



Contract Number

23-937

SAP Number

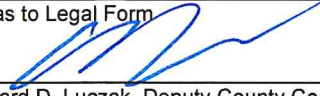
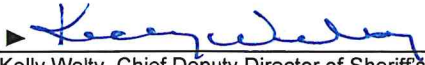
Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	909-387-0640
Contractor	Flight Safety International, Inc.
Contractor Representative	Jason Svoboda
Telephone Number	(714) 235-5302
Contract Term	09/01/2023 – 12/31/2027
Original Contract Amount	\$690,900
Amendment Amount	-----
Total Contract Amount	\$690,900
Cost Center	4430001000

Briefly describe the general nature of the contract:

Agreement and General Terms and Conditions, including non-standard terms, for the provision of aircraft flight training, in a total aggregate amount of \$690,900, for a term beginning September 1, 2023, through December 31, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form  Richard D. Luczak, Deputy County Counsel Date <u>8/14/2023</u>	Reviewed for Contract Compliance _____ Date _____	Reviewed/Approved by Department  Kelly Welty, Chief Deputy Director of Sheriff's Administration Date <u>8/15/23</u>
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FlightSafety

INTERNATIONAL

FlightSafety International Event Based Agreement for Training

This Agreement made effective this 1 day of **September, 2023** between **FlightSafety International Inc.** and its subsidiaries (“FSI”) and **San Bernardino Co.Sheriff-Coroner's Dept,** Account no **1317,** hereinafter referred to as the Customer. Whereas the Customer is desirous of utilizing and FSI is willing to furnish training services for the customer’s personnel as follows:

Year	Course Description	No of Events	Price Per Event	Currency	Pricing Validity
Year 01	Bell 212, Initial Pilot	*	27,700.00	USD	09/01/2023 - 12/31/2023
	Bell 212, Prior Experience	*	21,100.00	USD	
	Bell 212, Recurrent Pilot with NVG	*	15,500.00	USD	
	Bell 212, Recurrent Pilot	*	14,400.00	USD	
	KA200, Initial Pilot	*	13,000.00	USD	
	KA200, Prior Experience	*	9,900.00	USD	
	KA200, Recurrent Pilot	*	7,200.00	USD	
	AS350 B3, Initial Pilot	*	12,900.00	USD	
	AS350 B3, Prior Experience	*	10,800.00	USD	
	AS350 B3, Recurrent Pilot with NVG	*	8,500.00	USD	
	AS350 B3, Recurrent Pilot	*	7,200.00	USD	
Year 02	Bell 212, Initial Pilot	*	28,900.00	USD	01/01/2024 - 12/31/2024
	Bell 212, Prior Experience	*	22,000.00	USD	
	Bell 212, Recurrent Pilot with NVG	*	16,200.00	USD	
	Bell 212, Recurrent Pilot	*	15,000.00	USD	
	KA200, Initial Pilot	*	13,600.00	USD	
	KA200, Prior Experience	*	10,300.00	USD	
	KA200, Recurrent Pilot	*	7,500.00	USD	
	AS350 B3, Initial Pilot	*	13,500.00	USD	
	AS350 B3, Prior Experience	*	11,300.00	USD	
	AS350 B3, Recurrent Pilot with NVG	*	8,900.00	USD	
	AS350 B3, Recurrent Pilot	*	7,500.00	USD	
Year 03	Bell 212, Initial Pilot	*	30,100.00	USD	01/01/2025 - 12/31/2025
	Bell 212, Prior Experience	*	23,900.00	USD	
	Bell 212, Recurrent Pilot with NVG	*	16,900.00	USD	
	Bell 212, Recurrent Pilot	*	15,600.00	USD	
	KA200, Initial Pilot	*	14,200.00	USD	
	KA200, Prior Experience	*	10,800.00	USD	
	KA200, Recurrent Pilot	*	7,800.00	USD	
	AS350 B3, Initial Pilot	*	14,100.00	USD	
	AS350 B3, Prior Experience	*	11,800.00	USD	
	AS350 B3, Recurrent Pilot with NVG	*	9,300.00	USD	
	AS350 B3, Recurrent Pilot	*	7,800.00	USD	
Year 04	Bell 212, Initial Pilot	*	31,400.00	USD	01/01/2026 - 12/31/2026
	Bell 212, Prior Experience	*	24,900.00	USD	
	Bell 212, Recurrent Pilot with NVG	*	17,600.00	USD	
	Bell 212, Recurrent Pilot	*	16,300.00	USD	
	KA200, Initial Pilot	*	14,800.00	USD	
	KA200, Prior Experience	*	11,300.00	USD	
	KA200, Recurrent Pilot	*	8,200.00	USD	
	AS350 B3, Initial Pilot	*	14,700.00	USD	
	AS350 B3, Prior Experience	*	12,300.00	USD	
	AS350 B3, Recurrent Pilot with NVG	*	9,700.00	USD	
	AS350 B3, Recurrent Pilot	*	8,200.00	USD	

