



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2018-00129

Published for 10-Day Review 02/22/2018

Review Item 01

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

Location: Citywide

Recommendation: Accept and publish for review a Resolution: 1) suspending competitive bidding in the best interest of the City for the build-out of the Bell 505 helicopter; and 2) authorizing the City Manager or the City Manager's designee to enter into an agreement with Hangar One Avionics, for the build-out of a Bell 505 Helicopter in an amount not to exceed \$1,082,919; and continue to March 6, 2018 for approval.

Contact: Dennis Joy, Police Captain, (916) 808-0701; Justin Risley, Police Lieutenant, (916) 996-7462; Scott Pettingell, Police Administrative Manager, (916) 808-0909, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Preferred Vendor and Installer Letters
- 3-Agreement
- 4-Resolution

Description/Analysis

Issue Detail: On February 14, 2017, the City Council approved the appropriation of \$2.8 million for the purchase of a replacement police helicopter (Resolution 2017-0062). Subsequently, on October 31, 2017, the City Council authorized an agreement with Bell Helicopter Textron Inc. for the purchase of a Bell 505 Helicopter (2017-0415) in the amount of \$1.59 million. Helicopters purchased from Bell do not include the mission-critical equipment necessary for operation as a law enforcement aircraft. Therefore, this equipment must be purchased and installed by a company specializing in law enforcement helicopter build-outs.

Upon City Council approval of the helicopter purchase, the Sacramento Police Department (SPD) convened an assessment team to identify requirements and conduct market research for the build-out of the helicopter. The assessment team concluded that Hanger One Avionics (Hanger One) was the only helicopter build-out company on the west coast that is both a preferred vendor and installer for the mission-critical equipment to be installed in the new helicopter. Hanger One has extensive experience in law enforcement helicopter build-outs and has conducted previous installations of all equipment to be installed on the replacement helicopter.

Given that there is only one helicopter build-out center available that can fulfill all requirement criteria, staff recommends that it is in the best interest of the City to mitigate the administrative costs associated with competitive bidding and award a contract to Hanger One, for the build-out of a Bell 505 helicopter in an amount not to exceed \$1,082,919.

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; 3) City Council Rules of Procedure, Chapter 7, Section E.2.d, which requires additional posting time for agreements greater than \$1 million; and 4) 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 recommendation to suspend competitive bidding and enter into an agreement with Hangar One is the result of an extensive requirements assessment and a thorough evaluation of available procurement methods.

Requirements Assessment

The assessment team identified the following equipment requirements for the replacement helicopter: Wescam MX-10 daylight and infra-red camera; Churchill ARS700 mobile mapping system; MacroBlue video display monitor; Trakka Systems A800 searchlight; AEM LS600 public-address system; Technisonics TDFM-9300 law enforcement radio system; and Technisonic TDAP-611 audio system. This equipment will enable the SPD to provide a significantly improved level of service to the community and enhance officer and public safety by providing industry standard airborne law enforcement capabilities.

Because the identified law enforcement equipment is critical to the core operations of the helicopter, the team recommends the build-out facility must meet all the following minimum qualifications:

- Equipment Requirements
 - Facility is a preferred installer or vendor of all selected components
 - Facility has previously completed integrations with all mission-critical equipment items selected by SPD
- Facility Requirements
 - Facility must be a Federal Aviation Administration (FAA) 145 Certified Repair Station
 - Facility must have completed the integration of law enforcement mission equipment to over twenty newly manufactured helicopters
 - Facility has completed a minimum of four law enforcement integrations within the previous twelve months
 - Facility can perform the integration within four months
 - Build-outs must be performed in-house and not utilize subcontractors
 - Facility can provide schematics of overall system wiring upon completion

- Facility can weigh helicopter for preparation of accurate weight and balance data upon completion, ensuring the helicopter is safe to fly
- Location Requirements
 - Facility is located on the west coast, within a 500-mile radius of Sacramento

Once the minimum qualifications were determined, the evaluation team began conducting market research to help pinpoint the appropriate procurement process. Following is a summary of their findings:

Equipment Requirements

The assessment team contacted the various equipment manufacturers and determined that Hanger One is the preferred vendor and installer of the core technology to be installed in the helicopter (Attachment 2). This ensures that all equipment is installed based on the manufacturer's recommended procedures and guidelines, which safeguards the SPD against any warranty issues. The build-out center must also be able to successfully integrate the software and hardware systems of each component. Hanger One has a proven working relationship with the vendors of the mission-critical equipment which allows them to collaboratively troubleshoot any issues that might arise during the build-out process. For example, integration of the mobile mapping system, camera, and searchlight will allow simultaneous coordination of these components while in flight as situations unfold. If a company does not have extensive experience and a track record with the component manufacturer, given the complexity of the integration, it can result in issues with the safety and functionality of the helicopter. This relationship between Hangar One and the vendors will continue after the build-out has been finalized, resolving any component issues if necessary.

