

### 3RD ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS THIRD ADDENDUM is to that Contract for Services entered into on May 17<sup>th</sup>, 2022 and amended on September 6<sup>th</sup>, 2023, and December 6<sup>th</sup>, 2024, by and between the County of Siskiyou ("County") and A&P Helicopters, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract will expire on May 17, 2025, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional compensation.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the Contract through **December 31<sup>st</sup>, 2025**.

Page 11 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, County and Contractor have executed this Third Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
NANCY OGREN, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

1/21/2025  
Date: \_\_\_\_\_

1/21/2025  
Date: \_\_\_\_\_

CONTRACTOR: A&P Helicopters, Inc

*VICKIE COMPTON*

\_\_\_\_\_  
VICKIE COMPTON, OWNER &  
PRESIDENT

*Craig Compton*

\_\_\_\_\_  
CRAIG COMPTON, OWNER & VP

**License No.: AIR CARRIER CERT #APUA243B, OPERATING CERT #APUL243B**  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On file

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1019	202010	729300	
1002	202010	729300	

Encumbrance number (if applicable): E2500074

If not to exceed, include amount not to exceed: \$.01

## EXHIBIT A



## A & P Helicopters, Inc. 2025 Rate Sheet

Below is a list of our rates for 2025. Helicopters will be billed at the hourly rate listed to the nearest tenth of an hour. Billing starts when the helicopter starts and ends when the helicopter shuts down. There is a 3-hour minimum charge per helicopter per day. Trucks are billed at a daily rate with an associated rate per mile driven. Additional equipment is available for rent at the daily rate listed.

Helicopter Hourly Rates				
Make	Model	Passengers	Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	\$1,500
Bell	407	5	2,000	\$2,550
Bell	UH-1H	0	3,400	\$4,050
Bell	205	9	3,800	\$4,050
Bell	212S	9	3,800	\$4,050

Truck Rates			
Type	Capacity	Mileage	Rate
Fuel	<1200 Gallons	\$3/mile	\$825/day
Fuel	>1200 Gallons	\$4/mile	\$1,030/day
Delivery	N/A	\$1/mile	\$42/hour
Mechanic	N/A	\$1/mile	\$68/hour

Equipment Rates	
Equipment	Daily
Air Chair	\$500
Concrete Bucket	\$250
Wire Dolley	\$500
Heli-Stringer 3000	\$1500
Seed Bucket	\$500
Spill Containment	\$750

Other Rates	
Item	Rate
Overnight (per employee)	\$250/Day
Camera/Lidar Install	\$400

**Delivery Fee:** If a second truck is required to deliver equipment, a delivery fee will be charged at the listed hourly and mileage rate.

**Standby Fee:** For 14 CFR Part 135 Charter flights we charge a standby fee of \$200 per hour when the helicopter is not flying.

**Cancellation Policy:** If flights are cancelled with less than 24-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

Organization: \_\_\_\_\_ Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 10/3/2024  
Expires: 12/31/2025

**CERTIFICATE OF INSURANCE**

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not affirmatively or negatively amend, extend or alter the coverage(s) afforded by the policies below. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the Certificate Holder. This Certificate cancels and supersedes all previously issued certificates.

**Certificate Holder:**

Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team  
305 Butte Street  
Yreka, CA 96079

**Named Insured:**

A&P Helicopters, Inc.  
1778 Richvale Highway  
Richvale, CA 95974

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain. The insurance afforded by the policy(s) described herein is subject to all terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

**Policy Type:** Aircraft Hull and Liability / Commercial General Liability

**Policy Period:** 4/12/2024 to 4/12/2025 Both days as of 12:01 A.M. Standard Time at the address of the Named Insured shown above

**Insurer(s):** National Union Fire Insurance Company of Pittsburgh, PA through AIG Aerospace, Inc. (30% lead line) and as endorsed

**Lead Policy No(s):** FV 015436911-01 / FG 015436912-01

**Aircraft Physical Damage Coverage**

**Aircraft Covered:** Ref: All aircraft owned and/or operated by the Named Insured

**Insured Values:**

**Not In Motion**

**In Motion / Ingestion / Moored**

**Deductibles:**

**Aircraft Liability Coverage**

**Liability Coverages:**

Flight Coverage Combined Single Limit Bodily Injury and Property Damage including Passenger Liability

