

CONTRACT

32006

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3 THIS CONTRACT is made and entered, in duplicate, as of February 4,
4 2011 for reference purposes only, pursuant to Resolution No. RES-11-0011, adopted by
5 the City Council of the City of Long Beach at its meeting on February 1, 2011, by and
6 between LOS ANGELES COUNTY SHERIFF'S DEPARTMENT ("LASD"), whose
7 address is 4700 Ramona Blvd., Monterey Park, California 91754, and the CITY OF
8 LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, LASD owns two 2003 Eurocopter AS350B-2 Astar helicopters;
10 and

11 WHEREAS, the 2003 Eurocopter AS350B-2 helicopters are specially
12 equipped to support police operations, with features such as moving maps, law
13 enforcement inter-operability communications equipment, Nightsun search light, public
14 address system, accident avoidance radar, wire strike safety system, Night Vision
15 compatible instrumentation, high visibility rotor blades and landing safety light system;
16 and

17 WHEREAS, the purchase of these helicopters will allow Long Beach Police
18 Department ("LBPD") to place them into service within weeks of receiving the aircraft;
19 and

20 WHEREAS, ordering new fully-equipped police helicopters would require
21 approximately twelve to eighteen months to receive and cost approximately \$3 million per
22 helicopter; and

23 WHEREAS, LASD is the only local agency that is currently selling this
24 aircraft and LBPD is familiar with their aircraft maintenance; and

25 WHEREAS, City did by Resolution No. RES-11-0011 determine that the
26 City's need to purchase these helicopters could only be met by LASD and, by reason of
27 the foregoing, no useful purpose would be served by advertising for bids to purchase
28 such helicopters and to do so would constitute an idle and useless act and an

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 unnecessary expenditure of public;

2 NOW, THEREFORE, in consideration of the mutual terms and conditions
3 contained herein, the parties agree as follows:

4 1. LASD shall sell, furnish and deliver to City as authorized by
5 Resolution No. RES-11-0011 and described in Exhibit "A" attached to this Contract and
6 incorporated by this reference.

7 2. City shall pay LASD in due course of payments following receipt of
8 an invoice from LASD and upon acceptance from City of these 2003 Eurocopter AS350B-
9 2 Astar helicopters the prices shown in Exhibit "A", a sum not to exceed Three Million
10 Four Hundred Forty-Six Thousand One Hundred Fifty Dollars (\$3,446,150), including tax.

11 3. Neither this Contract nor any of the moneys that may become due
12 LASD hereunder may be assigned without the prior written consent of City.

13 4. Any notices required hereunder or desired to be given by either party
14 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
15 class postage prepaid, addressed to LASD at the address stated herein, and to City at
16 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
17 shall be deemed given on the date personal delivery is made or on the date of deposit in
18 the mail, whichever first occurs.

19 5. The two (2) 2003 Eurocopter AS350B-2 Astar helicopters which are
20 the subject of this Agreement are sold on an "as is" basis.

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1 IN WITNESS WHEREOF, the parties have signed this document with all
2 the formalities required by law as of the date first stated above.

3 LOS ANGELES COUNTY SHERIFF'S
4 DEPARTMENT

5 FEBRUARY 17, 2011

By Casey C. Dowling

Casey C. Dowling
Type or Print Name

OPERATIONS SUPERVISOR/PROPERTY MGR
Title

9 February 17, 2011

By Gerald R. Plummer

Gerald R. Plummer
Type or Print Name

Division Manager Purchasing-ISO
Title

"LASD"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

16 2-23, 2011

By [Signature] EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

"City"

This Contract is approved as to form on 2-22, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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Long Beach, CA 90802-4664

1 RESOLUTION NO. RES-11-0011

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH AUTHORIZING THE CITY
5 MANAGER TO EXECUTE A CONTRACT WITH THE LOS
6 ANGELES COUNTY SHERIFF DEPARTMENT, WITHOUT
7 ADVERTISING FOR BIDS, FOR THE PURCHASE OF TWO
8 2003 EUROCOPTER AS350B-2 ASTAR HELICOPTERS IN
9 AN AMOUNT NOT TO EXCEED \$3,446,150

