



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

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Review Item 02

Title: (Agreement/Contract for Review) Contract: Police Helicopter (Two-Thirds Vote Required)

Location: Citywide

Recommendation: Accept and publish for review a Resolution: 1) suspending competitive bidding in the best interests of the City for the purchase of a helicopter; and 2) authorizing the City Manager or the City Manager's designee to enter into an agreement with Bell Helicopter Textron Inc. for the purchase of a Bell 505 Helicopter in an amount not to exceed \$1,594,224; and continue to October 31, 2017 for approval.

Contact: Justin Risley, Acting Police Captain, Metro Division, (916) 808-6140, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Helicopter Requirements Assessment and Evaluation
- 3-Agreement
- 4-Resolution

Description/Analysis

Issue Detail: On February 14, 2017, the City Council authorized the appropriation of \$2.8 million for the purchase of a replacement helicopter (Resolution 2017-0062).

The Sacramento Police Department (SPD) convened an assessment team to identify requirements and conduct market research for the replacement helicopter. The identified requirements included engine type, cruise speed, load capacity, pilot training and familiarity, equipment and parts transferability, ongoing operating cost and total purchase price. Upon completing requirements gathering and market research, the assessment team concluded that the Bell 505, manufactured by Bell Helicopter Textron Inc., was the only helicopter currently available on the market that met all the identified requirements (Attachment 2).

Given that there is only one helicopter available that fulfills all requirements, staff recommends that it will be in the best interests of the City to suspend competitive bidding and award the contract to Bell Helicopter Textron Inc. for the purchase of a Bell 505 helicopter in an amount not to exceed \$1,594,224.

In addition, the recommended agreement includes an option to purchase additional Bell 505 helicopters. If additional helicopters are required, staff will return to City Council to seek approval to exercise this option and increase the agreement not to exceed amount.

Policy Considerations: The recommendations contained in this report are consistent with: 1) City Code 3.56.090 requiring City Council approval for agreements equal to or greater than \$100,000; 2) City Code 3.56.230(C) which allows for exceptions to competitive bidding upon a two-thirds vote of the City Council; and 3) City Council Resolution 2017-0062 which appropriated funds for the purchase of a replacement helicopter.

Economic Impacts: None

Environmental Considerations: None

California Environmental Quality Act (CEQA): The actions being considered do not constitute a "project" within the meaning of the CEQA pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment or a reasonable foreseeable indirect physical change in the environment.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: The recommended agreement with Bell Helicopter Textron Inc. is the result of an extensive requirements assessment and thorough evaluation of available procurement methods.

Requirements Assessment

The assessment team conducted a full evaluation of the Department's air operations program to pinpoint the key requirements for a replacement helicopter. This evaluation considered service level expectations, operator and community safety requirements, budget, program continuity, technology advancements, and helicopter mechanics. These considerations were refined into the following key requirements:

- 1) Turbine Engine – The type of engine used in law enforcement helicopters is important because it must be able to withstand the rigors of full time daily operations. Turbine engines are lighter, more reliable and offer more power than a piston engine. This provides the ability to travel at greater speeds, carry heavier loads, and reduce maintenance downtime.
- 2) Cruise Speed of 120 Knots or Greater – Law enforcement helicopters are utilized to respond to crimes in progress and police vehicle pursuits. This speed will allow the Department to decrease response times, increase the likelihood of apprehension and be able to track high speed pursuits on the freeways.
- 3) Useful Load Capacity of 1,500 Pounds or Greater – This load capacity will ensure the safety of personnel and equipment. Weight considerations include law enforcement personnel (two to three officers), law enforcement equipment (infrared camera, color camera, searchlight, mobile mapping system, law enforcement radios, etc.) and fuel.
- 4) Pilot Training and Familiarity – The Department currently operates Bell helicopters (Bell OH-58 Jet Ranger). It is critical that pilots are properly trained in the operation of helicopters to ensure their safety and that of the public. This training is time-consuming and expensive. Having familiarity with the aircraft is a significant benefit because reaction time is critical during emergency situations. The high inertia two-bladed rotor system, similar flight controls, and direction of blade rotation of the Bell helicopter will result in less training time and an easier transition to the new aircraft.
- 5) Parts Transferability – Given the high cost to maintain helicopters, it is advantageous for the Department to have the ability to utilize existing parts and transfer equipment and parts between helicopters.
- 6) Hourly Operative Costs – The cost of operating a helicopter can range substantially due to required maintenance schedules, the cost of replacement parts, and fuel burn. To

ensure the Department has adequate funds to continue the air operations program, an hourly operating cost of less than \$500 per hour was established.

- 7) Total Purchase Price – The City Council appropriated a total of budget of \$2.8 million for this project. This appropriation includes funds for both the helicopter and law enforcement equipment.

The team evaluated all currently available helicopters and identified five models that were both commonly utilized by law enforcement and met one or more of the identified requirements. These helicopters included the Robinson R66, Bell 505, McDonnell Douglas MD500, Eurocopter EC120 and the Airbus AS350.

