

# **SAPD TRAINING PROFESSIONAL SERVICES CONTRACT**

This CONTRACT is made and entered into by and between the **SAN ANTONIO POLICE DEPARTMENT** (hereinafter referred to as "**CITY**"), a Texas municipal corporation, and Airbus Helicopters, Inc., having its principal place of business at 2701 N. Forum Dr, Grand Prairie, TX 75052 (hereinafter referred to as "**CONSULTANT**").

## **I. PURPOSE**

- 1.1 The purpose of this CONTRACT is to state the terms and conditions under which the **CONSULTANT** shall provide the San Antonio Police Department (SAPD) Airbus flight training.

## **II. SCOPE OF SERVICES**

- 2.1 The **CONSULTANT** shall work with the City's San Antonio Police Department and with appropriate **CITY** officials to perform any and all related tasks required by the **CITY** in order to fulfill the purposes of this CONTRACT. The **CONSULTANT** agrees that Jose Ruiz, Pilot Training Coordinator, will be **CONSULTANT'S** point of contact for the services to be performed under this CONTRACT. The **CITY** is an Equal Opportunity Employer and does not discriminate. **CONSULTANT** shall conduct all activities in accordance with this and all other applicable federal, state and local requirements.
- 2.2 **CONSULTANT** will provide flight training in the Airbus H125 helicopter as reflected in Scope of Work Exhibit I.
- 2.3 **CONSULTANT** will conduct the training for sixteen (16) pilots on the dates reflected in the attached Scope of Work Exhibit I at the following location: 2701 Forum Dr. Grand Prairie, Tx. 75052.
- 2.4 **CONSULTANT** shall perform services in accordance with the ordinary, reasonable standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the San Antonio, Texas area, under similar circumstances. This includes the knowledge and experience ordinarily required of a member of that profession, and includes performing the skills necessary to adequately cope with problems that arise in performing its services, which skills are not possessed by ordinary laymen.

## **III. SUBCONTRACTING**

- 3.1 Any work or services approved for subcontracting hereunder shall be subcontracted only by written CONTRACT and, unless specific waiver is granted in writing by the **CITY**, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of **CONSULTANT**. **CITY** shall in no event be obligated to any third party, including any

subcontractor of **CONSULTANT**, for performance of services or payment of fees. Any references in this **CONTRACT** to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the **CITY**.

- 3.2 Except as otherwise stated herein, **CONSULTANT** may not sell, assign, pledge, transfer or convey any interest in this **CONTRACT**, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the **CITY**. As a condition of such consent, if such consent is granted, **CONSULTANT** shall remain liable for completion of the services outlined in this **CONTRACT** in the event of default by the successor **CONSULTANT**, assignee, transferee or subcontractor.
- 3.3 Any attempt to transfer, pledge or otherwise assign this **CONTRACT** without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should **CONSULTANT** assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this **CONTRACT**, **CITY** may, at its option, cancel this **CONTRACT** and all rights, titles and interest of **CONSULTANT** shall thereupon cease and terminate, in accordance with Article XIII. Termination, notwithstanding any other remedy available to **CITY** under this **CONTRACT**. The violation of this provision by **CONSULTANT** shall in no event release **CONSULTANT** from any obligation under the terms of this **CONTRACT**, nor shall it relieve or release **CONSULTANT** from the payment of any damages to **CITY**, which **CITY** sustains as a result of such violation.

#### **IV. TERM OF CONTRACT**

- 4.1 The term of the **CONTRACT** shall commence on May 11, 2023 and shall terminate no later than December 31, 2023.

#### **V. PAYMENT FOR SERVICES**

- 5.1 In consideration of the professional services to be rendered by **CONSULTANT**, **CITY** shall pay a total cost not to exceed \$187,459.00. **CITY** shall pay the professional fee upon receipt of detailed invoices of services completed to date. This fee shall constitute full and complete payment for all services to be performed by **CONSULTANT** under this **CONTRACT**.
- 5.2 **CITY** shall not be obligated or liable under this **CONTRACT** to any party, other than **CONSULTANT** for payment of any monies or provision for any goods or services.