**Limits of Liability:**

\$10,000,000 each occurrence

**Aviation Commercial General Liability Coverage**

**Premises Covered:** All premises necessary and incidental to the aviation operations of the Named Insured

**Liability Coverages:**

Aviation Commercial General Liability including Premises Liability

**Limits of Liability:**

\$10,000,000 each occurrence except where aggregate limits apply

**Certificate Provisions**

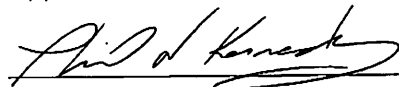
With respect to Aircraft Liability, it is understood and agreed the Certificate Holder(s) shall be included as Additional Insured(s) solely with respect to the aviation operations of the Named Insured. It is specifically agreed the inclusion of more than one Insured shall not operate to increase the Limits of Liability and it limited to those coverages provided by these policies. The policy does not provide coverage for the Certificate Holder(s) for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by the Certificate Holder(s).

With respect to hull coverage provided by the above described policy(s), the Insurer(s) hereby waives its rights of subrogation against the Certificate Holder(s), excluding gross negligence and/or willful misconduct by the Certificate Holder(s). This waiver shall not prejudice its right of recourse for damages arising from the design, manufacture, modification, repair, sale, supplier, or servicing of the aircraft by the Certificate Holder(s).

Insurer(s) agree that as to the interest of the Certificate Holder(s), the insurance shall be primary insurance without any right of contribution from any other insurance which may be carried by the Certificate Holder(s).

**Certificate No.:** A&PHELI-37

**Date:** 4/11/2024



**Authorized Representative**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kay Scott Aviation Insurance, Inc. 1201 Terminal Way #203 Reno, NV 89502	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 775-323-2225      FAX (A/C, No): 775-323-2804 E-MAIL ADDRESS: ksains@kayscottins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Granite State Insurance Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> MCS90CA994	X	X	02-CA-064598242-10	07/25/2024	07/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Siskiyou County, its officers, employees, volunteers and agents are named as additional insured. This policy is primary for work performed by Contractor for this additional insured.

**CERTIFICATE HOLDER**

Siskiyou County Sheriff's Department  
 Siskiyou County, its officers, employees,  
 volunteers and agents  
 MET Team  
 305 Butte Street  
 Yreka CA 96079

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dahlmeier Insurance Agency 1368 Longfellow Avenue  Chico CA 95926	<b>CONTACT NAME:</b> Cindy Hall, AAI, CISR <b>PHONE (A/C, No, Ext):</b> (530) 342-6421 <b>FAX (A/C, No):</b> (530) 342-6424 <b>E-MAIL ADDRESS:</b> Cindy@dahlmeier.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: State Compensation Ins Fund</td> <td>35076</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Compensation Ins Fund	35076	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Compensation Ins Fund	35076														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  A & P Helicopters Inc. PO Box 245  Richvale CA 95974															

**COVERAGES****CERTIFICATE NUMBER:** CL244211976**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				9356845-24	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Siskiyou County Sheriff's Department MET Team 305 Butte Street  Yreka CA 96097	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

REP 01  
9356845-24  
NEW  
NF  
3-27-86-17  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE APRIL 1, 2024 AT 12.01 A.M.  
AND EXPIRING APRIL 1, 2025 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

A & P HELICOPTERS INC  
PO BOX 245  
RICHVALE, CA 95974

# In Process

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND  
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY  
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 29, 2024

*Kent R. Va. Lauf*

AUTHORIZED REPRESENTATIVE

*Vernon Steiner*

PRESIDENT AND CEO

**2ND ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services entered into on May 17<sup>th</sup>, 2022 and amended on September 6<sup>th</sup>, 2023, by and between the County of Siskiyou ("County") and A&P Helicopters, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect additional compensation.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Page 11 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