10
11 WHEREAS, the Los Angeles County Sheriff Department ("LASD") owns two
12 2003 Eurocopter AS350B-2 Astar helicopters; and

13 WHEREAS, the Long Beach Police Department ("LBPD") is seeking to
14 acquire helicopters for the Field Support Division; and

15 WHEREAS, the purchase of the LASD helicopters will allow the LBPD to
16 acquire helicopters that are proven effective law enforcement aircrafts that are used by
17 police departments within Los Angeles County and southern California; and

18 WHEREAS, the used LASD 2003 Eurocopter AS350B-2 helicopters are
19 specially equipped to support police operations, with features such as moving maps, law
20 enforcement inter-operability communications equipment, Nightsun search light, public
21 address system, accident avoidance radar, wire strike safety system, Night Vision
22 compatible instrumentation, high visibility rotor blades and landing safety light system;
23 and

24 WHEREAS, the purchase of used helicopters will allow LBPD to place them
25 into service within weeks of receiving the aircraft; and

26 WHEREAS, ordering new fully-equipped police helicopters would require
27 approximately twelve to eighteen months to receive and cost approximately \$3 million per
28 helicopter; and

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1 WHEREAS, LASD is the only local agency that is currently selling this
2 aircraft and LBPD is familiar with their aircraft maintenance; and

3 WHEREAS, as a result, no useful purpose would be served by advertising
4 for bids and to do so would constitute an idle and useless act and an unnecessary
5 expenditure of public funds because the Los Angeles County Sheriff Department is the
6 only entity that could or would bid for the furnishing of these used helicopters to the City
7 on the terms specified;

8 NOW, THEREFORE, the City Council of the City of Long Beach resolves as
9 follows:

10 Section 1. The City Manager is hereby authorized to enter a contract
11 with the Los Angeles County Sheriff Department without advertising for bids for the
12 purchase of two 2003 Eurocopter AS350B-2 Astar helicopters in an amount not to
13 exceed \$3,446,150, including tax, with the additional expenditure amount of \$75,000 for
14 outfitting costs.

15 Section 2. This resolution shall take effect immediately upon its adoption
16 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

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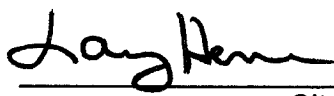
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I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of February 1, 2011 by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong, O'Donnell,
Schipske, Andrews, Johnson, Gabelich,
Neal.

Noes: Councilmembers: None.

Absent: Councilmembers: None.



City Clerk

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

REQUEST FOR BIDS ON SURPLUS MATERIALS

THIS IS <u>NOT</u> AN ORDER	READ INSTRUCTIONS ON LAST PAGE BEFORE QUOTING	THIS QUOTATION MUST BE DELIVERED TO THE ADDRESS BELOW BY 12:00 NOON ON DATE SHOWN BELOW AT WHICH TIME IT WILL BE OPENED. 02/10/2011	FOR SALE <u>S106</u>
SUBMIT TO: COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT ISD - CENTRAL PURCHASING 1100 N. EASTERN AVE RM 103 - BID ROOM - 1ST FLOOR LOS ANGELES, CA 90063	DATE 02/03/2011	CHECKER Attachment	FIRM NAME AND ADDRESS
IF FURTHER INFORMATION IS NEEDED TELEPHONE : <u>ANET SIMONIAN</u> <u>(323) 267-2215</u>	http://isd.co.la.ca.us/surplus/scripts/surSale.cfm	VENDORS	QUOTATION: S106 CLOSING DATE AND THIS NUMBER MUST APPEAR ON OUTSIDE OF YOUR ENVELOPE

FOR SALE: HELICOPTERS - EUROCOPTER AS350-B2

BIDDER'S NAME MUST APPEAR ON ALL PAGES SUBMITTED.

Sales tax will apply on all purchases unless bidder holds a valid seller's permit and completes the following certification:

SELLER'S PERMIT NUMBER.....
 ENGAGED IN THE BUSINESS OF SELLING
 BUSINESS PHONE NUMBER.....