The Bell 505 was the only helicopter with specifications that meet all the Department's helicopter replacement requirements (Attachment 3). In addition, the Bell 505 has several design components that make it a superior option for the Department's needs. The dual Full Authority Digital Engine Control (FADEC) reduces tail rotor speeds in low power settings leading to greater fuel efficiency, fewer emissions, and reduced helicopter noise. The design of the glass cockpit offers greater field of view than the helicopters currently in use. Finally, the interior contains improved ergonomics reducing the likelihood of back and neck injuries common in helicopters.

Procurement Process

The requirements and market research allowed the SPD to hone in on the key elements of the helicopter purchase to guide the procurement process. When considering administrative processes associated with procurement, staff recognized the considerable amount of time and effort necessary to prepare specifications, advertise, and evaluate. Given that only one helicopter met all the identified requirements, staff determined that it was most efficient to mitigate the cost and time spent by seeking City Council authority to suspend competitive bidding and purchase the preferred helicopter through a non-competitive, sole source procurement process.

Financial Considerations: There are adequate resources within the Helicopter Replacement Capital Improvement Project (F11100300) for this purchase.

Local Business Enterprise (LBE): Bell Helicopter Textron, Inc. is not an LBE. The minimum LBE requirement is waived for the procurement of supplies totaling greater than \$100,000 because of the limited number of local suppliers. In addition, staff conducted an extensive search of helicopter suppliers and was unable to identify any that reside in the local area.

Attachment 2
Sacramento Police Department
Replacement Helicopter Requirements Assessment and Evaluation

Make/Model Requirements	Robinson R66	Bell 505 Jet Ranger X	McDonnell Douglas MD500	Eurocopter EC120	Airbus AS350
Turbine Engine	✓	✓	✓	✓	✓
	Rolls Royce RR300	Turbomeca Arrius 2R	Rolls Royce 250-C20 or 250 C20R	Turbomeca Arrius 2F	Turbomeca Arrius 2D
Cruise Speed > 120 Knots	✗	✓	✓	✓	✓
	110 Knots	125 Knots	135 Knots	120 Knots	133 Knots
Load Capacity > 1,500	✗	✓	✓	✓	✓
	927 Pounds	1,500 Pounds	1,519 Pounds	1,574 Pounds	2,409 Pounds
Hourly Operating Cost < \$500	✓	✓	✗	✓	✗
	\$360	\$462	\$546	\$484	\$642
Pilot Training and Familiarity	✗	✓	✗	✗	✗
Equipment and Parts Transferability	✗	✓	✗	✗	✗
Purchase Price	\$1.0 Million	\$1.6 Million	\$1.87 Million	\$1.95 Million	\$2.2 Million

PROJECT #: F11100300
PROJECT NAME: Police Helicopter
DEPARTMENT: Police Department
DIVISION: Metro – Air Operations

CITY OF SACRAMENTO

COMMODITIES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Bell Helicopter Textron Inc
3255 Bell Helicopter Boulevard, Fort Worth, TX 76118
Phone: 817-280-1290 / Fax: 817-278-1290

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Certificate(s) of Insurance
Drug-Free Workplace Policy and Affidavit
Technical Specifications (Exhibit A)
2. **Equipment.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the equipment described in Exhibit A. CONTRACTOR shall provide said equipment at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for equipment outside the scope of Exhibit A unless prior to the shipping of such equipment: (a) CONTRACTOR notifies CITY and CITY agrees that such equipment is outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for this additional equipment; and (c) CITY, after notice, approves in writing a Contract Supplement specifying the additional equipment and amount of compensation thereof. CITY shall have no obligations whatsoever under this Agreement and/or any Contract Supplement, unless and until this Agreement or any Contract Supplement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for equipment furnished pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the equipment furnished pursuant to this Agreement unless pursuant to Section 2, above, CITY approves additional compensation for additional equipment. CONTRACTOR shall submit all billings for said equipment to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing equipment pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the furnishing of equipment or payment thereof, the General Provisions shall control over said terms or conditions.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Howard Chan, City Manager

Attachments

Exhibit A –Equipment to be Furnished

Exhibit B - Fee Schedule/Manner of Payment

Exhibit C - Facilities/Equipment Provided

Exhibit D - General Provisions

Exhibit E – Non-Discrimination in
Employee Benefits

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

☒ Corporation (*may require 2 signatures*)

_____ Limited Liability Company

_____ Other (*please specify:* _____)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: _____BELL HELICOPTER TEXTRON INC. _____

Address: __3255 Bell Helicopter Boulevard, Fort Worth, TX 76118_____

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title

EXHIBIT A

COMMODITIES AGREEMENT EQUIPMENT TO BE FURNISHED

1. Representatives.

The CITY Representative for this Agreement is:

*Justin Risley/Police Captain
5770 Freeport Blvd
Sacramento, CA 95822
(916) 808-0900/jrisley@pd.cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Veronica Rojas/Manager Contracts, Commercial Business Operations
Bell Helicopter Textron Inc
3255 Bell Helicopter Boulevard, Fort Worth, TX 76118
Phone: 817-280-1290 / Fax: 817-278-1290*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Equipment to be Furnished.