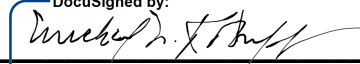
**(SIGNATURES ON FOLLOWING PAGE)**



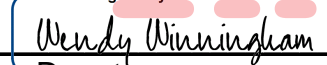
IN WITNESS WHEREOF, County and Contractor have executed this Second Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: 12/6/2024

DocuSigned by:  
  
 MICHAEL N. KOBSEFF, CHAIR  
 Board of Supervisors  
 County of Siskiyou  
 State of California

ATTEST:  
 LAURA BYNUM  
 Clerk, Board of Supervisors

DocuSigned by:  
 By:   
 Deputy

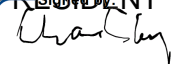
In Process

Date: 11/11/2024

DocuSigned by:  
 CONTRACTOR: A&P Helicopters, Inc  


CE0220588E3E454  
 VICKIE COMPTON, OWNER &  
 PRESIDENT

Date: 11/11/2024

  
 A8542AC206EB4E4  
 CRAIG COMPTON, OWNER & VP

**License No.: AIR CARRIER CERT #APUA243B, OPERATING CERT #APUL243B**  
 (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On file

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1019	202010	729300	
1002	202010	729300	

Encumbrance number (if applicable): E2500074

If not to exceed, include amount not to exceed: \$.01

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*



## EXHIBIT A

## A & P Helicopters, Inc. 2024 Rate Sheet

Below is a list of our rates for 2024. Helicopters will be billed at the hourly rate listed to the nearest tenth of an hour. Billing starts when the helicopter starts and ends when the helicopter shuts down. There is a 3-hour minimum charge per helicopter per day. Trucks are billed at a daily rate with an associated rate per mile driven. Additional equipment is available for rent at the daily rate listed.

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Make	Model	Passengers	Payload (lbs)	Hourly Rate
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Truck Rates			
Type	Capacity	Mileage	Rate
Fuel	<1200 Gallons	\$3/mile	\$800/day
Fuel	>1200 Gallons	\$4/mile	\$1,000/day
Delivery	N/A	\$1/mile	\$40/hour
Mechanic	N/A	\$1/mile	\$65/hour

Equipment Rates	
Equipment	Daily
Air Chair	\$500
Concrete Bucket	\$250
Wire Dolly	\$500
Heli-Stringer 3000	\$1500
Seed Bucket	\$500
Spill Containment	\$750

Other Rates	
Item	Rate
Overnight (per employee)	\$250/Day
Camera/Lidar Install	\$400

**Delivery Fee:** If a second truck is required to deliver equipment, a delivery fee will be charged at the listed hourly and mileage rate.

**Standby Fee:** For 14 CFR Part 135 Charter flights we charge a standby fee of \$200 per hour when the helicopter is not flying.

**Cancellation Policy:** If flights are cancelled with less than 24-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

Organization: \_\_\_\_\_ Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 10/3/2024  
Expires: 12/31/2024

**1ST ADDENDUM TO CONTRACT FOR SERVICES  
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on May 17<sup>th</sup>, 2022 by and between the County of Siskiyou ("County") and A&P Helicopters, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

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**(SIGNATURES ON FOLLOWING PAGE)**


IN WITNESS WHEREOF, County and Contractor have executed this 1st Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: 9/6/2023


DocuSigned by:  
  
ED VALENZUELA, CHAIR  
 Board of Supervisors  
 County of Siskiyou  
 State of California

ATTEST:  
 LAURA BYNUM  
 Clerk, Board of Supervisors

DocuSigned by:  
  
 By: Wendy Winningham  
 Deputy

Process

Date: 8/16/2023

DocuSigned by:  
  
VICKIE COMPTON, OWNER & PRESIDENT

Date: 8/17/2023

DocuSigned by:  
  
CRAIG COMPTON, OWNER & VP

**License No.: AIR CARRIER CERT #APUA243B, OPERATING CERT #APUL243B**  
 (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On file

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
<b>1019</b>	<b>202010</b>	<b>729300</b>	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$.01

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*



## EXHIBIT A

# A & P Helicopters, Inc. 2023 Rate Sheet

Below is a list of our rates for 2023. Helicopters will be billed at the hourly rate listed to the nearest tenth of an hour. Billing starts when the helicopter starts and ends when the helicopter shuts down. There is a 3-hour minimum charge per helicopter per day. Trucks are billed at a daily rate with an associated rate per mile driven. Additional equipment is available for rent at the daily rate listed.

