LOC
8/13/15
Item No. 20

AN ORDINANCE 2015-08-13-0699

AUTHORIZING A BROKER AGREEMENT WITH AIR FLIGHT, INC. TO MARKET TWO SAPD USED HELICOPTERS FOR A COMMISSION OF 8.5% OF THE SALES PRICE, AND CONTRACTS WITH SIKORSKY COMMERCIAL, INC. AND HELICO CONSULTANTS, S.E.N.C. FOR THE PURCHASE OF THE TWO HELICOPTERS FOR THE PRICE OF $240,000.00 AND $235,000.00, RESPECTIVELY.

* * * * *

WHEREAS, the City engaged the services of Air Flite, Inc., to market two surplus Schweizer helicopters for a commission of 8.5% of the sales price; and

WHEREAS, Air Flite, Inc. has presented offers from Sikorsky Commercial, Inc. and Helico Consultants, s.e.n.c. for the purchase of the two helicopters for the price of $240,000.00 and $235,000.00, respectively; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The contract with Air Flite, Inc. and services provided thereunder are hereby ratified. The offer submitted by Sikorsky Commercial, Inc. to purchase the 2000 Schweizer N297BJ model 269D 0029 (Sikorsky S333) helicopter for $240,000.00 is hereby accepted. The offer submitted by Helico Consultants, s.e.n.c. to purchase the 2007 Schweizer N584PM model 269D 0062A (Sikorsky S333) helicopter for $235,000.00 is hereby accepted. The City Manager, or her designee, is hereby authorized to execute the contracts with Air Flite, Inc., Sikorsky Commercial, Inc. and Helico Consultants, s.e.n.c. and all other documents required to complete this sale. The contracts with Air Flite, Inc. and Helico Consultants, s.e.n.c. are attached hereto and incorporated herein in substantially final form for all purposes as **Exhibit I**. The contract with Sikorsky Commercial, Inc. is available for inspection upon request at the offices of the San Antonio Police Department.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 217000000099 and General Ledger 4903100.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 13th day of August, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**20 (in consent vote: 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21)**
Date:	08/13/2015
Time:	01:41:04 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a broker agreement with Air Flight, Inc. to market two SAPD used helicopters for a commission of 8.5% of the sales price, and contracts with Sikorsky Commercial, Inc. and Helico Consultants s.e.n.c. for the purchase of the two helicopters for the price of $240,000.00 and $235,000.00, respectively. [Erik Walsh, Deputy City Manager; Anthony Trevino, Interim Chief of Police]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT I

PROFESSIONAL MARKETING SERVICES AGREEMENT FOR SALE OF AIRCRAFT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through Erik J. Walsh, Deputy City Manager and Air Flite, Inc., by and through its President, Mark White ("Consultant" or "Air"), both of which may be referred to herein collectively as the "Parties".

Whereas, City desires to sell the aircraft described below ("Aircraft") and appoints Air Flite, Inc. as its exclusive marketing agent, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Consultant" is defined in the preamble of this Agreement and includes its successors.

"Director" shall mean the City's Chief of Police.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the date of the last party to execute this Agreement and terminate September 30, 2015.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

3.1 Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

3.2 Reserved.

3.3 Consultant shall act as broker to sell the following property belonging to City (hereafter collectively referred to as "City Property"):

3.3.1 Aircraft, consisting of:

- 2000 Model Sikorsky S333 Helicopter, Serial No. 0029
- 2004 Model Sikorsky S333 Helicopter, Serial No. 0050A
- 2007 Model Sikorsky S333 Helicopter, Serial No. 0062A
-

3.3.2 Inventory of Sikorsky S333 spare parts, shown on Attachment A; and

3.3.3 Inventory of special tools, shown on Attachment B.

3.4 **Marketing Campaign:** Air shall conduct an advertising and marketing campaign for City Property. Air shall identify qualified prospects through Air's market data systems and the daily contact of its marketing professionals. Air will prepare and distribute sales brochures for the Aircraft, including photographs and technical specifications. Air will absorb all costs incurred for the foregoing marketing efforts. All marketing documents must be approved by City prior to use by Air.