Facility Requirements

As the cost of the equipment and components are a substantial investment for the City, it is imperative to entrust the build-out to a company with extensive experience in law enforcement build-outs. The assessment team contacted several vendors and found that Hanger One, a FAA 145 Certified Repair Station, has installed similar equipment helicopter build-outs for 32 law enforcement helicopters since 2011. This equates to an average of 5.3 helicopters per year or a helicopter build-out approximately every 2 months. Hangar One has recently completed similar projects for the California Highway Patrol, Sacramento County Sheriff's Department, Placer County Sheriff's Department, Los Angeles County Sheriff's Department, Orange County Sheriff's Department, Riverside County Sheriff's Department, Arizona Department of Public Safety, and the Utah Department of Public Safety.

Hanger One does not use any subcontractors for helicopter build-outs, which ensures all work is completed in-house thereby resulting in a single point of contact for the build-out. The in-house build-out is important because it guarantees certain safety measures, such as the helicopter being appropriately weighed upon build-out and schematics of all work performed being readily available.

Location Requirements

Finally, to avoid the potential costs associated with transporting the helicopter long distances for repairs, the assessment team also recommended that the build-out center be located on the west coast. Hangar One is located in Carlsbad, California.

Procurement Process

The requirements and market research allowed the SPD to identify helicopter build-out companies and mission-critical components to guide the procurement process. When considering administrative processes associated with the procurement, staff recognized the time and effort necessary to prepare specifications, advertise, and evaluate bids and proposals for the helicopter build-out. Given that only one helicopter build-out company fulfills all minimum qualifications, staff determined that it was most efficient to mitigate the cost and time spent with the competitive bid process by seeking City Council authority to suspend competitive bidding and purchase the helicopter build-out through a non-competitive, sole source procurement process.

Financial Considerations: There are adequate resources within the Police Air Program projects (F11100300 – F11100305) for this purchase.

Local Business Enterprise (LBE): Hangar One 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 facilities that specialize in build-outs and preferred installers of mission critical components and was unable to identify any that reside in the local area.



Nov 15, 2017

Sacramento Police Department Air Support Unit
Suite 100, 5770 Freeport Blvd,
Sacramento, California 95822

Attention: Sgt Greg Brown

This letter is regarding AEM's endorsement of Hangar One Avionics Inc (Carlsbad, CA) as one of our preferred dealers for installation of our 600W Loud Speaker system into law enforcement helicopters. Hangar One Avionics Inc is recognized in the industry as a premier completion center for law enforcement rotorcraft. Ken Piland and his crew are very experienced at loud speaker system installations into special role helicopters, and as such, we would fully support a recommendation to enlist their services for your aircraft completion needs. We are extremely confident in their abilities to install our equipment onto your aircraft.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Lewis', is written over a faint, circular, textured background.

Ray Lewis
Vice President of Business Development



WESCAM

649 North Service Rd. W.
Burlington, Ontario Canada L7P 5B9
905-633-4000 Fax: 905-633-4100
www.wescam.com

6 November, 2017

Sacramento Police Department
Air Operations Unit

Attention: Sergeant Greg Brown

Subject: Hangar One Avionics

Sergeant Brown

L3 Wescam and L3 EOIR have a long history working with Hangar One Avionics on various projects. Hangar One has consistently provided professional, effective completion services. They are experienced and knowledgeable in the install of MX products.

As a result on this history, Hangar One is a preferred completion partner.

Please do not hesitate to contact us should you have any questions or need additional information.

A handwritten signature in black ink, appearing to read 'Ken Scarborough'.

Ken Scarborough
Sales Director
ALE & DSHS
L-3 EOIR
Representing L3 Wescam
Ken.Scarboro@l3t.com
707-477-0128

CHURCHILL

N A V I G A T I O N

Date: 24 November 2017

ATTN: Sacramento Police Aviation Unit

RE: Preferred Vendor Hangar One

Dear Sgt. Brown,

We consider Hangar One to be a preferred vendor of our Augmented Reality System, the ARS-600C. We have worked with them on many installations, including California Highway Patrol, Las Vegas Metro Police and Arizona DPS, to name a few, and have been happy with their work and their understanding of the installation process of the system.

Please let me know if you have any questions or I can help in any way.

Sincerely,

Erin E. Murphy



Director of Sales, Churchill Navigation
erin@churchillnavigation.com

Technisonic Industries Ltd.