Helicopter Hourly Rates				
Make	Model	Passengers	Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	\$1,400
Bell	407	5	2,000	\$2,250
Bell	407HP	5	2,000	\$2,400
Bell	UH-1H	0	3,400	\$3,100
Bell	212S	9	3,800	\$3,800
MD	500D	3	1,000	\$1,650

Truck Rates			
Type	Capacity	Mileage	Rate
Fuel	<400 Gallons	\$2/mile	\$600/day
Fuel	400-1200 Gallons	\$3/mile	\$800/day
Fuel	>1200 Gallons	\$4/mile	\$1,000/day
Delivery	N/A	\$1/mile	\$40/hour

Equipment Rates	
Equipment	Daily
Air Chair	\$500
Concrete Bucket	\$250
Wire Dolly	\$500
Seed Bucket	\$500

Other Rates	
Item	Rate
Overnight (per employee)	\$250/Day
Camera/Lidar Install	\$400

**Delivery Fee:** If a second truck is required to deliver equipment, a delivery fee will be charged at the listed hourly and mileage rate.

**Standby Fee:** For 14 CFR Part 135 Charter flights we charge a standby fee of \$200 per hour when the helicopter is not flying.

**Cancellation Policy:** If flights are cancelled with less than 24-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

Organization: \_\_\_\_\_ Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

COUNTY OF SISKIYOU  
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: SISKIYOU COUNTY SHERIFFS OFFICE  
305 BUTTE ST, YREKA CA 96097

And

CONTRACTOR: A&P HELICOPTERS, INC.  
PO BOX 245, RICHVALE CA 95974

**ARTICLE 1. TERM OF CONTRACT**

- 1.01** Contract Term: This Contract shall become effective on **May 17th, 2022** and shall terminate on **May 17th, 2025**, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

**ARTICLE 3. SERVICES**

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in **Exhibit "A"** attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Sheriff-Coroner or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.



- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

#### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in **Exhibit "A"**. Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Sheriff-Coroner or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section

3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

**5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

**5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in

paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

**5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

**5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

**5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

**5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.



- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations:** Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- 5.18 Conflict of Interest:** Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

- 5.19 Compliance with Applicable Laws:** Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

- 5.20 Bankruptcy:** Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

## ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

## ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
  2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations,



inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03 Partial Invalidity:** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05 Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 Reduction of Consideration:** Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09 Negotiated Contract:** This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full

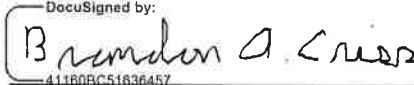
knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 5/19/2022

DocuSigned by:  
  
 41180BC51636457  
 BRANDON A. CRISS, CHAIR  
 Board of Supervisors  
 County of Siskiyou  
 State of California

ATTEST:  
 LAURA BYNUM  
 Clerk, Board of Supervisors

By:   
 CEE1C53AD1A5444  
 Deputy

**In Process**

CONTRACTOR: A&P HELICOPTERS INC.

Date: 5/9/2022

DocuSigned by:  
  
 CE0220588F3F454  
 VICKI COMPTON, OWNER & PRESIDENT

Date: 5/9/2022

DocuSigned by:  
  
 A8542AC206EB4E4...  
 CRAIG COMPTON, OWNER & VP

License No.: AIR CARRIER CERTIFICATE # APUA243B, OPERATING CERTIFICATE # APUL243B  
 (Licensed in accordance with an act providing for the registration of contractors)


Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On file


ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1019	202010	729300	

Encumbrance number (if applicable):

21/22 \$.01 

6/9/2022

 6/9/2022

If not to exceed, include amount not to exceed: 22/23 \$.01, 23/24 \$.01, 24/25 \$.01

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



A & P Helicopters  
1778 Richvale Hwy  
Richvale, CA USA 95974  
Phone: 530-742-4119  
Fax: 530-882-4543  
[www.aphelicopters.com](http://www.aphelicopters.com)