#### **VI. CONFIDENTIAL WORK**

- 6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by the **CONSULTANT** under this **CONTRACT** shall be disclosed or made available to any

individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

- 6.2 The **CONSULTANT** shall establish a method to secure the confidentiality of records and information that the **CONSULTANT** may have access to, in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the **CITY'S** or its authorized representatives' right of access to records or other information under this **CONTRACT**.
- 6.3 If the **CONSULTANT** receives inquiries regarding documents within its possession pursuant to this **CONTRACT**, the **CONSULTANT** shall immediately forward such request to the **CITY** for disposition.

## **VII. OWNERSHIP OF DOCUMENTS**

- 7.1 All reports, information and other data given to, prepared or assembled by the **CONSULTANT** under this **CONTRACT**, **excluding** any training materials previously prepared prior to this **CONTRACT**, and any other related documents or items shall become the sole property of the **CITY**. Such reports, information and other data shall be delivered at no cost to the **CITY** upon request or termination of this **CONTRACT** without restriction on future use. The **CONSULTANT** may make copies of any and all documents for its files, at its sole cost and expense.
- 7.2 The **CONSULTANT** shall retain all records owned by or to which the **CITY** has access to, for the retention periods set forth in the Texas Local Government Records Act.

## **VIII. NON-WAIVER**

- 8.1 Unless otherwise specifically provided for in this **CONTRACT**, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this **CONTRACT** shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this **CONTRACT**, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this **CONTRACT** shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

**IX. INSURANCE REQUIREMENTS**

- 9.1 No later than 30 days before the scheduled event, **CONSULTANT** must provide a completed Certificate(s) of Insurance to CITY’s San Antonio Police Department. The certificate must be:
- clearly labeled with the legal name of the event in the Description of Operations block;
  - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
  - properly endorsed and have the agent’s signature, and phone number,
- 9.2 Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’S Police Department. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.
- 9.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, **CONSULTANT** certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.
- 9.4 The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 9.5 **CONSULTANT** shall obtain and maintain in full force and effect for the duration of this Agreement, at **CONSULTANT’S** sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the **CONSULTANT** claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Damage to property Rented by you *f. Independent Contractors	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate  e.) \$200,000
4. Business Automobile Liability a. Owned/leased vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per

b. Non-owned vehicles c. Hired Vehicles	occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

- 9.6 **CONSULTANT** must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of **CONSULTANT** and provide a certificate of insurance and endorsement that names **CONSULTANT** and **CITY** as additional insureds. Respondent shall provide **CITY** with subcontractor certificates and endorsements before the subcontractor starts work.
- 9.7 If a loss results in litigation, then the **CITY** is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. **CONSULTANT** must comply with such requests within 10 days by submitting the requested insurance documents to the **CITY** at the following address:

San Antonio Police Department  
Attention Contract Division  
315 S. Santa Rosa  
San Antonio, Texas 78207

- 9.8 **CONSULTANT'S** insurance policies must contain or be endorsed to contain the following provisions:
- Name **CITY** and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with **CITY**. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
  - Endorsement that the "other insurance" clause shall not apply to **CITY** where **CITY** is an additional insured shown on the policy. **CITY's** insurance is not applicable in the event of a claim.
  - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of **CITY**; and
  - Provide 30 days advance written notice directly to **CITY** of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 9.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage. **CONSULTANT** shall provide a replacement Certificate of Insurance and applicable endorsements to **CITY**. **CITY** shall have the option to suspend

- 9.10 **CONSULTANT'S** performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 9.11 In addition to any other remedies CITY may have upon **CONSULTANT'S** failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order **CONSULTANT** to stop work and/or withhold any payment(s) which become due to **CONSULTANT** under this Agreement until **CONSULTANT** demonstrates compliance with requirements.
- 9.12 Nothing contained in this Agreement shall be construed as limiting the extent to which **CONSULTANT** may be held responsible for payments of damages to persons or property resulting from **CONSULTANT'S** or its subcontractors' performance of the work covered under this Agreement.
- 9.13 **CONSULTANT'S** insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
- 9.14 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 9.15 **CONSULTANT** and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## **X. INDEMNITY**