240 Traders Blvd. Mississauga, Ontario Canada L4Z 1W7 Tel: 905 890-2113 Fax: 905 890-5338 www.til.ca

November 3, 2017

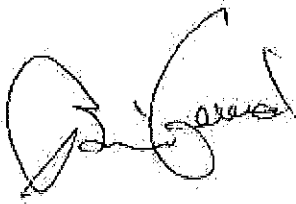
To Whom it may concern,

This is to confirm that the following company is a Preferred Factory Authorized Level II Technisonic Dealer, authorized to sell and service all Technisonic digital and analog Airborne FM Communications Systems and Audio Distribution Systems:

Hangar One Avionics
2100 Palomar Airport Road
Carlsbad, California

If any further clarification or information should be required, please contact the undersigned at any of the contact methods listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Conrad", with a large, stylized flourish at the end.

Brian F. Conrad
Director of Sales and Marketing
Technisonic Industries Ltd.
bconrad@til.ca
Tel: 250 479-6189
Fax: 250 479-6196

Jan 26, 2018

Sacramento Police Department Air Support Unit
Suite 100, 5770 Freeport Blvd,
Sacramento, CA 95822

Attn: Sgt Greg Brown

This letter serves as Trakka Systems endorsement of Hanger One Avionics Inc. in Carlsbad, CA as one of our preferred dealers for all Trakka airborne products. Hanger One has a long and trusted history in the airborne law enforcement community and is recognized in the industry as an experienced completion center for a variety of equipment including our search lights. Trakka Systems would fully support Hanger One as your aircrafts completions center and installer of our products.

Best Regards,



Mike Kipphorn
Business Development Manager, US West

PROJECT NAME: Bell 505 Completion
AGREEMENT TERM:
AUTHORIZED RENEWALS:
DEPARTMENT: Police
DIVISION: Metro

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Hangar One Avionics
2026 Palomar Airport Rd., Carlsbad, CA 92011
(760) 929-2270/(760)683-6980/ken@h1avionics.com

("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:

Invitation to Bid
Instructions to Bidders
Contractor's Bid Proposal Form
Technical Specifications
Local Business Enterprise (LBE) Requirements*
Living Wage Requirements for Nonprofessional Service Agreements*
Requirements of the Non-Discrimination in Employee Benefits Code*
Ban-The-Box Requirements*

The above documents followed by an asterisk () can be viewed at*
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide the services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) CONTRACTOR notifies CITY and CITY agrees that the services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement 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 services rendered 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 services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for services 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 CONTRACTOR to perform services 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 scope of services or payment therefor, the General Provisions shall control over those terms or conditions.
6. **Wage Requirements.** This Agreement may be subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. A summary of the requirements of Sacramento City Code Chapter 3.58, entitled "Living Wage Requirements for Nonprofessional Service Agreements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.58 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.58, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.58. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination in Employee Benefits Code," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and

understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies.

8. **Considering Criminal Conviction Information in the Employment Application Process.** This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements of Sacramento City Code Chapter 3.62, entitled "Ban-The-Box Requirements," can be viewed at:
<http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62. If requested by CITY, CONTRACTOR agrees to promptly provide such documents and information as may be required by CITY to verify CONTRACTOR's compliance. Any violation by CONTRACTOR of Sacramento City Code Chapter 3.62 constitutes a material breach of this Agreement, for which the CITY may terminate the Agreement and pursue all available legal and equitable remedies. CONTRACTOR agrees to require its subcontractors to fully comply with all applicable requirements of Sacramento City Code Chapter 3.62, and include these requirements in all subcontracts covered by Sacramento City Code Chapter 3.62.
9. **Authority.** The person signing this Agreement for CONTRACTOR represents and warrants that he or she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
10. **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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

Exhibit A	Scope of Services
Exhibit B	Fee Schedule/Manner of Payment
Exhibit C	Facilities/Equipment Provided
Exhibit D	General Provisions

CONTRACTOR:

Hangar One Avionics Inc.
NAME OF FIRM

26-1303068
Federal I.D. No.

2992488
State I.D. No.

N/A
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

Ken Piland / Corporate Secretary
Print Name and Title



Additional Signature (*if required*)

Aldon Colby / Vice President
Print Name and Title

**EXHIBIT A
NONPROFESSIONAL SERVICES AGREEMENT**

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Sergeant Greg Brown
5770 Freeport Blvd., Ste 100, Sacramento, CA 95822
(916) 566-4264/gbbrown@sacpd.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:

*Ken Piland, Hangar One Avionics
2026 Palomar Airport Rd., Carlsbad, CA 92011
(760) 929-2270/(760)683-6980/ken@h1avionics.com*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address or e-mail 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. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided within six (6) months after delivery of the Bell 505 to the Hangar One Avionics Facility at 2026 Palomar Airport Road, Carlsbad, CA..