**2022 A & P Helicopters Price Sheet- Siskiyou Co**

**Types of Helicopters:**

Bell 206B-III

Hughes 500 (MD 500)

In Process

**Prices:**

Reconnaissance- \$1,250.00

Short Haul- \$1,400.00

Fuel Truck (if requested)- \$700.00 Daily

Overnight per person, per night- \$235.00

DATE (MM/DD/YYYY)  
07/21/2023

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kay Scott Aviation Insurance, Inc. 1201 Terminal Way #203 Reno, NV 89502			<b>CONTACT NAME:</b>		
			<b>PHONE (A/C, No, Ext):</b> 775-323-2225		<b>FAX (A/C, No):</b> 775-323-2804
			<b>E-MAIL ADDRESS:</b> ksains@kayscottins.com		
			<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
			<b>INSURER A :</b> Granite State Insurance Company		23809
<b>INSURED</b> A & P Helicopters, Inc. P O Box 245  Richvale CA 95974			<b>INSURER B :</b>		
			<b>INSURER C :</b>		
			<b>INSURER D :</b>		
			<b>INSURER E :</b>		
			<b>INSURER F :</b>		


## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> MCS90				X	X	02-CA-064598242-9	07/25/2023	07/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$	

Siskiyou County, its officers, employees, volunteers and agents are named as additional insured. This policy is primary for work performed by Contractor for this additional insured.

## CANCELLATION

<p>Siskiyou County Sheriff's Department  Siskiyou County, its officers, employees,  volunteers and agents  MET Team  305 Butte Street  Yreka CA 96079</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Dahlmeier Insurance Agency 1368 Longfellow Avenue  Chico CA 95926	<b>CONTACT</b> NAME: Cindy Hall, AAI, CISR PHONE (A/C, No, Ext): (530) 342-6421 FAX (A/C, No): (530) 342-6424 E-MAIL ADDRESS: Cindy@dahlmeier.com														
<b>INSURED</b>  A & P Helicopters Inc. PO Box 245  Richvale CA 95974	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Compensation Ins Fund</td> <td>35076</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Compensation Ins Fund	35076	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Compensation Ins Fund	35076														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** CL234310978**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	92078022023	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Siskiyou County Sheriff's Department MET Team 305 Butte Street  Yreka CA 96097	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Cynthia Hall</i></p>
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## ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION  
BLANKET BASIS

9207802-2023  
RENEWAL  
NF  
3-27-86-17

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE APRIL 1, 2023 AT 12.01 A.M.  
AND EXPIRING APRIL 1, 2024 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

A & P HELICOPTERS INC.  
PO BOX 245  
RICHVALE, CA 95974

# In Process

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: MARCH 30, 2023

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

**USAIG Certificate of Insurance**

This is to certify to: Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team

whose address is: 305 Butte Street  
Yreka CA 96079

that: A&P Helicopters, Inc.

whose address is: P.O. Box 245, 1778 Richvale Highway  
Richvale, California 95974

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: the United States of America, its territories and possessions, Canada, Mexico, the Bahamas and the islands of the West Indies or while enroute between these places.

**Descriptive Schedule of Coverages** 1967 Bell UH-1H, N633SC; 1999 Bell 407, N406AP;  
1999 Bell 407HP, N407AP; 1997 Bell 407HP, N408AP; 1997 Bell 407, N409AP; 1996 Bell 407, N410AP;  
1975 Bell 206B, N10KX; 1977 Hughes 500D, N167AL; 1978 Hughes 500D, N502HB;