Initials



FlightSafety

INTERNATIONAL

Year 05	Bell 212, Initial Pilot	*	32,700.00	USD	01/01/2027 - 12/31/2027
	Bell 212, Prior Experience	*	25,900.00	USD	
	Bell 212, Recurrent Pilot with NVG	*	18,400.00	USD	
	Bell 212, Recurrent Pilot	*	17,000.00	USD	
	KA200, Initial Pilot	*	15,400.00	USD	
	KA200, Prior Experience	*	11,800.00	USD	
	KA200, Recurrent Pilot	*	8,600.00	USD	
	AS350 B3, Initial Pilot	*	15,300.00	USD	
	AS350 B3, Prior Experience	*	12,800.00	USD	
	AS350 B3, Recurrent Pilot with NVG	*	10,100.00	USD	
	AS350 B3, Recurrent Pilot	*	8,600.00	USD	

Term of Agreement

September 01, 2023 to December 31, 2027

Payment Plan

Net 45 unless other terms have been established

Additional Terms Agreed to under this Agreement:

In consideration of the preferred rates listed in this Agreement, Customer agrees to train exclusively with FlightSafety on the aforementioned programs for the duration of the Agreement. Should Customer not meet the exclusivity requirements as noted above, Customer agrees to pay FSI, as liquidated damages and not as a penalty, the difference between the contract rates set forth herein and the published prices for the period of time Customer received training under this Agreement.

For the purpose of this Agreement, the word “exclusively” refers to all aircraft training programs, in the aforementioned agreement, to which FlightSafety can provide a simulator training solution. FlightSafety will provide best efforts to meet the specific scheduling requirements of the customer. If the training dates offered do not meet, within reason, the expectations and/or training requirements of the Customer, the Customer will contact FSI’s Regional Sales Manager with the request. FSI shall have (10) business days to find a suitable alternative schedule. If after the (10) business days the parties cannot agree on schedule, FSI shall release Customer exclusivity requirement for the specific training event.

In the event that Customer reasonably determines that the performance of the training services provided are not satisfactory, Customer shall promptly notify FSI’s Regional Sales Manager, in writing, describing the basis for its dissatisfaction. FSI shall have sixty (60) days from receipt of such notification to take corrective action or re-perform the training services, subject to availability of parts and data. If after such sixty (60) day period the Customer remains dissatisfied with the corrected or re-performed services, the Customer shall have the right to terminate the Agreement upon written notice to FlightSafety.

Pilots training under this agreement are eligible to receive an “eLearning Subscription” at no additional charge. Certain course exclusions apply. Refer to “Appendix A- Eligible eLearning Courses” for a list of courses available through the eLearning Subscription. The customer will have the option to add International Procedures eLearning Recurrent to any user subscription for an additional \$600 per enrollment.

Event Based Training Agreement Terms:

Customer agrees to all FlightSafety Agreement Terms and Conditions of Sale dated 01/01/2023, available at: www.flightsafety.com/fsiterms/. Such Terms and Conditions are incorporated herein by reference.

FlightSafety International Inc.

By

Mitch Waxler - Director

Print Name/Title

Mitch Waxler - Director

Mitch Waxler - Director (Aug 2, 2023 17:01 EDT)

Signature

Aug 2, 2023

Date

San Bernardino Co. Sheriff-Coroner's Dept, Account No. 1317

By

Dawn Rowe, Chair, Board of Supervisors

Print Name/Title

Dawn Rowe

Signature

AUG 2 2 2023

Date

Initials

DR

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL BERNARDINO
Clerk of the Board of Supervisors
of the County of San Bernardino

By  _____
Deputy

TERMS AND CONDITIONS OF SALE – TRAINING SERVICES (REV. 01/01/2023)