3.5 **Market Updates & Consultation:** Air shall provide City with regular updates on relevant market activity, and at City's request, will render advice on any area of Air's expertise. Air shall promptly forward to City all offers, along with Air's recommendation, for consideration.

3.6 **Aircraft Data:** City shall provide the following: (a) current specifications and equipment lists; (b) current inspection schedule status; (c) interior and exterior photographs, if available; (d) Aircraft access with prior notice. Any demonstration flights shall be conducted solely at the discretion of and by City personnel at a mutually agreeable time and date.

3.7 **Representations & Authority:** Air is hereby selected to exclusively manage the sale of the City Property and is directed to represent the Aircraft's condition at time of sale as follows: (a) airworthy; (b) systems functioning normally; (c) current on maintenance; (d) free and clear of liens and encumbrances; and, (e) with all available logbooks, manuals and records, with the exception of the 2004 Model Sikorsky S333 Helicopter, Serial No. 0050A, which is not airworthy. As Owner's agent, Air shall have no authority to accept or bind Owner to any sale. Air is not authorized to make any other representations or warranties regarding the City Property without City's prior written consent. **Acceptance of any offer shall be in City's sole discretion**

3.8 **General Terms:**

3.8.1 **Asking Price:** City will consider any and all offers for Aircraft. Spare parts and special tools shall be sold as one lot of spare parts, one lot of special tools, or one lot of spare parts and special tools. Air shall inform City of all offers.

3.8.2 **Deposit Required:** Interested purchasers will be required to submit a bid deposit 10% of the agreed upon price, which will be held until City's governing body approves the sale. If the sale is approved, the amount of the deposit shall be credited toward the purchase price. If the sale is not approved, the deposit will be refunded. Any deposit must be valid for 90 days. If a buyer fails to complete the purchase after City's governing body approves the sale, the deposit shall be forfeited to the City. Spare parts and special tools sold separately from Aircraft shall only require this deposit if the total sales price exceeds $50,000.00.

3.9 If Air desires to purchase the Aircraft, spare parts or special tools for its own account, Air shall provide an independent appraisal by a third party, acceptable to City. If City accepts Air's offer, this Agreement shall terminate and no commission shall be due.

3.10 City authorizes its exclusive agent, Air, to be the sole contact regarding any inquiries.

3.11 Air must advise bidders regarding the applicability of and requirement to remit sales and use tax to the appropriate taxing authority at the time buyer registers the aircraft.

3.12 City shall have the right to approve the terms and conditions of any potential sale, and any such agreement must be approved by the San Antonio City Attorney, or her designee, as to form.

3.13 If Air procures a buyer who pays a deposit to City prior to the expiration of this Agreement, and who ultimately purchases the aircraft within 90 days of the termination of this Agreement without any intervening forfeiture of the deposit, Air shall be entitled to its commission as stated in Article IV, as though this Agreement were still in effect.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant a commission of 8.5% of the net sales price, not to exceed a maximum amount of $50,000.00 as total compensation payable under this contract for all items sold.

4.1.1 Listing Fee –Should City terminate this Agreement without cause, in accordance with 7.2, City shall pay Consultant a Listing Fee of $5,000 per helicopter. The listing fee is intended to compensate Consultant for initial travel costs to fly to San Antonio to inspect, take pictures, and review logbooks to make a complete listing on the aircraft.

No listing fee shall be paid for a helicopter for which City pays Consultant a commission.

4.2 Consultant shall submit invoices to City, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Police Department, P.O. Box 839966, San Antonio, Texas 78283-3966.

4.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 and 4.1.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council.

4.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services

provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return the documents to City at Consultant's expense prior to or at the conclusion of the retention period. In such event, Consultant may retain a copy of the documents.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by City upon 10 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice. Should City terminate without cause, Consultant shall be compensated in accordance with section 4.1.1.