The CONTRACTOR will be responsible for manufacturing the aircraft set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. The final configuration of the aircraft shall be defined by the CITY in accordance with the paragraphs below.

a. Production Configuration. The aircraft will be manufactured in accordance with CONTRACTOR's production configuration at the time of manufacture (hereinafter "Production Configuration"). CONTRACTOR unilaterally reserves the right to revise the Production Configuration at any time to conform to regulations of any civil aviation authority or CONTRACTOR's current manufacturing, design, or engineering requirements. Such revisions may result in changes to the delivery and/or Purchase Price. CONTRACTOR will notify the CITY as soon as practicable if manufacturing changes will affect delivery as defined in Section 3 below. CITY agrees that CONTRACTOR accepts no liability to the CITY as a result of any delays attributed to such revisions. Except as otherwise provided under this Agreement, any increase to the Total Purchase Price will be agreed to by both Parties in a written amendment to this Agreement. Failure to agree will permit CONTRACTOR to terminate this Agreement. Exhibit A, Attachment 1 defines the configuration of the aircraft upon the Parties signature of this Agreement (hereinafter "Production Configuration").

b. Final Detailed Configuration. Within fifteen (15) calendar days after receipt of CONTRACTOR's written notification of Certification, as defined below in Section 3, the CITY shall provide written confirmation of the final detailed configuration of the aircraft including interior and exterior definitions and accessory kits (hereinafter "Final Configuration").

c. Configuration Changes. CITY requested configuration changes to the aircraft subsequent to the definition of the Final Configuration must be agreed to by both Parties in a written amendment, no later than six (6) months prior to established delivery date, to this Agreement and may result in an adjustment to the Total Purchase Price of the aircraft, payment schedule and/or delivery as defined in Section 3 below. Failure to agree will permit CONTRACTOR to terminate this Agreement.

3. **Time of Performance.** The aircraft described in Attachment 1 to Exhibit A, shall be furnished no later than Calendar Year 2018 subject to CONTRACTOR obtaining a Type Certification for the aircraft from Transport Canada and validation of the Type Certificate by US FAA as required. The CONTRACTOR will provide written notification to the CITY upon the receipt of Transport Canada Certification (hereinafter "Certification").

Upon receipt of written notification of the Certification by the CITY from the CONTRACTOR, CITY shall within fifteen (15) calendar days provide written confirmation to the CONTRACTOR if the CITY elects to terminate the Agreement or proceed with purchase of the Equipment. The CONTRACTOR shall have the right at any time under this Agreement not to obtain Certification and to terminate the Agreement. In the event that Certification is not obtained, the CONTRACTOR's sole liability under this Agreement shall be to provide the CITY written notification that Certification will not be obtained and to return in full the Initial Refundable Deposit set forth in Exhibit B, without interest, to the CITY within a reasonable period of time.

4. **Acceptance and Delivery.** Concurrent with the written notification of Certification, the CONTRACTOR will provide the CITY an estimated acceptance year (hereinafter "Acceptance Year") of the Equipment. The Equipment will be delivered with a U.S. standard airworthiness certificate for customers operating under FAA regulations. The Acceptance Date for the Equipment requiring export airworthiness certificates will be dependent on validation by the Civil Aviation Authority in the country of operation. The CONTRACTOR shall provide the CITY written notification of the month of Acceptance (hereinafter "Acceptance Month") no later than six (6) calendar months prior to the establishment of the Acceptance Month.

CITY may elect to inspect and accept the Equipment at CONTRACTOR's designated facility or may elect to waive such inspection and accept the Equipment by waiver.

- a) **Notice.** CONTRACTOR will notify CITY at least thirty (30) calendar days prior to the Acceptance Month that the Equipment will be available for inspection (hereinafter "Inspection Date").
- b) **Inspection.** CITY shall inspect and flight test the Equipment at CONTRACTOR's Mirabel, Quebec, Canada (Mirabel) facility on the Inspection Date provided by CONTRACTOR. In the event the Equipment is not in compliance with this Agreement, CITY shall specify to CONTRACTOR in writing any deficiencies with the Equipment. Following cure of such deficiencies, the Parties shall continue the acceptance procedure. CITY may elect to waive such inspection and accept the Equipment by waiver as described in Section 4(c) below.
- c) **Acceptance and Acceptance Date.** If the Equipment is in compliance with the terms of this Agreement, CITY shall execute either a CONTRACTOR's Certificate of Acceptance or a CONTRACTOR's Certificate of Acceptance with Waiver of Inspection (collectively "Certificate of Acceptance"), sent by E-mail or facsimile for the Equipment. CITY's execution of this document shall constitute final acceptance of the Equipment and serve as CITY's acknowledgement that the Equipment conforms to the Exhibit A, Attachment 1 configuration and the requirements of this Agreement ("Acceptance"). The date of execution by CITY of the Certificate of Acceptance shall be deemed to be the "Acceptance Date".
- a) **Failure to Inspect/Accept the Equipment.** If CITY fails to inspect and accept the Equipment within the two (2) calendar days after the Inspection Date for reasons not attributable to CONTRACTOR, CONTRACTOR shall, at its sole discretion, have the option to terminate this Agreement and retain all payments previously made by CITY as liquidated damages but not as a penalty and/or to assess inventory carrying costs to CITY. These costs may include, but are not limited to, things such as hangar fees or costs for any required maintenance actions.
- b) **Delivery.** CONTRACTOR will deliver the Equipment fully assembled ready for flight, EXW (EX Works - INCOTERMS 2010) CONTRACTOR's facility in Mirabel unless alternate delivery and/or shipping terms are defined in Exhibit A, Attachment 1. If the CITY requires alternate delivery and/or shipping terms, they must be agreed to at least sixty (60) calendar days prior to delivery and may result in additional charges to the CITY as reasonably determined by CONTRACTOR.
- c) **Temporary Equipment Hold.** CITY shall remove the Equipment within ten (10) calendar days following Acceptance. If CITY does not remove the Equipment on or before the tenth day, CONTRACTOR may, at its discretion, assess a storage fee equal to five hundred dollars (\$500.00) per day for each calendar day beyond the ten (10) day period. Furthermore, CITY agrees to pay any additional costs incurred by CONTRACTOR for any scheduled maintenance performed on the Equipment or other costs incurred by CONTRACTOR while still under CONTRACTOR's care and