IMPORTANT NOTE:

Electronically transmitted (FAXed) bids will NOT be accepted.

DECLARATION OF NON-COLLUSION:

Bidder certifies (or declares) under penalty of perjury that this bid is genuine & not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not heron named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, & that the bidder has not in any manner sought by collusion to secure to himself any advantage over other bidders. Your signature to this quotation will be considered certification of full compliance with this condition.

APPROVED AS TO FORM

2-22, 2011

BIDS SUBMITTED WITH INSUFFICIENT POSTAGE WILL BE RETURNED

By Amy R. Burton
 AMY R. BURTON
 DEPUTY CITY ATTORNEY

NOTE: SEE LAST PAGE FOR COUNTY PROCUREMENT NOTICE

LOCATION OF MATERIAL AS INDICATED IN BID	APPLICATION NUMBER	
TO THE PURCHASING AGENT OF LOS ANGELES COUNTY: WE (I) HEREBY AGREE TO PURCHASE THE ABOVE ARTICLES AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON LAST PAGE OF THIS QUOTATION. FIRM NAME <u>City of Long Beach</u> BY <u>Patrick H. West City Manager</u> (PLEASE PRINT OR TYPE YOUR NAME ABOVE) SIGNATURE <u>Assistant City Manager</u> TELEPHONE <u>(562) 570-6916</u>	IF YOU DO NOT CARE TO BID ON ANY ITEMS HEREIN. PLEASE CHECK HERE. SIGN AND RETURN THIS PAGE ONLY. LIST	QUOTATION : S106

REQUEST FOR BIDS ON SURPLUS MATERIALS
PURCHASING AGENT, COUNTY OF LOS ANGELES

FIRM
NAME

	QUANTITY	PRICE OFFERED (In U.S. dollars)
<p>NOTICE OF INTENT TO SELL & DISPOSAL OF SURPLUS VEHICLE</p> <p>POST ONLY SALE BID</p> <p>The sale will be conducted by the Sheriff's Department under the authority of the Purchasing Agent.</p> <p><u>HELICOPTERS – EUROCOPTER AS350-B2</u></p> <p>Location of Property: AERO BUREAU – LASD 3235 LAKEWOOD BL., LONG BEACH, CA 90808</p> <p>Contact: Deputy Dale Ryken 562-421-2701</p> <p>Post for a minimum of 5 days at:</p> <p>ISD 1100 N. Eastern Ave Bid Room – Room 103 Los Angeles, CA 90063</p> <p>&</p> <p>Los Angeles County Courthouse 110 North Grand Ave. 2nd floor, Main Hallway Los Angeles, CA 90012</p> <p>Equipment is still in use and will be released one week after the Sales Award and payment has been received.</p> <p>Bid is "as is" "where is basis" without guarantee and/or warranty of any kind.</p> <p>County may, at its sole option, select other than the high priced bidder if, as solely determined by County, another bid is more responsible and responsive offer.</p> <p>The County of Los Angeles reserves the right to make one award or a combination of awards based on high acceptable offer or prompt pickup, whichever is in the best interest of the County.</p>	<p><u>UOM</u></p>	<p><u>PRICE/UNIT (U.S. \$)</u></p>

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QUOTATION: S106

REQUEST FOR BIDS ON SURPLUS MATERIALS
PURCHASING AGENT, COUNTY OF LOS ANGELES

FIRM
NAME

<p><u>Line 1 -</u> Aircraft Registration # N968SD Serial # 3757 Build Date: 09/18/2003 Projected Release Date: 02/28/2011 <i>Per the attached Equipment List labeled as Exhibit A.</i></p>	<p><u>1 EA</u></p>	<p><u>\$1,570,000.00</u></p>
<p><u>Line 2 -</u> Aircraft Registration # N970SD Serial # 3760 Build Date: 10/02/2003 Projected Release Date: 02/28/2011 <i>Per the attached Equipment List labeled as Exhibit B.</i></p>	<p><u>1 EA</u></p>	<p><u>\$1,570,000.00</u></p>
<p><i>Note: Equipment described herein is still in use and may not be released until replacement equipment is received and placed in service.</i></p>		

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76Q954 (Rev. 1-98)

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REQUEST FOR BIDS ON SURPLUS MATERIALS
PURCHASING AGENT, COUNTY OF LOS ANGELES

FIRM
NAME

LA COUNTY RESERVES THE RIGHT TO CLOSE/REMOVE THE SALES BID AT ANY TIME.