7.3 Termination for Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of a material breach by Consultant.

7.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.5 Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.6 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.7 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
San Antonio Police Department
Attn: Janette Torres-Gloria, Contract Manager
315 S. Santa Rosa
San Antonio, TX 78207

If intended for Consultant, to:

Air Flight, Inc.
Attn: Mark White, President
2320 Airport Drive
Shawnee, OK 78207

IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, Consultant understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national

origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Police Department, which shall be clearly labeled "*Professional Marketing Services Agreement for Sale of Aircraft*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Police Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

10.3 A Consultant's financial integrity is of interest to the City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Aviation Ground Operations Liability a. damage to premises rented to you b. Medical Expense Limit (any one person) c. Personal/Advertising Injury Aggregate d. Products/Completed Operations Aggregate	$5,000,000 per Occurrence/$5,000,000 Aggregate a. $250,000 b. $25,000 c. $5,000,000 d. $5,000,000

4. Hangar Keeper's Liability	$1,000,000 each accident/ $500,000 each aircraft

10.4 Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the City as additional insureds. Consultant shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

10.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Police Department
Attn: Contracts Manager
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days

advance notice for nonpayment of premium.

10.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

10.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

10.12 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 **CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such**

negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City, through its Chief of Police or his designee.

12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City's Chief of Police or his designee.

12.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City's Chief of Police or his designee . As a condition of such consent, if such consent is granted, Consultant

shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of "respondeat superior" shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. INCORPORATION OF ATTACHMENTS.

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Inventory of Sikorsky S333 spare parts; and
Attachment B - Inventory of special tools.

XV. CONFLICT OF INTEREST

15.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies

or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

15.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant. City's Deputy City Manager shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City. Any amendments that cause the total cost of this agreement to exceed $50,000 require approval by the San Antonio City Council by passage of an ordinance therefore.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIX. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

21.1 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

21.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXII. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIV. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XVI. Amendments.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO	**AIR FLITE, INC.**
(Signature)	*(Signature)*
Printed Name: Erik J. Walsh	Printed Name: Mark White
Title: Deputy City Manager	Title: President
Date:	Date: 03/24/2015

Approved as to Form:

L. O'Connor
Assistant City Attorney

Attachment A

Sikorsky S-333 Spare Parts Inventory

P/N:	S/N:	Description:	Remarks:
269A5175-39	S0005	M/R Transmission	Overhauled TSN: 4372.8, TSO: 0.0
269A5600-703	S0590	T/R Transmission	Overhauled TSN: 2993.1, TSO: 0.0
269A6035-23	S3282	T/R Blade	Refurbished TSN: 4867.0
269A6035-23	S3282	T/R Blade	Refurbished TSN: 4867.0
269D1120-1	S0503	M/R Blade	Refurbished TSN: 1213.3
269D1120-1	S0175	M/R Blade	Needs Repair (Void) TSN: 3619.7
269D1120-1	S0177	M/R Blade	Needs Refurbish TSN: 3227.8
269D1120-1	S0178	M/R Blade	Needs Refurbish TSN: 3227.8
269D1120-1	S0183	M/R Blade	Needs Refurbish TSN: 3225.2
269D4310-7		Exhaust Collective Assy	Repaired/Serviceable 1 each
269D2200-007		Windshield L/H Upper	New 2 each
269D2200-008		Windshield R/H Upper	New 2 each
269D5506-003	S0043	Lower Pulley Assy	Used/Serviceable TSN: 1686.0
SKCP2738-5	S0169	Kaflex Driveshaft	Serviceable till 12/2015 TSN: 1686.0
269D6520-001		Fuel Sending Unit	New 1 each
PFA928-10A		Air Filter	New 1 each
269D2238-003		"Y" Brace Assy	New 1 each
269A5512-11		Banded Belt	New 1 each
269D7116-101		Aft Crossbeam	New 1 each
269A1301		Bearing, M/R Swashplate	New 3 each
269A5050-95		Bearing, M/R Thrust	New 3 each
269A5050-94		Bearing, Lower Pulley	New 6 each
269A5050-12		Bearing, Upper Pulley Hub	New 2 each
269A5050-18		Bearing, T/R P/C Housing	New 1 each
269A5050-99		Bearing, Upper Pulley Ext Hub	New 2 each
269A5050-074		Bearing, Idler Pulley	New 4 each
269A5050-096		Bearing, Upper Pulley Pinion	New 6 each
269A5050-71		Bearing, Flapping Hinge	New 3 each
6859956		Tube, Oil Pressure	New 1 each
269A5423-009		Strut, Belt Drive	New 1 each
23077068	VN1ACF0401	Fuel Nozzle	Overhauled TSN: 2496.0, TSO: 0.0
23053176	FF32510	Bleed Valve	Overhauled TSN: UNK, TSO: 0.0
23053176	FF56699	Bleed Valve	Overhauled TSN: UNK, TSO: 0.0
23057142	16071	Compressor Case Halves	Serviceable TSN: 4021.0, TSO: 523.4
23057142	37712	Compressor Case Halves	Unserviceable TSN: 6997.6 TSO: 3504.5
MS3506-1		External Power Receptacle	New 1 each
269A1338		M/R P/C Links	Refurbished 3 each
269D4253-003		Fuel Cap Hinge Spring Assy	New 4 each
MS25038-4/EM8001-2	9220	Tach Generator	Overhauled
MS25038-4/EM8001-2	11641	Tach Generator	Overhauled
MS25038-4/EM8001-2	13405	Tach Generator	Overhauled
5510-3	31806	NR Tach Generator	Overhauled