control.

5. **Risk of Loss and Transfer of Title.** Risk of loss and title to the Equipment shall be transferred to CITY upon receipt and acceptance by CONTRACTOR of all monies owed under this Agreement, and upon receipt by CONTRACTOR of the signed Certificate of Acceptance as defined in Section 4(c) above. Title to the Equipment shall be free and clear of any and all liens, privileges, encumbrances, charges and rights of others either directly to the CITY or in the case of financed Equipment, per the terms of the fully executed finance documentation. CITY has sole responsibility for registration of the aircraft on the U.S. Registry or foreign country civil aviation registry as required by applicable law.
6. **Training.** Any training provided by CONTRACTOR specified in Exhibit A, Attachment 1 herewith, must be used no earlier than six (6) months prior to and no later than one (1) year after the Acceptance Date. Such training shall be conducted at a CONTRACTOR's facility on a CONTRACTOR provided training aircraft. CITY shall be responsible for all expenses incurred by CITY's representatives receiving training including without limitation, travel, lodging, and meals.
7. **Warranty.** The CITY has selected fully transferable warranty of Two Years/1,500 Hours Non-Prorated, whichever occurs first, for the Equipment. Exhibit A, Attachment 2 outlines the terms of the Equipment warranty. Any Additional warranty information can be found at www.bellhelicopter.com under the Product Support Section of the "Support and Services" menu.
8. **Wire Strike Protection.** CONTRACTOR HIGHLY RECOMMENDS THE INSTALLATION OF WIRE STRIKE PROTECTION ("WSP") AS IT MAY REDUCE OR MINIMIZE THE SEVERITY OF INJURIES AND DAMAGE SUSTAINED AS A RESULT OF AIRCRAFT CONTACT WITH ABOVE GROUND CABLES AND/OR POWER LINES. BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT (I) THE WSP IS INTENDED TO CAPTURE AND CUT WIRES WITHIN ITS CAPTURE PARAMETERS AND (II) THE WSP, AS INSTALLED, WILL NOT CUT ALL CABLES OR WIRES CONTACTED BY AN AIRCRAFT IN FLIGHT, NOR PREVENT LOSS OF CONTROL AS A RESULT OF ALL WIRE STRIKE INCIDENTS. CITY CERTIFIES BY SIGNING THIS AGREEMENT THAT THE WSP WAS RECOMMENDED BY CONTRACTOR AND THAT THE DECISION TO INSTALL SUCH EQUIPMENT IS AT THE SOLE DISCRETION AND RISK OF CITY.
9. **Option Helicopters.** The CITY can elect to exercise an option one or more times during the term of this Agreement to purchase additional Bell 505 Helicopters (hereinafter the "Option Helicopters") configured in the City's Configuration set forth in Exhibit A, Attachment 1. The conditions of the option exercise are as follows:
 - a) The CITY shall provide the CONTRACTOR one hundred twenty (120) calendar days written advance notice of its intent to exercise the option to purchase additional helicopters and define the quantity of Option Helicopters to be purchased, the configuration and the desired calendar year(s) of delivery.
 - b) The CONTRACTOR shall provide written acknowledgement of receipt of each option exercised with a commitment on the delivery schedule and acknowledgement of the configuration and the increase to the Total Purchase Price of this Contract.
 - c) The Option Helicopter quantities shall be priced in the calendar year of delivery and are subject to prior sale.
 - d) The Parties shall execute one or more amendments to this Contract to incorporate the Option Helicopter quantity, Delivery Schedule, configuration, amendment price and the deposit increase as outlined in this Contract.
 - e) The latest date for the Purchaser to exercise an option for the purchase of additional quantities of Helicopters is 31 October 2019. The Parties may mutually agree to extend the option exercise period through an amendment issued against this Contract.
 - f) All terms of this Contract are applicable to any Option Helicopter amendments executed by the CITY.