- 10.1 **CONSULTANT** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY** directly or indirectly arising out of, resulting from or related to **CONSULTANT'S** activities under this **CONTRACT**, including any acts or omissions of **CONSULTANT**, any agent, officer, director, representative, employee, **CONSULTANT** or subcontractor of **CONSULTANT**, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this **CONTRACT**. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of **CITY** arising out of or related to its activities under this **CONTRACT**, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS,**

**WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 10.2 **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
- 10.3 **CONSULTANT shall advise the CITY in writing within 10 days of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this CONTRACT.**

## **XI. INDEPENDENT CONTRACTOR**

- 11.1 **CONSULTANT covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between CITY and CONSULTANT. The parties hereto understand and agree that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this CONTRACT and that the CONSULTANT has no authority to bind the CITY.**

## **XII. TERMINATION**

- 12.1 **For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.**
- 12.2 **TERMINATION BY NOTICE: The CONTRACT may be canceled by CITY upon written notice, provided such notice specifies an effective date of termination, which shall be not less than fifteen (15) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be fifteen (15) calendar days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.**
- 12.3 **TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting**

party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

- 12.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 12.5 **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the **CONSULTANT** to the **CITY** or to any person or entity that the **CITY** may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the **CONSULTANT'S** sole cost and expense.
- 12.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the **CITY**), the **CONSULTANT** shall submit to the **CITY**, its claim, in detail, for the monies owed by the **CITY** for services performed under this CONTRACT through the effective date of termination.

### **XIII. CONFLICT OF INTEREST**

- 13.1 **CONSULTANT** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any CONTRACT with the **CITY** or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a CONTRACT with the **CITY** or in the sale to the city of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the CONTRACT or sale: a city officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a **CITY CONTRACT**, a partner or a parent or subsidiary business entity.
- 13.2 **CONSULTANT** warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the **CITY**. **CONSULTANT** further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 13.3 **CONSULTANT** warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **CONSULTANT** for



the purpose of securing business. For breach or violation of this warranty, **CITY** shall have the right to rescind this **CONTRACT** without liability or, at its discretion, to deduct from the **CONTRACT** price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- 13.4 If at any time it shall be found that the person, firm or corporation to whom a **CONTRACT** has been awarded has, in presenting any proposal, colluded with any other party or parties, then the **CONTRACT** so awarded shall be voidable at **CITY'S** option, and **CONSULTANT** shall be liable to **CITY** for all loss or damage that **CITY** may suffer thereby.

#### **XIV. NOTICE**

- 14.1 Any notice required or permitted to be given under this **CONTRACT** shall be sufficient if given in writing and sent by Certified Mail, return receipt requested, postage prepaid to the **CITY** or to the **CONSULTANT** at the addresses set forth below or to any other address of which written notice of change is given:

#### **CITY**

**City of San Antonio  
San Antonio Police Department  
Attention: Krista Cover,  
Assistant City Attorney  
315 S. Santa Rosa  
San Antonio, Texas 77207**

#### **CONSULTANT**

**Airbus Helicopters, Inc.  
Attention: James Reinoehl, Business Office Manager  
2701 Forum Dr.  
Grand Prairie, Tx. 75052**

#### **XV. CAPTIONS**

- 15.1 The captions to the various clauses of this **CONTRACT** are for convenience or reference purposes only and shall in no way limit, enlarge or alter the substance of the terms and conditions of this **CONTRACT**.

#### **XVI. SUCCESSORS AND ASSIGNS**

- 16.1 This **CONTRACT** shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, except as otherwise expressly provided for herein.

## **XVII. VENUE AND GOVERNING LAW**

- 17.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 17.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this CONTRACT shall be heard and determined in the City of San Antonio, Bexar County, Texas.

## **XVIII. ENTIRE AGREEMENT**

- 18.1 This CONTRACT, including the Exhibits, embodies the final and entire agreement of the parties hereto, superseding all verbal or written agreements, previous and/or contemporaneous agreements between the parties and relating to matters in this CONTRACT. No other agreements, verbal or otherwise, regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and executed by the parties hereto. It is agreed that CONSULTANT'S Proposal is part of this CONTRACT and is attached as Exhibit A.