Attachment A

269A3150-25		AFT Landing Gear Damper	Needs Overhaul 2 each
269A3150-23		FWD Landing Gear Damper	Needs Overhaul 2 each
16-2-178-140-A3A-B3A		Gas Strut, Alt Air Bypass	New 1 each

P/N:	S/N:	Description:	Remarks:
ES39200-1		Gas Strut, Cockpit Door	New 1 each
2200-12	158	Engine Power Out Box	Overhauled
8618M33A		Linear Actuator	Overhauled 3 each
9009-1040	121	Dual Ind Eng Oil Press/Temp	Overhauled
RCA26BK-34	16J0416	Attitude Gyro Indicator	Overhauled
5934PD-3	389479	Altimeter, Barometric	Needs Overhaul
8000	168148	Airspeed Indicator	Needs Overhaul
269D6066-003	32312	Dual Tach Ind NR/N2	Overhauled
Model 655	7951	Davtron 5 Function Indicator	Overhauled
Model LC-2H	66193	Astrotech Digital Chronometer	New
VA-1A-100	067775	Electronics Volt/Amp Meter	Overhauled
Model 475VA	A17891	Davtron Volt/Amp Meter	Overhauled
269D6065-001	28286	N1 Tach Indicator	Overhauled
269D6529-11		Fuel Quantity Indicator	Used/Serviceable 2 each
269D6069-009	30951	Torque PSI Meter	Overhauled
269D6069-009	30907	Torque PSI Meter	Overhauled
269D6069-009	30952	Torque PSI Meter	Overhauled
GCSG503	1059B	Generator Control Unit	Overhauled
GCSG503	1210C	Generator Control Unit	Overhauled
GCSG503	1118B	Generator Control Unit	Overhauled
GCSG503	1197C	Generator Control Unit	Overhauled
SA-269K-009		Trim Reverse Install Kit	New 1 each
150SG117Q	8069	Starter Generator	Overhauled TSN: 3949.7, TSO: 0.0
150SG117Q	9890	Starter Generator	Overhauled TSN: UNK, TSO: 0.0
150SG115Q	7963	Starter Generator	Overhauled TSN: UNK, TSO: 0.0
269D4106-1		Starter Gen Brush Cover	Used/Serviceable 2 each
01-0770028-05		Whelen Power Supply HDACF	New 2 each
269A1290-003	10081	M/R Elastomeric Damper	New
269A1290-003	10008	M/R Elastomeric Damper	New
269A1290-003	10090	M/R Elastomeric Damper	New
269A1290-003	7951	M/R Elastomeric Damper	Overhauled TSN: 2248.5, TSO: 0.0
A-30	125784	ACK Digitizer Encoder	New
A-30	125785	ACK Digitizer Encoder	New
269D4317-001	2 each	V-Retainer Coupling-Exhaust	New 2 each
269D4311-001	2 each	V-Retainer Coupling-Exhaust	New 2 each
269A1221-005	S1426	M/R Pitch Housing	Used/Serviceable
269A1221-005	S1423	M/R Pitch Housing	Used/Serviceable
269A1240-7	S7228	M/R Pitch Shaft	New
269A1240-7	S7188	M/R Pitch Shaft	New
269D4005-1		Bellmouth Assy	Repaired/Serviceable 1 each
269D4516-45		Oil Tank Assy-Engine	Used/Serviceable 1 each