BID PRICES MUST BE SUBMITTED IN U.S. DOLLARS.

VIEWING OF AIRCRAFTS: BIDDER'S MAY AT THEIR SOLE DISCRETION VIEW THE AIRCRAFT THAT ARE CURRENTLY FOR SALE BEFORE THE BID DEADLINE LISTED ON PAGE 1. TO DO SO, PLEASE CONTACT:

DALE RYKEN
AERO BUREAU - LASD
3235 LAKEWOOD BL., LONG BEACH, CA 90808
Office: 562-421-2701
Cell: 661-714-6786
E-MAIL: DWRYKEN@LASD.ORG

EACH AIRCRAFT (EACH LINE ITEM) WILL BE EVALUATED AND AWARDED SEPARATELY.

AWARDED BIDDER MUST PAY THE REMAINING BALANCE OF EACH AIRCRAFT BID (IN THE FORM OF A CHECK, CASHIER'S CHECK, OR WIRE TRANSFER) WITHIN 14 CALENDAR DAYS PRIOR TO THE RELEASE DATE. CASHIER'S CHECK MUST BE MADE OUT TO:

COUNTY OF LOS ANGELES, SHERIFF'S DEPARTMENT
ATTN: David E. Culver, Financial Programs
LA County Sheriff
4700 Ramona Blvd, Room 316
Monterey Park, CA 91754

COUNTY WILL NOTIFY AWARDED BIDDER(S) OF THE ACTUAL RELEASE DATE NO LATER THAN 30 CALENDAR DAYS PRIOR TO THE AIRCRAFT BEING READY FOR RELEASE. BIDDER(S) WILL HAVE 14 CALENDAR DAYS FROM CONFIRMED RELEASE DATE TO REMOVE AIRCRAFT FROM COUNTY PREMISES.

BIDDER IS RESPONSIBLE FOR CONDUCTING ANY TITLE SEARCHES & PAYING ANY & ALL FEES ASSOCIATED WITH SUCH TITLE SEARCHES.

AT TIME OF FLYAWAY, IT IS THE BUYER'S RESPONSIBILITY TO ENSURE THAT BUYER'S PILOT-REPRESENTATIVE IS CERTIFIED TO FLY THE AS350B2 PLATFORM PRIOR TO FLYAWAY.

AT TIME OF FLYAWAY, PILOT-REPRESENTATIVE MUST HAVE IN POSSESSION ALL APPROPRIATE FAA LICENSE(S), AS WELL AS CERTIFICATES/PROOF-OF-TRAINING TO FLY THE AS350B2 PLATFORM.

LASD RETAINS THE RIGHT TO REFUSE TO ALLOW ANY PILOT WHO DOES NOT POSSESS A VALID FAA LICENSE, OR PROOF OF TRAINING/CERTIFICATION TO FLY THE AS350B2 AIRCRAFT, TO FLY AWAY FROM THE SHERIFF'S LONG BEACH FACILITY.

THE COUNTY OF LOS ANGELES RESERVES THE EXCLUSIVE RIGHT TO WAIVE ANY FORMALITY IN REGARDS TO THE TERMS AND CONDITIONS OF THIS BID.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO RUN A BACKGROUND CHECK ON ALL POTENTIAL BIDDERS.

This property offered for sale is "AS IS" and "WHERE IS". Merchandise may be new or used. *Equipment described herein is still in use and may not be released until replacement equipment is received and placed in service. Questions regarding availability of items should be directed to:*

Department: Internal Service Department Contact: Anet Simonian Phone: 323-267-2215
Address: 1100 N. Eastern Ave Room G-115, Los Angeles, CA 90063

Successful bidders will be notified by mail, telephone and/or fax within 7 business days after bid due date.

If you have any questions regarding filling out the following pages in accordance with the listed instructions, Contact: Anet Simonian, ISD, Purchasing & Contracts Analyst. Phone: 323-267-2215.