**EXHIBIT A, ATTACHMENT 1
AIRCRAFT TO BE PURCHASED**

Description	Qty	Total Price
Bell 505	1	\$1,185,444.00
Warranty		
Optional Warranty (Extra charge) - 2 year/1,500 hours	1	\$0
Accessory Kits		
Air Conditioning	1	\$42,900.00
Avionics Shelf	1	\$4,600.00
Avionics Upgrade <i>Includes Garmin's Traffic Advisory System (GTS800), Synthetic Vision, Helicopter Terrain Avoidance Warning System (HTAWS).</i>	1	\$46,700.00
Dual Pilot Controls	1	\$6,500.00
Electronic Standby Instrument System	1	\$18,600.00
Emergency Locator Transmitter	1	\$5,900.00
Inlet Barrier Filter	1	\$7,800.00
Rotor Brake	1	\$13,300.00
Wire Protection	1	\$23,100.00
Seating/Floor Option		
Premium Seats - Black Leather	1	\$11,100.00
No Carpet	1	\$0
Additions		
Ground Handling Package	1	\$3,800.00
Customizing Equipment		
Forward Hardpoint / Does not include Dovetails or Isolation Collars	1	\$17,798.00
Aft Hard Point / Does not include Dovetails or Isolation Collars	1	\$7,432.00
Training		
Complimentary Pilot Ground, FTD, & Flight Training	1	\$0
Additional Pilot Ground, FTD & Flight Training (5 additional pilots)	1	\$77,750.00
Purchase Price prior to Sales Taxes:		\$1,472,724.00
Sales Taxes at 8.25%		\$121,499.73
Total Purchase Price with Sales Taxes		\$1,594,223.73

Table 1. Sacramento Police Department Bell 505 Helicopter Price

**EXHIBIT A, ATTACHMENT 2
NEW AIRCRAFT WARRANTY**

Two Years/1,500 Hours Non-Prorated

Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1,500 hours of operation or two (2) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original aircraft warranty or the spare part warranty, whichever is most advantageous for the Buyer. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

The following information is applicable to both of the above listed warranty programs:

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable supplier manuals. In addition, during the first year or within 500 hours of total aircraft time, whichever occurs first, the Seller shall reimburse Buyer for reasonable labor costs directly related to removal and reinstallation of parts determined to be defective; such reimbursement amount shall be in Seller's sole discretion and Seller shall not reimburse any labor costs which it does not deem to be reasonable or directly related to removal and reinstallation. Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Buyer for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Buyer for such repair or replacement.

NO FAULT FOUND: In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping and evaluating the part and cost for any replacement part and restocking of the part. In addition, Seller shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

WARRANTY CLAIM PROCESS: Defective parts must be reported in writing to the Seller's Warranty Administration within fourteen (14) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Buyer complying with the Seller's Warranty Process as described in the Bell Helicopter VISTA Customer Portal and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

RETURN SHIPMENT: Parts returned to Seller will be eligible for remedy under this warranty only if the part is carefully packed by the Buyer for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Seller determines a returned part to be damaged or unsalvageable due to improper packaging, the Buyer will be billed repair or replacement cost incurred by Seller. The party initiating shipment bears the risk of loss or damage to parts in transit.

CORE RETURNS: Any core removed by Buyer for which Seller has furnished a replacement part through the Warranty Process shall be shipped by Buyer, with all historical service records, to a facility designated by Seller, within fourteen (14) days of receipt by Buyer of the replacement part. Buyer shall provide Seller with proof of shipment within fourteen (14) days following receipt of the replacement part. In the event that Buyer fails to provide Seller with such proof of shipment within the fourteen (14) days or fails to provide the applicable historical service records, Buyer shall be charged the invoiced value of the replacement part.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR

IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Buyer's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part, reimbursement of reasonable freight charges, and reimbursement of reasonable labor costs directly related to removal and reinstallation as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Buyer's request and with respect to engines, engine accessories, batteries, paint, radios, Garmin equipment, Honeywell equipment, and Buyer furnished equipment or equipment manufactured by others and installed at Buyer's request.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Seller makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Authorized Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims.

EXHIBIT A, ATTACHMENT 3

END-USE and END-USER STATEMENT

The intended End-User of this aircraft is: Name: Address:	Aircraft Identification: Model: Ship Serial Number: Delivery/Acceptance Date:
--	---

The intended End-Use of this aircraft is (check all that apply):

- ☐ Commercial Transport (e.g. sightseeing)
- ☐ EMS
- ☐ Government/Military Transport
- ☐ Law
- ☐ Enforcement/Homeland
- ☐ Security Offshore
- ☐ Utility (e.g. Firefighting, Mosquito Control, Electronic
- ☐ News Gathering, etc.) VIP Transport
- ☐ Other (please specify): _____

The intended country where this aircraft will be registered:

The intended country or countries where this aircraft will be used:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned hereby certifies that the information above is true and correct as of the date shown below, and agrees to notify Bell Helicopter as soon as practicable if any of the provided information changes prior to final delivery of the aircraft:

Name

Date

EXHIBIT B

COMMODITIES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the delivery of all Equipment set forth in Exhibit A, Attachment 1 and any options is based on the Acceptance Year 2018 defined in Exhibit A, Section 3 and Attachment 1. The total compensation shall not exceed the total sum of \$1,472,724.00.
- 2.. Concurrent with written notification of Certification, as defined in Exhibit A, Section 2, CONTRACTOR will confirm the total compensation based on the assigned Acceptance Year of the Equipment.
3. **Billable Rates.** CONTRACTOR shall be paid for the Equipment set forth in Exhibit A, Attachment 1 in the manner set forth in Section 26 of Exhibit D of this Agreement (or in the manner set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein).
4. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of equipment and shall only be payable in accordance with payment schedule outlined in Exhibit B, Attachment 1.
5. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within 30 days after receipt of CONTRACTOR's invoice, said payments to be made for the Equipment or as otherwise specified in Section 26 of Exhibit D.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of equipment billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice based on Exhibit B, Attachment 1
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - C. Billing that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.
 - D. Requests for payment shall be sent to:

*A/P PROCESSING CENTER
CITY OF SACRAMENTO
915 I ST FL 4
SACRAMENTO CA 95814-2608*

apinvoices@cityofsacramento.org

6. **Additional Equipment.** Additional Equipment shall be provided only when a Contract Supplement authorizing such Additional Equipment is approved by CITY in accordance with CITY's Contract

Supplement procedures.

7. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after delivery of Equipment and Additional Equipment hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Equipment and Additional Equipment furnished under this Agreement, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
8. **Taxes.** The price of the Equipment does not include any sales, use, personal property, value-added, excise or similar tax or assessments which may be imposed by any governmental authority upon this sales transaction, the Equipment or the use of the Equipment by CITY, and any such costs if imposed shall be the responsibility of the CITY. CITY agrees to pay and indemnify CONTRACTOR against taxes or assessments as referenced herein (including interest or penalties that may arise from nonpayment), as well as any withholding taxes, customs, duties or other assessments by any governmental authority so that in all instances CONTRACTOR receives payment (after any taxes or assessments) equal to the sales price. CITY agrees to execute any documentation necessary to avoid the imposition of or receive exemption from applicable taxes. These provisions shall inure to any successor or approved assignee of CITY and shall survive until six (6) months after the expiration of any applicable statute of limitations.

EXHIBIT B, ATTACHMENT 1

PAYMENT SCHEDULE

Payment Terms	Date	Amount
Initial Refundable Deposit	Within fifteen (15) calendar days of Signature of this Agreement	\$75,000.00
Balance of Payment	Upon Acceptance of Equipment and prior to the title transfer of the Equipment, the Purchaser shall remit payment remaining balance based on total compensation value in Exhibit B, Section 1	\$1,397,724.00
	Total Payments	\$1,472,724.00

EXHIBIT C

COMMODITIES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] X Not furnish any facilities or equipment for this Agreement; or

_____ furnish the following facilities or equipment for the Agreement; [*list, if applicable*]

**EXHIBIT D
COMMODITIES AGREEMENT**

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute thereof exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or furnishing of Equipment under this Agreement. (As used in this Exhibit D, the term "Equipment" shall include both Equipment and Additional Equipment as defined elsewhere in this Agreement)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

- 2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature those are legally required for CONTRACTOR to practice its profession, provide any services, or deliver of any Equipment under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession, provide any services, or furnish any Equipment.
- 3. **Time.** The Equipment delivery and acceptance is outlined in Exhibit A, paragraph 4. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
- 4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's

personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Paragraph 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
 - B. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any performance by CONTRACTOR under this Agreement, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
 - C. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** The Equipment will be manufactured in accordance with CONTRACTOR's production configuration at the time of manufacture (hereinafter "Production Configuration"). CONTRACTOR unilaterally reserves the right to revise the Production Configuration at any time to conform to regulations of any civil aviation authority or CONTRACTOR's current manufacturing, design, or engineering requirements. Such revisions may result in changes to the Acceptance Month and/or Total Compensation as defined in Exhibit A and B respectively. CONTRACTOR will notify CITY as soon as practicable if manufacturing changes will affect Acceptance Month as defined in Exhibit A, Section 4. CITY agrees that CONTRACTOR accepts no liability to CITY as a result of any delays attributed to such revisions. Except as otherwise provided under this Agreement, any increase to the Total Compensation will be agreed to by both Parties in a written amendment to this Agreement. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform pursuant to this Agreement.

9. **Breach; Cancellation; Termination.**

- A. In the event that (i) this Agreement is breached, canceled or terminated by CITY for any cause whatsoever, except for reasons set forth in Section 13 or (ii) CITY fails to pay any payments or other charges for which it is responsible under this Agreement when due, CONTRACTOR shall have the right to terminate this Agreement and retain all payments previously made by CITY as liquidated damages but not as a penalty. In the event this Agreement is terminated by CONTRACTOR for any reason other than those listed above, the sole liability of CONTRACTOR shall be to return any payments made by CITY for Equipment not delivered.

10. **Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by outside attorneys (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly employed by CONTRACTOR or anyone for whose acts any of them may be liable, whether or not such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole or comparative negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY.

CITY agrees to give CONTRACTOR prompt notice of any such claim and legal action within a reasonable period of time, after CITY receives written notice thereof; to tender to CONTRACTOR the defense and handling of any such claim and legal action, including the right to settle or compromise such claim or action at CONTRACTOR'S sole expense, however, CONTRACTOR will not consent to the entry of a judgment with respect to any claim or enter into any settlement which does not include a provision whereby the plaintiff or claimant in the matter releasing the CITY from all liability with respect thereto, without the written consent of CITY (not to be withheld, delayed or conditioned unreasonably); and to reasonably cooperate with CONTRACTOR in the defense of every such claim or legal action at the sole expense of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7 above. The provisions of this Section 10 shall survive

any expiration or termination of this Agreement.