1. **Nature of these Terms and Conditions.** These Terms and Conditions of Sale (“**Terms and Conditions**”) are incorporated by reference into each training services agreement (the “**Services Agreement**”, together with these Terms and Conditions, the “**Agreement**”) entered into between the customer named in the Services Agreement (“**Customer**”) and FlightSafety International Inc. or any of its subsidiaries or related entities (“**FlightSafety**”). Individuals trained pursuant to the Agreement are referred to as “**Clients**.” If the Services Agreement has expired or is otherwise not in effect, and FlightSafety permits services to be provided, Customer agrees that FlightSafety will conduct such training pursuant to these Terms and Conditions. All other terms and conditions, including those set forth in any purchase order or request for proposal provided by Customer, are expressly excluded, and Customer agrees that the Agreement is the entire and exclusive understanding of the parties. In the event of a conflict between these Terms and Conditions and the Services Agreement, the Services Agreement controls.
2. **Training Services**
 - a. FlightSafety will provide the services described in the Services Agreement (the “**Services**”) at the appropriate FlightSafety facility in accordance with applicable laws and regulations. FlightSafety Instructors providing the Services will be appropriately certified and trained in accordance with legal and regulatory requirements, and all simulators and other training devices will be maintained and operated in accordance with all applicable laws and industry standards.
 - b. Customer authorizes FlightSafety to contact Clients to schedule and receive the Services. To facilitate FlightSafety’s provision of the Services, Customer agrees to take the following actions relating to Clients: (i) promptly provide accurate means of contacting Clients as requested by FlightSafety; (ii) obtain any legally-required consent(s) from Clients relating to Customer’s sharing of personal data with FlightSafety, including any consents as may be required under the General Data Protection Regulation (“GDPR”) (including cross-border transfers) and any other federal, state/provincial, or local law or regulation governing disclosure, sharing, or use personal data or information necessary to provide the Services (“**Consents**”); (iii) provide copies of all Consents to FlightSafety promptly upon request and reasonably in advance of provision of Services to ensure regulatory compliance; (iv) advise and assist Clients to obtain the proper work permit, visa, or other legally required authorization to enter the country in which FlightSafety will provide the Services; (v) prior to scheduling any Services, notify FlightSafety of any Clients no longer authorized to receive the Services; and (iv) provide to FlightSafety all necessary prerequisite documentation for each Client prior to the start of Services including, where applicable, valid and current pilots licenses, certificates and supporting documentation.
 - c. When maintenance training is requested at a Customer’s location, such training will be presented as “theory only.” If Customer requests “practical” training in addition to the theoretical training, where Customer’s aircraft will be utilized during the performance of such training, Customer agrees to enter into a separate agreement related to that training. Customer agrees that any requested in-aircraft training, “practical” maintenance training using Customer’s aircraft at Customer’s location, or the provision of crew services will be governed by a separate agreement.
 - d. Any changes to the Services Agreement are valid only if described in an addendum signed by both parties.
3. **Fees and Payment**
 - a. Payment is due forty five (45) days from receipt of the relevant invoices by electronic transfer in the invoiced currency. FlightSafety will not accept any deductions or set offs to the invoice amount and does not provide discounts for early payment.
 - b. Past due amounts will be subject to an interest charge at the rate of one and one-half percent (1.5%) per month on the outstanding balance. Customer agrees that it will pay FlightSafety’s reasonable legal and other expenses incurred in the collection of past due amounts. FlightSafety may deny or postpone Services when Customer is not in compliance with payment terms.
 - c. FlightSafety will include on its invoice any withholding or other taxes (sales, use, VAT, GST, HST or the like), if any, that are or become due on the payments from Customer. Customer acknowledges that the failure to include such amounts does not relieve Customer of its responsibility for taxes owed.