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QUOTATION: S106

Any discrepancies in your offer may be cause for rejection of your offer.

Bidders are reminded to thoroughly review all solicitation documents.

County may, at its sole option, select other than the high price bidder if, as solely determined by County, another bid constitutes a more responsible and responsive offer. LA County reserves the right to accept and award offers that are in the best interest of the County.

County reserves the right to negotiate with the selected vendor.

COVENANT AGAINST GRATUITIES: Bidder warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Bidder, or any agent or representative of Bidder, to any office, or employee of County with a view toward securing the sales award or favorable treatment with respect to any determination concerning the performance of the sales award. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Bidder as it could pursue in the event of Bidder's default.

TIME IS OF THE ESSENCE: If any anticipated of actual delays arise, Bidder shall immediately notify County, regardless of notice if pickups are not made at the time agreed upon. County may, at its sole discretion, terminate the sale award and proceed pursuant to Paragraph on Default.

RULES AND REGULATIONS: During the time that bidder's employees are on County premises, such employees shall be subject to the rules and regulations of the facility. Bidder shall permanently withdraw any of its employees from the provisions of services hereunder upon receipt of written notice that (1) such employee has violated such rules or regulations, or (2) such employees actions, while on County premises, indicate that the employee may do harm to County personnel.

It is expressly understood and agreed that the LA County makes no representation or warranty as to the quality of quantity offered for sale and it is being purchased by the buyer upon buyer's own examination. Bidders shall inspect and ascertain to their own satisfaction the exact quantities and condition of the material offered for sale.

PLEASE PROVIDE A CONTACT PERSON'S NAME, TELEPHONE NUMBER, & E-MAIL ADDRESS FOR
INQUIRIES REGARDING THIS SALES BID:

NAME: Erik Sund TITLE: Business Relations Manager
PHONE: 562-570-6663 E-MAIL: Erik.Sund@longbeach.gov