- 11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, while the Equipment is in care, custody and control of CONTRACTOR, have its Aviation Hangarkeeper's (Ground & In-Flight) Liability Insurance in full force and effect. CONTRACTOR shall furnish CITY with certificates of insurance evidencing the insurance outlined herein.
- 12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
 - B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
 - C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
 - D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and its facilities as may be related only to the Equipment being procured by the CITY. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
 - E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as follows:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- 13. Force Majeure.** If CONTRACTOR shall be unable to perform its obligations under this Agreement because of intervention of a Force Majeure event, which term shall include but not be limited to strikes, lockouts or other labor disturbances, riots, epidemics, war, governmental actions, inactions or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government), fire, weather, difficulty in obtaining qualified parts or materials, failure of performance by subcontractors or other causes beyond its control, CONTRACTOR shall not be responsible for delays in acceptance, delivery or performance under this Agreement. CONTRACTOR shall give reasonable notice to CITY upon the occurrence of a Force Majeure event. If a delay in delivery or performance extends beyond one hundred eighty (180) days from the last day of the scheduled Acceptance Month specified in Exhibit A, Section 4, either Party may terminate this Agreement, whereupon the sole liability of CONTRACTOR shall be to return any payments made by CITY for Equipment not delivered.
- 14. Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by

CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

15. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable by force of law, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
16. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
17. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
18. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
19. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
20. **Compliance with Laws and Jurisdiction.** With the exception of a dispute concerning CONTRACTOR'S warranty provided in Exhibit A, Attachment 2, CONTRACTOR and CITY agree that this Agreement shall be deemed made and entered into and will be performed wholly within the State of California, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between CONTRACTOR and CITY, or the transaction that is the subject of this Agreement shall be governed and construed exclusively under the laws of the State of California, USA exclusive of conflicts laws. Any dispute arising under, out of, or related in any way to this Agreement or the legal relationship between CONTRACTOR and CITY shall be adjudicated solely and exclusively in the Courts of General Jurisdiction of the State of California in the County of Sacramento., The CONTRACTOR and CITY agree that this forum selection is mandatory and exclusive of all other forums.

The Parties acknowledge that the products, services and/or information provided under this Agreement require both Parties to comply with the applicable laws, rules and regulations including, but not limited to, Customs (import/export) laws and regulations, the U.S. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the USA Patriot Act and the U.S. Foreign Corrupt Practices Act (FCPA) and similar laws of all such jurisdictions where the Equipment will be shipped and/or operated.

The CITY shall submit a completed END-USE and END-USER STATEMENT ("End-Use Form") (reference Exhibit A, Attachment 3 included with this Agreement) at least six (6) months prior to the first calendar day of the Acceptance Month. This statement must identify the intended (i) end-user of the aircraft (name and address); (ii) end-use of the aircraft; and (iii) country(s) where aircraft will be registered and operated. The CITY shall submit updated End-Use Forms should such information change prior to final delivery. The CITY acknowledges that failure to provide or update this information in a timely manner may result in delays or termination of this Agreement at the sole discretion of CONTRACTOR.

21. **Inspection.** Inspection and Acceptance of the purchased Equipment shall be in accordance with Exhibit A, Section 5.
22. **Funding Availability.**

- A. This Agreement is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
- B. The City's payment obligation under this Agreement shall not at any time exceed the amount of the funds appropriated and approved for such purpose by the Sacramento City Council as outlined in Exhibit B.
- C. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of this Agreement.

23. Inspection of Facilities. If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under this Agreement will be accomplished. The CITY shall be responsible for all travel expenses associated with visiting CONTRACTOR's facility in Lafayette, LA.

24. Material Safety Data Sheets (MSDS). It is mandatory for a manufacturer, CONTRACTOR or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the CONTRACTOR shall provide new information relevant to the specific material.

25. Notification of Material Changes in Business. CONTRACTOR agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the CITY of the changes. CONTRACTOR also agrees to immediately notify the CITY of any condition which may jeopardize the scheduled delivery or fulfillment of CONTRACTOR'S contractual obligations to the CITY. Upon filing for any bankruptcy or insolvency proceeding by or against the CONTRACTOR, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate this Agreement either as provided in Section 9 of these General Conditions.

26. Payment and Invoicing.

- a. Initial Refundable Deposit. Within fifteen (15) calendar days of CITY's signature of this Agreement, CITY shall pay to CONTRACTOR an Initial Refundable Deposit as specified in Exhibit B, Attachment 1, Payment Schedule. Unless and until such deposit is received and accepted by CONTRACTOR, this Agreement is non-binding on CONTRACTOR.
- b. Deposit Conversion to Non-Refundable. The Initial Refundable Deposit received under Exhibit B, Attachment 1, Payment Schedule shall automatically convert to a non-refundable deposit fifteen (15) calendar days after the CITY's receipt of written notification of Certification. In the event that the CITY elects to terminate this Agreement in accordance with Section 9, the CONTRACTOR's sole liability under this Agreement is to return in full the Initial Refundable Deposit to the CITY, with no interest, within a reasonable time after receipt of written notification of termination from the CITY.
- c. Balance of Payment. The balance of payment must be received and accepted by CONTRACTOR no later than the time of Equipment delivery as defined in Exhibit A, Section 4.
- d. Acceptable Methods of Payment. All payments shall be made in United States dollars by a single wire transfer from CITY's account or such other negotiable instruments acceptable to CONTRACTOR. Wire transfer payments for invoices issued from Bell Helicopter Textron Inc. - Ft. Worth (CONTRACTOR) should be routed as shown below.