## **XIX. LEGAL AUTHORITY**

- 19.1 The signer of this CONTRACT for the CONSULTANT represents, warrants, assures, and guarantees full legal authority to execute this CONTRACT on behalf of the CONSULTANT and to bind the CONSULTANT to all the terms, conditions, provisions and obligations herein contained.

## **XX. GENDER**

- 20.1 Words of any gender used in this CONTRACT shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include plural, unless the context otherwise requires.

## **XXI. SEVERABILITY**

- 21.1 If any clause or provision of this CONTRACT is held invalid, illegal, or unenforceable under present or future federal, state or local laws, including, but not limited to, the City Charter, City Code or Ordinances of the City of San Antonio, Texas, then, and in that event, it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this CONTRACT that is

invalid, illegal or unenforceable, there be added as part of the CONTRACT, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

**XXII. NON-DISCRIMINATION**

- 22.1 As a party to this contract, CONTRACTOR understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**XXIII. ACKNOWLEDGEMENT**


- 23.1 Each of the parties acknowledges that it has read this CONTRACT, understands its contents and executes this CONTRACT voluntarily.

**EXECUTED** by the **CITY** and by the **CONSULTANT**, acting through their duly authorized officials, as of the dates indicated below.

**CITY OF SAN ANTONIO, TEXAS**

**AIRBUS HELICOPTERS, INC.**

\_\_\_\_\_  
Maria Villagomez  
Deputy City Manager

  
\_\_\_\_\_  
James Reinoehl  
Business Office Manager  
Customer Training

**Approved as to form:**

\_\_\_\_\_  
Krista Cover  
Assistant City Attorney

# Exhibit I

## Scope of Service Training Dates & Pricing Detail

<i>Training Service/Course</i>	<i>Service Dates / Location (AHI)</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Price in USD</i>
<b>H125 Transition</b> (3 days GS, 3 hrs flight, 1 hr SIM)	11/6/2023 – 11/10/2023	\$16,500	2	\$33,000
Travel expenses for above course (per diem, hotel, airfare, car rental, etc.)	11/6/2023 – 11/10/2023	\$1,952	2	\$3,904
<b>H125 Recurrent Course</b> (1.5 days GS, 1.5 hrs flight, 1 hr SIM)	5/8/2023 – 5/10/2023	\$10,000	2	\$20,000
Travel expenses for above course (per diem, hotel, airfare, car rental, etc.)	5/8/2023 – 5/10/2023	\$1,640	2	\$3,280
<b>H125 Recurrent Course</b> (1.5 days GS, 1.5 hrs flight, 1 hr SIM)	5/22/2023 – 5/24/2023	\$10,000	3	\$30,000
Travel expenses for above course (per diem, hotel, airfare, car rental, etc.)	5/22/2023 – 5/24/2023	\$1,555	3	\$4,665
<b>H125 Recurrent Course</b> (1.5 days GS, 1.5 hrs flight, 1 hr SIM)	8/28/2023 – 8/30/2023	\$10,000	3	\$30,000
Travel expenses for above course (per diem, hotel, airfare, car rental, etc.)	8/28/2023 – 8/30/2023	\$1,555	3	\$4,665
<b>H125 Recurrent Course</b> (1.5 days GS, 1.5 hrs flight, 1 hr SIM)	9/11/2023 – 9/13/2023	\$10,000	3	\$30,000
Travel expenses for above course (per diem, hotel, airfare, car rental, etc.)	9/11/2023 – 9/13/2023	\$1,555	3	\$4,665
<b>H125 Recurrent Course</b> (1.5 days GS, 1.5 hrs flight, 1 hr SIM)	9/25/2023 – 9/27/2023	\$10,000	2	\$20,000
Travel expenses for above course (per diem, hotel, airfare, car rental, etc.)	9/25/2023 – 9/27/2023	\$1,640	2	\$3,280
<b>Total</b>				<b>\$187,459</b>
<b>Comments:</b> Student traveling will need to submit gas and car rental receipts to AHI Customer Training. Travel expenses to be reimbursed to the student after the trip has occurred via direct deposit. Scheduling of course must occur 24 calendar days in advance to allow time to coordinate travel arrangements.				

