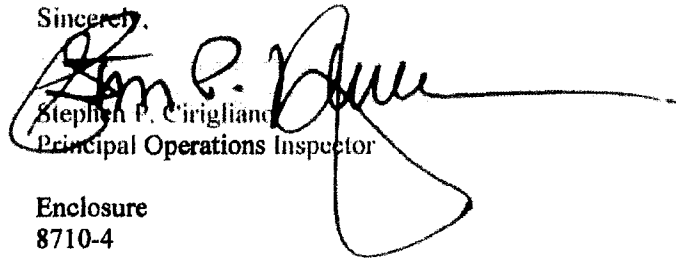
Dear Mr. Yamauchi:

This letter authorizes the following rotorcraft to be operated in accordance with Title 14 CFR Part 133, and the provisions and limitations of Operating Certificate Number GH4L133K, issued July 22, 2013.

This aircraft list must be attached to and is part of Operating certificate Number GH4L133K:

Bell	BHT-206-L3	N6516K	Class A, B and C
Bell	BHT-206-B3	N218GH	Class A, B and C
Eurocopter	AS-350-B2	N498PT	Class A, B and C
Eurocopter	AS-350-B3	N215GH	Class A, B and C
Eurocopter	AS-350-B3	N718GH	Class A, B and C
Bell	UH-1H	N16TV	Class A, B and C
Bell	UH-1H	N711GH	Class A, B and C
Bell	BHT-212	N212BT	Class A, B and C
Bell	BHT-205A1	N205BT	Class A, B and C

Sincerely,



Stephen P. Cirigliano
Principal Operations Inspector

Enclosure
8710-4



US Department
of Transportation
Federal Aviation
Administration

Operating Certificate

This certifies that

GUARDIAN HELICOPTERS, INC.
16425 Hart Street
Van Nuys, California 91406

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct

Commerical Agricultural Aircraft Operations

in accordance with said Act and the rules, regulations, and standards; **dispensing of economic poisons is prohibited.**

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect **indefinitely.**

By Direction of the Administrator

ROBYN L. MILLER

(Signature)

Manager, Van Nuys FSDO

(Title)

Certificate number: GH4G133K

Effective Date: August 21, 2002

Issued at: WP01

STERLINGRISK AVIATION

CERTIFICATE OF INSURANCE

Certificate Holder: County of Santa Barbara
 Fire Department
 4410 Cathedral Oaks Road
 Santa Barbara, CA 93110

Named Insured: Guardian Helicopters, Inc.
 16425 Hart Street
 Van Nuys, CA 91406

Policy Period: **From:** 7/30/2016 **To:** 7/30/2017

Policy Number: Lead Policy #FV001855481-11

Issuing or Lead Company: National Union Fire Ins. Co. of Pittsburgh, PA through AIG Aerospace Insurance Services and various US domestic insurers as held on file in the offices of SterlingRisk of Florida.

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aircraft:			Coverage:		
Year	Make and Model	Reg No	Insured Value	Deductibles NIM/IM	Liability Limit
2009	BELL UH-1H	N711GH	\$ as on file	\$as on file / \$as on file	\$ 25,000,000

CSL Including PAX

Sublimit applicable to passengers: \$ per passenger N/A

All aircraft owned or operated by the Named Insured which are scheduled as insured aircraft under the above policy:

THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION OR MATERIAL CHANGE.

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE AIRCRAFT LIABILITY COVERAGE AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

The inclusion of such additional interests shall not operate to increase the limit of the insurer's liability. As respects the additional insured(s) added hereunder, coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of the aircraft of aircraft parts, and/or air traffic control operations by the additional insured(s).

Certificate Number: 25633
 Issued On: July 22, 2016

By: [Signature]
 (Authorized Representative)

Exhibit A1 Page 9



EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$119,279.
- Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A1** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A1**.
- Monthly, CONTRACTOR shall submit to the FIRE DEPARTMENT, ATTENTION: FINANCE MANAGER an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B1



PRICE PROPOSAL
2017 SEASON – FIRE FIGHTING SUPPORT

PROGRAM WITH ONE UH-1H AIRCRAFT (current Fire Department aircraft)

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EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Aircraft Liability:** Insurance for bodily injury and property damage liability with a combined single limit no less than \$15,000,000.
4. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.