- d. All rates are subject to escalation on each annual anniversary of the effective date of this Agreement. Unless the Services Agreement states otherwise, rates will be adjusted by the percent increase, if any, set forth in the U.S. Government Consumer Price Index-All Urban Consumers (CPI-U), not seasonally adjusted for the most recently available twelve-month period ending three months prior to the applicable effective-date anniversary.
 - e. Customer acknowledges that the Services and the instructional devices and materials used for the Services may change from time to time due to regulatory and legal requirements. Pricing adjustments or surcharges may be made to account for such changes, which may include, without limitation, amendments to training programs, certification requirements, or other instructional modifications to ensure regulatory compliance. These additional charges will be invoiced if applicable.
 - f. Subject to any legal requirements to the contrary, Customer agrees to pay all of FlightSafety's reasonable expenses, including, among other things, transportation, food, and lodging for any Services requiring travel of a FlightSafety employee.
 - g. Applicable aviation regulations limit the number of individuals that can be trained in any single training event making proactive reservation management critical to ensuring training availability. If FlightSafety has allocated a training slot to the Customer or Client and such training is subsequently cancelled by the Customer or Client, the following cancellation fees will be applied based on the applicable training event price under the Services Agreement: (i) 50% for cancellations between thirty (30) and fourteen (14) calendar days prior to the training start date; and (ii) 100% for cancellations made within thirteen (13) calendar days of the training start date. For the avoidance of doubt, rescheduling of training by the Customer or Client within thirty (30) calendar days of the training start will be treated as a cancellation.
4. **Termination.** Notwithstanding any termination provisions set forth in the Services Agreement, either party may terminate all or a portion of this Agreement for a material breach of material obligations by the other party, if such breach is not cured after fifteen (15) days after written notice is given by the terminating party to the breaching party (provided, that, if the breaching party has begun to cure within such period, the terminating party shall allow an additional five (5) day period to cure such breach). Either party may terminate this Agreement if the other becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt or if a receiver is appointed for the whole or any part of its assets. Regardless of the reason for termination, FlightSafety will be entitled to payment for any Services performed or in progress at the time of termination. FlightSafety reserves the right to immediately terminate the Agreement, in whole or in part, if FlightSafety determines, in its sole discretion, Customer and/or its Clients or representatives are or may be in violation of Section 7.
5. **FlightSafety Materials.** Except as may be otherwise agreed to in writing, FlightSafety owns all rights, title, and interest in and to any and all pictures, prints, motion pictures, audio or visual tapes, artists' renderings, plans, ideas, inventions, data, tools, media, documentation, training or course materials, syllabi, courseware, software, reports, concepts and any other materials, created or developed by FlightSafety in connection with this Agreement (the "**FlightSafety Materials**"), and all FlightSafety Materials are and will remain the exclusive property of FlightSafety. Subject to the terms of this Agreement, FlightSafety grants Customer and Clients a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the FlightSafety Materials solely in connection with the Services. The FlightSafety Materials are not intended for use in-flight or in maintenance operations. Customer may not copy, modify, or create derivative works based on, distribute to others or transfer the FlightSafety Materials without written consent from an authorized FlightSafety representative.
6. **Customer Materials.** Except as may be otherwise agreed to in writing, the parties agree that Customer owns all rights, title, and interest in and to any and all training materials provided by Customer, including all paper manuals, courseware, and documents necessary to deliver the training syllabi (the "**Customer Materials**"). Subject to the terms of this Agreement, if Customer provides Customer Materials for purposes of the Services, Customer grants FlightSafety a limited, non-exclusive, non-transferable, non-assignable, revocable right to use the Customer Materials solely in connection with Services. Such Customer Materials may not be copied, distributed to others, or transferred to others for any reason.
7. **Compliance with Laws and FlightSafety Policies.** The parties will comply with all applicable local, state, and federal laws, orders, regulations, and rules in their performance of this Agreement, including Section 612 of Vision 100-Century of Aviation Reauthorization Act, as amended. Customer represents, warrants, and covenants

that: (a) the technical information (and any related materials) received from FlightSafety will not be (i) used by or shared with any individual or entity of the government of the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, or Syria or any other countries or regions for which the United States maintains a comprehensive sanctions program; or (ii) any individual, organization, or entity included on the U.S. list of restricted or prohibited persons or entities (including, without limitation, the U.S. Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, U.S. Bureau of Industry and Security – BIS-Entity List, BIS List of Denied Persons, BIS Unverified List, U.S. Directorate of Defense Trade Controls list of Debarred Parties, and similar and applicable lists issued by the European Union; (b) it is not under the control of, or a national or resident of, any embargoed country or region or listed as a restricted or prohibited person on any of the above lists; (c) to the extent applicable, it complies with (i) the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), (ii) the UK Bribery Act 2010 (the “UKBA”), and (iii) all other similar or equivalent anticorruption and/or anti-bribery laws applicable to Customer (collectively, the “**Anti-Corruption Laws**”); and (d) it will not, without FlightSafety’s express prior written consent, resell any of the Services. Without limiting the generality of the foregoing, Customer shall, and shall cause its representatives to, comply with the Anti-Corruption Laws, including maintaining and complying with all policies, procedures and controls to ensure continued compliance with all applicable Anti-Corruption Laws. Customer and its personnel shall comply with any policies and procedures of FlightSafety of which FlightSafety may provide Customer with reasonable advance notice and shall execute and/or cause its personnel to execute any acknowledgement, certifications or other documents in connection therewith.