### Training Services Additional Terms & Conditions

- Pricing:** These courses reflect Airbus Helicopters, Inc.'s (AHI's) standard pricing and are subject to an annual escalation unless otherwise noted. Prices are inclusive of courses, training materials, lunches (M-Th for wet courses in Grand Prairie only), and access to a gymnasium (Grand Prairie only). Prices do not include Customer transportation, accommodation, or per diem expenses. In the event services are not utilized in the quoted course year, then course prices will be adjusted to actual year pricing. All prices are in US Dollars.
- Customer Requirements:** Any student assigned by the Customer to follow a training course shall have the prerequisite experience as described in the AHI training course syllabus. The Customer shall be responsible for the knowledge level of the trainees. Should the Customer trainees' experience be considered as not complying with the prerequisites, AHI reserves the right to ask the Customer for documentation justifying the fulfillment of the prerequisites or to withhold the AHI course certificate for the said training.
- Training:** All onsite training services under this Contract will be provided at AHI's training center located at 2701 Forum Drive, Grand Prairie, Texas 75052 unless noted otherwise. All training will be in English

unless previous arrangements have been made. The customer is responsible for the costs associated with an interpreter, and AHI will include those costs in the quote/invoice. Class duration may be extended up to 30% due to the additional time required for an interpreter.

Pilot Courses will use AHI Aircraft and/or Helisim Flight Simulation Training Devices (FSTD's) when available unless stated otherwise and previously agreed upon. An electronic version of the training manual will be given to each trainee. All training materials, including the training manual, are intended for training purposes/reference only and may not reflect the current version of the aircraft. The data contained within is proprietary and may not be reproduced in whole or in part or used for any commercial purpose without written permission from the Airbus Training Department.

4. **Training Dates:** Unless otherwise specified in the training agreement, AHI will schedule Customer class dates and times on a "first come, first served basis" as mutually agreed by the parties. AHI will send Customer electronic confirmation of all agreed class schedules/times. All class times will be deemed mutually agreed and "firm" unless Customer notifies AHI in writing within ten (10) business days for onsite training courses. Courses with an FSTD element are subject to further advance notice for cancellations in accordance with section 7 below.
5. **Amendments:** This Contract may only be amended in writing upon signatures from both parties. No handwritten changes or modifications to the Contract are acceptable.
6. **Force Majeure:** All pilot and/or technician training, services or classes provided by AHI or its instructors are subject to any delays or interruptions that are due to force majeure conditions due to causes beyond AHI's reasonable control, including, but not limited to, acts of God, fire, floods, accidents, adverse weather, breakdown of machinery, illness, shortage of materials, or compliance with any law, regulation or order of a governmental agency. AHI reserves the right to notify customer of the occurrence of any force majeure condition that, in its sole discretion, is the cause of such excusable delay. In the event of a force majeure condition, the services and/or classes will be extended or, if required, rescheduled for the first available opening. AHI will not be liable for any costs, claims, or damages to customer or its employees arising from delays or interruptions caused by any force majeure condition.
7. **Non-Transferable:** This Agreement supersedes all previous agreements for pilot training. This Agreement is not assignable or transferable without written consent of AHI.
8. **Instructor hours:** AHI Instructor Pilots may not exceed a total of 4.5 hours of flight training with students per day.

#### **Flight Training Maneuvers in Customer Aircraft:**

Any flight training conducted in Customer's aircraft will be at the discretion of the AHI flight instructor. All such aircraft must be in an airworthy condition, fitted with dual controls and operating intercom system. In order to receive a certificate of training all required flight maneuvers, as per the Record of Pilot Training, have to be performed in said aircraft, including emergency procedures.

If conducting touchdown autorotations or running landings, such maneuvers must be terminated to a hard surface (asphalt or concrete) at customer locations. The customer understands and accepts that such landings may damage the landing gear. Customer should ensure that the helicopter used for training is equipped with heavy-duty, full-length skid shoes (carbide recommended). Customer is responsible for inspecting the landing gear periodically during training to monitor their condition. AHI is not responsible for any damage or wear and tear to the landing gear or the skid shoes.

