

CONTRACT

32911

THIS CONTRACT is made and entered, in duplicate, as of October 31, 2012 for reference purposes only, pursuant to Resolution No. RES-12-0098, adopted by the City Council of the City of Long Beach at its meeting on October 23, 2012, by and between ROTORCRAFT SUPPORT, INCORPORATED, a California corporation ("Contractor"), with a place of business at 16425 Hart Street, Van Nuys, California 91406, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the Long Beach Police Department's two (2) Eurocopter helicopters require repair and maintenance services; and

WHEREAS, City did by Resolution No. RES-12-0098 determine that the City's need to purchase Eurocopter parts and repair and maintenance services could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase Eurocopter parts and repair and maintenance services and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

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

1. Contractor shall sell, furnish and deliver to City, pursuant to Contractor's Price Sheet attached hereto as Exhibit "A" and incorporated herein by reference, as-needed Eurocopter parts and repair and maintenance services as authorized by Resolution No. RES-12-0098.

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for as-needed Eurocopter parts and repair and maintenance services at the prices shown in Exhibit "A", a sum not to exceed One Hundred Sixty Thousand Dollars (\$160,000), for a period of one (1) year.

3. The term of this Contract shall commence on October 1, 2012, and

1 shall terminate at midnight on October 1, 2013 unless sooner terminated as provided
2 herein. The City may terminate this Contract by giving thirty (30) days prior notice of
3 termination to Contractor.

4 4. Neither this Contract nor any of the moneys that may become due
5 Contractor hereunder may be assigned without the prior written consent of City.

6 5. Any notices required hereunder or desired to be given by either party
7 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
8 class postage prepaid, addressed to Contractor at the address stated herein, and to City
9 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
10 shall be deemed given on the date personal delivery is made or on the date of deposit in
11 the mail, whichever first occurs.

12 6. City shall have the benefit of any warranty from the manufacturer on
13 the as-needed Eurocopter parts and repair and maintenance services, and Contractor
14 warrants that the Eurocopter parts and repair and maintenance services are in good
15 working order and free from defect at the time of delivery.

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

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 ROTORCRAFT SUPPORT,
4 INCORPORATED, a California corporation

5 By Phillip G. DiFiore
6 Name PHILLIP G. DIFIORE
7 Title PRESIDENT

8 By Teri Neville
9 Name TERI NEVILLE
10 Title VICE PRESIDENT

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 By [Signature] Assistant City Manager
15 City Manager

16 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Contract is approved as to form on Nov 20, 2012.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Deputy
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EXHIBIT “A”



City of Long Beach
Purchasing Division, 7th Floor
333 W. Ocean Blvd
Long Beach, CA 90802

The information below represents the 2012 labor & travel charges and parts discount which will apply to our agreement providing support for the City of Long Beach Police Department's Eurocopter Model EC130 helicopter air frame parts and related air frame components. These prices are exclusive of Turbomeca engine parts and engine components.

- 1.) ***Standard Labor = \$100.00 / hour***
- 2.) ***Avionics Labor = \$105.00***
- 3.) ***Over time Labor = \$150.00. Overtime is defined as that time which is excess of an 8 hour work day up to the 12th hour; or excess of a 40 hour work week***
- 4.) ***Avionics Overtime Labor - \$157.50***
- 5.) ***Double time Labor = \$200-.00. Double time Labor is defined as that time which exceeds 12 hours based upon a 8 hour work day or any time on a Saturday, Sunday and Standard, legal US holiday.***
- 6.) ***Avionics Double time Labor = \$210.00***
- 7.) ***4 hour minimum on call outs***
- 8.) ***Mileage @ .55 / mile***
- 9.) ***Reimbursement for actual per-diem expenses, including lodging and meals for any call out requiring an overnight stay for the technician.***
- 10.) ***American Eurocopter EC130 Parts = list price less 5% based upon American Eurocopter's current published price list.***