**REQUEST FOR BIDS ON SURPLUS MATERIALS
PURCHASING AGENT, COUNTY OF LOS ANGELES**

**FIRM
NAME**

- 1 Material listed is available for inspection and appraisal at locations and times shown. Failure to examine, inspect, and/or appraise shall be at bidder's risk.
- 2 Bids shall be submitted in the form and content set forth herein. Late bids will be rejected.
- 3 All bids shall be typewritten or written in ink. No erasers permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.
- 4 Bid each item separately. Prices must be stated in units specified hereon.
- 5 Each bid must be in a separate sealed envelope with both the bid number, and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. The County of Los Angeles ("County") assumes no financial obligation for preparation and submittal of bid.
- 6 All bids must be signed with the firm's name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.
- 7 Unless otherwise definitely specified, prices bid shall not include sales or use taxes.
- 8 County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.
- 9 Bids are subject to acceptance at any time within thirty (30) calendar days of the closing date stated hereon, unless otherwise specifically stipulated.
- 10 Bids shall not be returned for change/correction after receipt by County.
- 11 If you do not bid, return this solicitation and state reason. If you do not respond or do not submit a bid for three (3) consecutive solicitations, you may, at County's sole option, be removed from the mailing list.
- 12 The description(s) set forth herein is controlling and supersedes any other information, oral or written, regarding the material. Changes or modifications to the description(s) or these Instructions and Conditions of Sale ("Conditions") shall only be made by issuance of a written amendment by County's Purchasing Agent. No other change or modification, regardless of source, shall be binding.
- 13 County reserves the right to select, as solely determined by County, the most responsible and responsive offer.
- 14 This is a solicitation only, and is not intended or to be construed as an offer to enter into any contract of agreement.
- 15 County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unreasonable failure of bidder to promptly supply information in connection with such inquiry may, at County's discretion, be grounds for rejection of bidder's offer.
- 16 Prior to award, County reserves the right to request clarification on any bid.
- 17 The offering of gifts, excluding token gifts or a promotional advertising nature, or gratuities by bidder or any agent or representative of bidder to the County is strictly prohibited.
- 18 This sale shall be in accordance with the terms and conditions set forth herein. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the County. Failure of County to object to provisions contained in any offer, document or other communication from buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions.
- 19 Buyer shall make payment by cashier's check, payable to the Los Angeles County Sheriff's Department, for all items awarded. Payment in full is due no later than (14) calendar days prior to the actual Release Date, & is to be made to the Los Angeles Sheriff's Department.
- 20 All items shall be completely removed from County premises within fourteen (14) calendar days after notice of award is received by bidder. Should items not be so removed or other suitable arrangement not be made, title to the items will revert to County.
- 21 UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL ITEMS ARE PURCHASED "AS IS" AND "WHERE IS". THERE ARE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE. COUNTY SHALL HAVE NO LIABILITY FOR SPECIAL INCIDENTAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF THE SALE AND/OR USE OF THE ITEMS.
- 22 Delivery is F.O.B. County designated pick-up site. Title and risk of loss shall pass to Buyer at the F.O.B. point.
- 23 For any item(s) cancelled, County may, at its sole discretion, charge a cancellation fee of one percent (1%) of the value of the cancelled item.
- 24 No County employee whose position in County service enables him/her to influence the award of any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by buyer or have any other direct or indirect financial interest in this sale. Buyer shall comply with all conflict of interest laws, ordinances and regulations effecting this transaction. Buyer warrants that it is not aware of any facts which create a conflict of interest. If buyer becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
- 25 This sale shall be governed by and construed in accordance with the laws of the State of California. Buyer agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this sale, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.
- 26 The invalidity in whole or in part of any term or condition shall not affect the validity of the remainder and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.
- 27 Buyer shall fully comply with all applicable provisions of federal, state, and local laws, rules and regulations, and buyer agrees to hold County, its agents, officers, and employees harmless from any and all liability costs, including but not limited to attorney's fees and damages resulting from failure of compliance.
- 28 Buyer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California. Buyer further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. Buyer shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this transaction the parties agree that in the event the buyer violates those anti-discrimination provisions, County shall, at its option and in lieu of termination or suspending this transaction be entitled to liquidated damages pursuant to California Civil Code Section 1671 of the greater of ten percent (10%) of the value of the items or One Thousand Dollars (\$1,000)
- 29 Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to fire, flood, act of God or restriction of civil or military authority.
- 30 Buyer shall not assign its rights or delegate its duties hereunder without County's prior written authorization. Any such assignment or delegation without such authorization shall be null and void.
- 31 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with buyer.
- 32 The failure of either party to insist, in any one or more instances, upon the performance of any of these terms and conditions or to exercise any right hereunder shall not be construed as a waiver of future performance of any such term or condition, but the obligation with respect to future performance shall continue in full force and effect. No waiver shall be enforceable unless set forth in writing and signed by an authorized representative of the party granting the waiver.
- 33 These Conditions and any attachment hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof.
- 34 Buyer shall at all times be acting in the capacity of independent contractor. Nothing herein is intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and buyer. The employees and agents of one party shall not be or construed to be, the employees or agents of the other party for any reason whatsoever.
- 35 Buyer and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by buyer, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of buyer or any County lobbyist or County lobbying firm retained by buyer to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which County may immediately terminate or suspend this transaction.
- 36 Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by bidder/proposer is in compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2160 is available at Purchasing and Central Services, 110 O No. Eastern Ave., California for your perusal.
- 37 Subsequent to County's evaluation, bids/proposals shall, except part specifically marked proprietary or confidential, become a matter of public record.

**SEND ORIGINAL TO COUNTY PURCHASING AGENT, RETAIN COPY
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76Q954 (Rev. 1-98)

QUOTATION: S106

EXHIBIT “A”



Loyal to the Service

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



November 11, 2010

Jim McDonnell
Chief of Police
City of Long Beach Police Department
400 West Broadway
Long Beach, California 90802

Re: Letter of Intent to Purchase

Dear Chief McDonnell:

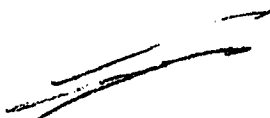
We have received your letter of intent to purchase two (2) surplus Los Angeles County Sheriff's helicopters. These helicopters are identified as: 2003 AS350B2 helicopter serial number 3757, tail number N968SD, and 2003 AS350B2 helicopter, serial number 3760, tail number N970SD.