Wire transfers for Bell Helicopter Textron Inc. should be sent to: JPMorgan Chase
One Chase Manhattan Plaza New York, NY 10005
ABA No. 02-10-000-21
FOR THE ACCOUNT OF BELL HELICOPTER TEXTRON INC.
Account No. 910-1-332626 Swift No. CHASUS33

- e. Financing. CITY shall notify CONTRACTOR in writing at least ninety (90) calendar days prior to the

Acceptance Month specified in Exhibit A, Section 5 if CITY intends to finance the Equipment (such notification date hereinafter called "Notification Date"). If CITY is unable to obtain approved financing within sixty (60) calendar days after the Notification Date, CONTRACTOR reserves the right to terminate this Agreement and retain all payments previously made by CITY as liquidated damages but not as a penalty.

27. **Guarantee.** The CONTRACTOR guarantees that all equipment delivered under this Agreement shall meet the minimum requirements set forth in Exhibit A, Attachment 1. If it is determined by the CITY that the Equipment delivered does not meet the minimum requirements of this Agreement, the CONTRACTOR shall be required to correct the same at CONTRACTOR'S sole expense as outlined in Exhibit A, Section 4.
28. **Know Your Customer.** Execution and performance of this Agreement, including any payments made hereunder, may be governed by applicable rules and regulations governing the transfer of money and related anti-money laundering legislation. As such, CITY agrees to cooperate with CONTRACTOR and provide additional information in accordance with CONTRACTOR's "Know Your Customer" policies, including, but not limited to, providing information regarding monies paid in the execution of this Agreement. CONTRACTOR will make its best efforts to ensure that such compliance efforts do not result in delays in execution and performance under this Agreement. Nevertheless, CITY acknowledges that failure to meet these compliance requirements or the failure of CITY to cooperate with CONTRACTOR in these efforts may result in delays or termination of this Agreement at the sole discretion of CONTRACTOR.
29. **Responsibility for Certain Losses.** Neither Party shall hold the other responsible for loss or damage to its property or injury to or death of its employees, agents, or representatives at the facilities of the other Party in the course of performing this Agreement, except as a result of the other Party's willful misconduct. The foregoing applies, without limitation, to losses caused by mechanical defects, parts failure or accidents.
30. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT AN ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.
31. **Outside Completion Support.** The CITY acknowledges and agrees that CONTRACTOR has no responsibility for providing any documentation or CONTRACTOR data to the CITY or CITY's designated customizing vendor to support any outside completion and that any delays or costs that result from such support shall be the sole responsibility of the CITY and its designated customizing vendor.
32. **Agreement Effective Date.** This Agreement shall not become a binding contract until: i) receipt of CITY's initial deposit described in Exhibit B, Attachment 1; and ii) final acceptance and execution by CONTRACTOR through its office in Ft. Worth, Texas. Until this Agreement becomes a binding contract upon CONTRACTOR, the Equipment may be sold to another customer, and the price, delivery date, options, and other terms and conditions of the Agreement may no longer be offered. By signing below, the signatories to this Agreement verify that they have read the complete Agreement and understand its contents and have full authority to bind and hereby do bind their respective Parties.

**EXHIBIT E
COMMODITIES AGREEMENT**

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits

to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

**EXHIBIT F
COMMODITIES AGREEMENT**



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- | | |
|---|---|
| – Bereavement leave | – Health benefits |
| – Moving expenses | – Vacation |
| – Disability, life and other types of insurance | – Membership or membership discounts |
| – Pension and retirement | – Travel benefits |
| – Family medical leave benefits | – Any other benefits given to employees |

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- ☐ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- ☐ Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

EXHIBIT G
COMMODOTIES AGREEMENT



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to employees |

If you feel you have been discriminated against by your employer . . .

You May . . .

- ☐ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- ☐ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

RESOLUTION NO. 2017-

Adopted by the Sacramento City Council

Agreement: Police Helicopter

BACKGROUND

- A. On February 14, 2017, the City Council authorized the appropriation of \$2.8 million for the purchase of a replacement helicopter (Resolution 2017-0062).
- B. The Police Department convened an assessment team to identify the key requirements of the replacement helicopter (engine type, cruise speed, load capacity, pilot training and familiarity, equipment and parts transferability, ongoing operating cost and total purchase price) and conduct market research.
- C. The only helicopter currently available on the market that fulfilled all requirements was the Bell 505, manufactured by Bell Helicopter Textron Inc.
- D. Given that there is only one helicopter available that fulfills all requirements, staff recommends that it is in the best of the City to suspend competitive bidding and award the contract to Bell Helicopter Textron Inc. for the purchase of a Bell 505 helicopter in an amount not to exceed \$1,594,223.73.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. It is in the City's best interest to suspend competitive bidding for the purchase of a helicopter.

Section 2. The City Manager, or the City Manager's designee, is authorized to enter into an agreement with Bell Helicopter Textron LLC for the purchase of a Bell 505 helicopter in an amount not to exceed \$1,594,223.73.