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage	
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury and property damage	SIHL1-N574	April 12, 2023 - April 12, 2024	Each Person	Each Occurrence
Medical Coverage			\$ 5,000	\$ 10,000,000
<b>AIRCRAFT PHYSICAL DAMAGE - ALL RISKS</b>	SIHL1-N574	April 12, 2023 - April 12, 2024		
	Not In-Motion Deductible	In-Motion Deductible	Amount of Insurance	
1967 Bell UH-1H, N633SC	\$ 50,000	\$ 50,000	\$	500,000
1999 Bell 407, N406AP	\$ 82,500	\$ 82,500	\$	1,650,000
1999 Bell 407HP, N407AP	\$ 133,500	\$ 133,500	\$	2,670,000
1997 Bell 407HP, N408AP	\$ 115,000	\$ 115,000	\$	2,300,000
1997 Bell 407, N409AP	\$ 77,500	\$ 77,500	\$	1,550,000
1996 Bell 407, N410AP	\$ 77,500	\$ 77,500	\$	1,550,000
1975 Bell 206B, N10KX	\$ 47,500	\$ 47,500	\$	475,000
1977 Hughes 500D, N167AL	\$ 65,000	\$ 65,000	\$	650,000
1978 Hughes 500D, N502HB	\$ 65,000	\$ 65,000	\$	650,000
<b>AIRPORT LIABILITY</b> Combined Liability Coverage for bodily injury and property damage	ALO-35869	April 12, 2023 - April 12, 2024	Each Aircraft	Each Occurrence
Fire Damage			\$	2,000,000
Personal Injury			\$	50,000
Medical Payment per person			\$	2,000,000
Property Damage Deductible			\$	5,000

**Please see the attached endorsement(s).**

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

**UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers**  
Address: 1 California Street, Suite 600, San Francisco, CA 94111

By   
John T. Brogan, President

date: April 10, 2023

## **USAIG All-Clear**

### **Additional Insured(s)/Waiver of Subrogation/Primary/Non-Contributory Insurance**

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury while the insured aircraft is being operated by, for, or with the permission of the "Policyholder."

The "Rights against third parties" section of your policy shall not apply to **Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team** with respect to operations conducted by you or on your behalf.

This insurance is primary and without right of contribution against any other insurance carried by or on behalf of **Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team**. However, if there is any other insurance covering the loss that is also covered by this policy and: a) such other insurance is not issued to **Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team**; and b) such other insurance is written through the Aviation Managers, the "Limit of Coverage" that applies under your policy will be reduced by the "Limit of Coverage" under such other insurance.

In Process

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the "Policyholder's" address.

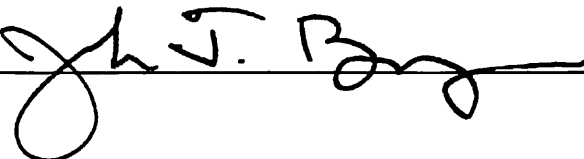
Policy Issued to: **A&P Helicopters, Inc.**

<b>TBD</b>	<b>SIHL1-K835</b>	<b>April 12, 2023 at 12:01 A.M.</b>
Endorsement No.	Policy No.	Date and hour endorsement takes effect

Approved: **United States Aviation Underwriters, Inc., Aviation Managers**

By

368-0817



(360/400)

# AIRPORT LIABILITY POLICY

## Contractual Liability Amendment

This endorsement changes your policy. Please read it carefully.

Only with respect to coverages provided by this policy, and only to the extent required in the contract, between A & P Helicopters, Inc. and Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team, a copy of which is on file with the Aviation Managers, the following shall apply:

1. The contract between A & P Helicopters, Inc. and Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team is included as an "Insured Contract."
2. The WHO IS AN INSURED (Section II) is amended to include Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team as an additional insured.
3. The "Company(ies)" waive any right of recovery they may have against Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team because of payments made for injury or damage arising out of the Named Insured's ongoing operations or "your work" done under a contract with Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team and included in the "products/completed operations hazard." This waiver applies only to Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team.
4. This insurance is primary and without right of contribution against any other insurance carried by or on behalf of Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team. However, if there is any other insurance covering the loss that is also covered by this policy and: a) such other insurance is not issued to Siskiyou County Sheriff's Department Siskiyou County, its officers, employees, volunteers and agents MET Team, and b) such other insurance is written through the Aviation Managers, the "Limit of Insurance" that applies under your policy will be reduced by the "Limit of Insurance" under such other insurance.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time, at the first Named Insured's address.

Policy issued to: A & P Helicopters, Inc.

TBD	ALO 35869	April 12, 2023	12:01 A. M.
Endorsement No.	Policy No.	Date and hour endorsement takes effect	

Approved: United States Aviation Underwriters, Inc., Aviation Managers

by 