Both helicopters will be sold to the City of Long Beach for \$1,570,000.00 each. The purchase will include police equipment, with the exception of the Infrared Sensor (FLIR 7500). Attached are two detailed list of all equipment included with the purchase.

Should you require additional information, please contact Sergeant John Haughey of my staff at (562) 421-2701.

Sincerely,

LEROY D. BACA, SHERIFF



Louis Duran, Captain
Aero Bureau

2003 Eurocopter- Model AS350-B2

Aircraft Registration: N968SD

Serial Number: 3757

Equipment List Specifications at Time of Sale:

1. Turbomeca, Arriel 1D1 Turbine Engine
2. High Skid Gear
3. Demisting System
4. Cabin Heating
5. Long Boarding Steps (Dart)
6. R/H Cargo Door Latches
7. Utility Interior w/Flooring
8. Vertical Speed Indicator
9. LH Forward Hi-Vis Door
10. R/H Hi-Vis Window- Lower Pilot
11. Elec Ground Power Receptacle
12. FDC Engine Inlet Barrier Filter
13. Airborne Fuel Pumps
14. Energy Attenuating Seats- Pilot & Copilot
15. Dual Controls
16. R/H Sliding Door
17. LH/RH Upper Door Shocks
18. Strobe Light - Belly Mounted
19. Controllable Landing Light
20. Hydraulic Power Connection
21. Engine Wash Kit
22. Airframe Fuel Filter - Purolator
23. Facet Engine Oil Filter
24. Heavy Duty Cargo Tie-Downs
25. Aft Baggage Door Mod
26. Tail Rotor Guard
27. M/R Tie Down Kit
28. Firewall Reinforcement
29. Extended Pedals
30. Wirestrike Protection System
31. Half-Panel- Instrument Panel
32. Cowling Maintenance Steps
33. Battery Relocation- w/Lead Acid Battery (Concorde RG390E)
34. Full Length Skid Shoes -Brauer
35. AKV Cycle Counter
36. Geneva Console - P132
37. Center Aft Console- LASD Custom
38. Attitude Gyro w/Slip Indicator
39. Pulse Lights (Precise Flight)
40. Air Conditioning System (IFS)
41. Overhead Map Lights (2)
42. Clock

Avionics:

Non-Police Sale includes:

- Becker 4400 Transponder
- Garmin KNS 420 COM/GPS
- Bendix/King KX165 COM/NAV
- Transcal Blind Encoder
- Bendix/King KRA10 Radar Altimeter
- Sandel Model 3308 E.H.S.I
- Bendix/King KG102A Remote Directional Gyro
- Bendix/King KMT112 Flux valve
- Ryan 9900 BX TCAD (Avidyne)
- Geneva Audio System model P139
- Copilot Transmit foot switch
- Airtex ELT 100
- OAT- Datron 301F/A
- 2 ea. Headset Drop cords

Police Sale includes all the above, plus the following:

- Technisonics TDFM7000, 4 band FM Tactical Radio
- AeroComputers LE5000, Moving Map Computer with Keyboard
- Avalex AVM4120, 12" flat-panel Display
- NAT 220 Watt PA/Siren System
- Airborne LoJack TR-E-AIR Receiver System
- Spectrolab SX-16 Searchlight
- Uniden BC785D Scanner

2003 Eurocopter- Model AS350-B2

Aircraft Registration: N970SD

Serial Number: 3760

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3. Demisting System
4. Cabin Heating
5. Long Boarding Steps (Dart)
6. R/H Cargo Door Latches
7. Utility Interior w/Flooring
8. Vertical Speed Indicator
9. LH Forward Hi-Vis Door
10. R/H Hi-Vis Window- Lower Pilot
11. Elec Ground Power Receptacle
12. FDC Engine Inlet Barrier Filter
13. Airborne Fuel Pumps
14. Energy Attenuating Seats- Pilot & Copilot
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16. R/H Sliding Door
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