8. **Indemnification.** Customer hereby agrees to indemnify, defend (with competent and experienced counsel reasonably acceptable to FlightSafety) and hold harmless FlightSafety and its affiliates, and their respective shareholders, directors, officers, employees, and agents (the “**FlightSafety Indemnified Parties**”) from and against any claims, liabilities, rights, demands, suits, matters, obligations, damages, losses, actions or causes of action, of every kind and description, in law or equity, whether based in tort, contract, or any other theory of legal recovery (each, a “**Claim**”) relating to or arising out of (a) acts or omissions of Customer or its officers, directors, employees or agents in the performance of Customer’s obligations under this Agreement, (b) a breach of this Agreement by Customer or Customer’s failure to ensure compliance of a Client’s obligations, or (c) incidents or accidents of any nature involving aircraft controlled by or utilized by any Customer, its clients or representatives including any damage to aircraft. Customer agrees that its obligation hereunder includes payment of reasonable legal fees, costs and disbursements incident to establishing the right to indemnification.
9. **Limitation on Liability.** IN NO EVENT SHALL FLIGHTSAFETY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED INDIRECT OR CONSEQUENTIAL AND ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF FLIGHTSAFETY FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT EXCEED THE PRICE PAYABLE FOR THE SERVICES BY CUSTOMER. Nothing in this Section 9 excludes or limits liability of FlightSafety if such liability may not be excluded or limited by law.
10. **Confidentiality.** The parties agree to hold the terms of the Services Agreement and all information provided by either party regarding such party’s business and operations in strict confidence and not to disclose them to any other person. All confidential information provided under this Agreement shall be used solely for the purposes of the Services and shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this [Section 10](#) or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.
11. **Personal Data.** For purposes of this Agreement: “**Data Laws**” include any applicable data privacy, data protection, data security, or data breach notification law, rule, or regulation; and “**Personal Information**” means information that identifies or can reasonably be used by the anticipated recipient to identify a natural person, or is otherwise regulated as personal information under any applicable Data Law. Customer retains control of Personal Information and remains responsible for its compliance obligations under the applicable Data Laws, including providing any required notices and obtaining any required consents, and for the instructions regarding

the Personal Information that Customer gives to FlightSafety. FlightSafety will collect only the Personal Information necessary to provide and improve the Services and will use such information in accordance with its Privacy Statement, available at <https://www.flightsafety.com/privacy-statement/>.

12. **Professional Conduct.** As part of Services provided under this Agreement, it is FlightSafety's expectation that both parties will maintain professional conduct and treat each other with respect and dignity throughout the course of this Agreement.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of New York. Any legal action relating to this Agreement will be instituted exclusively in the federal or state courts located in Franklin County, Ohio. The parties waive all rights to a jury trial.
14. **Miscellaneous.** Customer may not assign or delegate any of its rights or obligations under this Agreement, without the written consent of an authorized FlightSafety representative. FlightSafety may assign freely this Agreement with written notice to Customer. This Agreement binds and benefits the parties and their respective permitted successors and assigns. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing. In case any provision in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction all other valid, legal, and enforceable terms will remain in effect. This Agreement constitutes the final agreement between the parties on the matters contained herein and supersedes all prior and contemporaneous negotiations and agreements between the parties. The failure of either party at any time to require the performance by the other party of any term of this Agreement will not affect such party's right thereafter to enforce the same, nor shall the waiver by either party of any breach of any agreement, term, covenant or condition hereof be held to be a waiver of any succeeding breach of any such agreement, term, covenant and condition itself.
15. **Force Majeure.** FlightSafety shall not be responsible for a failure or delay of obligations under this Agreement to the extent performance of such obligation is prevented or delayed by reason of breakdown, accident, casualties, acts of God, riots, insurrection, war (declared or undeclared), terrorism, terrorist threats, or other criminal conduct or civil unrest, fire, flood, severe weather, sabotage, epidemic, pandemic or a similar global health crisis, strikes, lock-outs, or labor or civil disturbances, actions of governmental authorities, governmental requests, restrictions, laws, regulations, orders, omissions or actions, restraints or delays impacting power, storage, transportation, or supplies, such as telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials, embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond FlightSafety's reasonable control. In the event a force majeure event is, in FlightSafety's reasonable opinion, likely to last in excess of 90 days, FlightSafety may, in its discretion and with no further obligations or liabilities, terminate this Agreement effective upon the date of written notice to Customer.
16. **Electronic Signatures** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request

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