4. Public Works Requirements. *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000; or

_____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the following requirements:

- A. Payment of Prevailing Wages: The provisions of Sacramento City Code section 3.60.180 require, among other things, that CONTRACTOR and every lower-tier subcontractor pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.
- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all lower-tier subcontractors performing public works services to be currently registered with the California Department of Industrial Relations (DIR), as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. The CONTRACTOR shall list the CONTRACTOR's current DIR registration number, and the current DIR registration number of all lower-tier subcontractors, below:

CONTRACTOR's DIR No. _____

Subcontractor name: _____	DIR No. _____
Subcontractor name: _____	DIR No. _____
Subcontractor name: _____	DIR No. _____

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to every lower-tier subcontractor.

EXHIBIT B
NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,082,918.78.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) CONTRACTOR's remit address for payment
 - (8) Description of services billed under Invoice
 - (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
 - (10) Total Billed to Date under Agreement
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings 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 above.

D. Submitting Invoices:

- (1) **Email.** Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

- (2) **Postal mail.** If emailing invoices and attachments is not an option, mail to:

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

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services 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 Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**EXHIBIT C
NONPROFESSIONAL SERVICES AGREEMENT**

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

_____ Not furnish any facilities or equipment for this Agreement;

or

X _____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

1. Bell 505 Helicopter
2. BMS Microwave Downlink System
3. PTC3 Lo Jack System

EXHIBIT D
NONPROFESSIONAL SERVICES 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, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, 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 therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are 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 that are legally required for CONTRACTOR to practice its profession or provide any services under the 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 or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. 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 of Services 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 Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. 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.
- C. 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 Services performed by CONTRACTOR, 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.
- D. 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.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. 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 Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

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 CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (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 or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) 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 negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control 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.B., 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 maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of

one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Excess Insurance: The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage; provided that any umbrella or excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it.

- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

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 this Agreement 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, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. 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 it may determine to be appropriate including, but not limited to:
- (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.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **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.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **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.
16. **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.

17. **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 that 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.
18. **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.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.



Attachment 1 to Exhibit A

Quotation

Bill To: Sacramento Police Department

Date: 12/8/17
Quote #: 20171208-1
Quote Valid Until: 12/30/2018
TERMS Net 10

Attn:
Ph:
Fx:
Email:

Aircraft Reg: TBD
Aircraft Type: Bell 505
Aircraft S/N: TBD

STATEMENT OF WORK Sacramento Police Department

Qty	PART NUMBER	DESCRIPTION	LABOR	PARTS	TOTAL
CAMERA SYSTEM					
1	MX-10 Camera	Install a new Wescam MX10 camera system with IR Laser Pointer. Camera will be installed on an existing Bell nose mount (Note: Fwd mount must be FAA approved by Bell to support the MX-10 Camera). MX-10 camera system will interface to the Churchill Navigation system and Macroblue monitor. Quote price includes the following: Turret, Hand controller, GPS antenna, Cabling, Laser Interlock Panel, Upper and lower dovetail set, MX10 shipping case and misc installation materials.	20,000.00	-	20,000.00
1	44620-XX	Wescam MX10 Precision Stabilized gimbal with inertial measurement unit inside. Multi Sensor Payload (Thermal Imager and Color daylight). Hand controller Unit, shipping case, operator manual. 24 month warranty.		263,157.89	263,157.89
1	EON-MX10	OPTION: MX-10 Electro Optic Narrow (EON) day TV Camera / Spotter		41,052.63	41,052.63
1	LLC-MX10	OPTION: Lowlight Imager, EMCCD, 640x480, dual channel with HD color Imager		28,736.84	28,736.84
1	IMAGE-BLEND-10	OPTION: Image Blending		15,600.00	15,600.00
1	MX-GEO-GPS-10	MX-GEO with internal GPS		16,421.05	16,421.05
1	MX-RCS-IF-10	Remote Control Subsystem (RCS) interface.		7,800.00	7,800.00
1	MX10 Cable Kit	Hangar One Fabricated MX10 Cable Kit		11,578.95	11,578.95
1	Dovetail Set	Upper and lower camera dovetail set		3,333.33	3,333.33
1	Discount	Wescam one-time discount for above quoted configuration		(15,015.50)	(15,015.50)
1	Churchill ARS700	Install a new Churchill ARS700 Augmented Reality System. Churchill will be interfaced to the MX-10 camera and MacroBlue monitor. The ARS700 (Atom) will be Dzus mounted in the cockpit center console. Quoted price includes keyboard, video converter and installation materials.	25,000.00	138,823.53	163,823.53
1	MacroBlue Monitor	Install a new MacroBlue MB15W Monitor with NVG and Touchscreen. Monitor will be mounted on the LH side of the instrument panel. If the 15" monitor is unable to fit in this location a 12" monitor will be substituted. Quoted price includes all mounting provisions, and installation materials.	14,500.00	17,468.75	31,968.75
1	Trakka A800	Install a new Trakka A800 Searchlight with RED/Amber/IR filters. Searchlight will be mounted on an existing Bell aft mount. Quoted price includes: searchlight, PCIU, CIU, Hand Controller, Cables, Dovetail, Shipping Case. Note: Aft mount must be FAA approved by Bell to support the Trakka A800 Searchlight and the aircraft must have the High Skid Gear installed.	18,500.00	83,440.00	101,940.00
1	TDFM-9300	Install a new Technisonics TDM-9300 FM radio. Reference Project Sheet 93522 dated November 7, 2016 for radio build. Radio is configured as follows: Band 1=VHF with Front Panel Programming, Band 2=UHF, Band 3=800mhz, Band 4=800mhz, Band 5= VHF to Band.	20,000.00	57,253.44	77,253.44
1	Antennas	Install 5 new antennas to accommodate the TDFM-9300 radio installation. Price also includes required to band antenna tuner for CHP freqs.	-	14,375.00	14,375.00
1	Programing Cables	Purchase and supply a TDFM-9300 programing cables: KVL-9000 and PC-9000 cables.		753.75	753.75
1	Technisonic TDAP Audio	Install a new Technisonic TDAP-611 Audio system with 3 mixer panels (pilot/copilot/rear). Quote price also includes a Technisonic A740 Patch Bay.	25,000.00	19,333.33	44,333.33
1	NVG Cockpit	Modify Cockpit for NVG use per the AeroDynamix STC.		52,352.94	52,352.94
1	BMS Microwave	Install a customer supplied BMS microwave downlink system.	13,500.00	3,750.00	17,250.00
1	USB Charge Ports	Install a Mid Continent USB charge port in cockpit. Will provide dual USB charging.	2,500.00	442.50	2,942.50
1	LO JACK	Install a Customer supplied PTC3 to jack system. Display will be NVG version.	8,500.00	1,250.00	9,750.00
1	PA SYSTEM	Install a new AEM LS600-200 Dual Bell PA System including the LSA400-001 AMP, and LSC22-001N PA Controller. The PA Speaker Assy will be recessed into the baggage compartment and flush with the outside skin.	19,500.00	13,960.31	33,460.31
1	VHF Comm 2	Install a Garmin GTR-225B VHF Com Transceiver with NVG and 16w power. Quote includes new antenna.	3,600.00	4,794.06	8,394.06
1	GRA-55	Install a Garmin GRA-55 Radar Altimeter system. Includes antennas	9,500.00	7,874.06	17,374.06
1	PAINT	Apply custom paint scheme per customers specifications. Aircraft to come painted base white from bell.	23,000.00	5,000.00	28,000.00
			203,100.00	793,536.86	996,636.86
				Freight- in	3,750
				Sales Tax (8.25%)	82,531.92
				Total Price	\$ 1,082,918.78

RESOLUTION NO. 2017-

Adopted by the Sacramento City Council

Agreement: Police Helicopter Build-Out (Two-Thirds Vote Required)

BACKGROUND

- A. On February 14, 2017, the City Council approved the establishment of a \$2.8 million revenue and expenditure budget utilizing grant funds for the purchase of a new helicopter to supplement the Police Department's Air Unit (Resolution 2017-0062).
- B. On October 31, 2017, the City Council authorized the purchase of a Bell 505 helicopter in the amount of \$1.59 million (Resolution 2017-0415).
- C. The Sacramento Police Department (SPD) convened an assessment team to identify requirements for the helicopter build-out and assist in market research to pinpoint the appropriate procurement process.
- D. Given that there is only one helicopter build-out company that fulfilled all equipment, facility, and location requirements, staff recommends that it is in the best interest of the City to suspend competitive bidding and award the contract to Hanger One Avionics for the build-out of the Bell 505 helicopter in an amount not to exceed \$1,082,919.

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 build-out of a helicopter.
- Section 2. The City Manager or the City Manager's designee is authorized to enter into a contract with Hanger One Avionics for the build-out of a Bell 505 helicopter in an amount not to exceed \$1,082,919.