W

Attachment A

269A5505-7	S0017	Upper Pulley	Used/Serviceable 1 each
269A5565-807		H-Frame Assy	Used/Serviceable 1 each
269A1356-003		Washer, Flapping Hinge Bolt	New 7 each
269A1230		Washer, Blade Bolt	New 20 each
269A1294-1		Washer, Pitch Case Weight	New 10 each
269A1263		Washer, Idler Link & T/R	New 14 each

P/N:	S/N:	Description:	Remarks:
269A6051		Lockwasher, T/R Swashplate	New 4 each
269A6065-005		Washer, T/R Fork Bolt	New 15 each
269A6065-007		Washer, T/R Fork Bolt	New 15 each
269A6065-011		Washer, T/R Fork Bolt	New 17 each
269A5662		Washer, Dust Shield	New 1 each
95630A500		Nylon Washer, Landing Gear	New 14 each
MS21206-12		Washer, Flapping Hinge Bolt	New 5 each
269A1308-003		Lockwasher, D/S Thrust Tube	New 1 each
AN936A516		Lockwasher, Kaflex Bolt	New 52 each
SAE W-12		Lockwasher, Droop Stop Nut	New 15 each
W-02		Lockwasher, Idler Pulley	New 6 each
HS1551S290		Lockwasher, T/R Hub	New 4 each
SL61W-9F		Lockwasher, M/R Pitch Case	New 3 each
269A5714		Nut, T/R D/S	New 4 each
269A1340-003		Nut, Droop Stop	New 2 each
269A5449-007		Nut, Aft Pinion	New 3 each
22K1-048		Nut, Cyclic Friction	New 7 each
269A6029		Nut, T/R G/B Input	New 1 each
269A1355		Nut, Flapping Hinge Bolt	New 8 each
269A6258		Nut, T/R Swashplate	Used/Serviceable
AN310-10		Nut, M/R Blade Bolt	New 8 each
AN315-6R		Nut	New 17 each
AN315-6L		Nut, M/R P/C Link	New 12 each
AN316-6R		Nut, M/R P/C Link	New 19 each
FN22M624		Nut, T/R Blade Bolt	New 34 each
SHS1550-325		Nut, T/R Hub	New 4 each
N02		Nut, Idler Pulley	New 6 each
VCU0001		Nut, T/R Fork Bolt	New 8 each
SL61N9F		Nut, M/R Pitch Shaft	New 6 each
HS1446-10-68		Bolt, M/R Blade	New 7 each
269A1354		Bolt, Flapping Hinge	New 4 each
269A6092-003		Bolt, T/R Fork Stretch	New 3 each
AN47-14		Eyebolt, Landing Gear	New 6 each
LWB-22-D6-22		Bolt, T/R Blade	New 7 each
NAS1305-103D		Bolt, Idler Pulley	New 2 each
NAS6305-64D		Bolt, Landing Gear Damper	New 3 each
NAS6207-20D		Bolt, Landing Gear	New 8 each
NAS1306-58D		Bolt, Engine Mount	New 5 each

Attachment A

STD10972-004		Bolt, Kaflex D/S	New 1 each
STD10972-027		Bolt, Kaflex D/S	New 2 each
800-015-10		Lockoseal, Upper Pulley	New 6 each
1A8504		Chip Detector, M/R XSMN	New 2 each
1474		Seal Klozure, Upper Pulley Cap	New 7 each
23053995		Gasket, PTO Shaft & Cover	New 4 each
23079072		Seal, PTO Shaft	New 6 each
269A1318-005	ATAR-075	Tube, Thrust	New 1 each
269A1209		Washer, Thrust	New 12 each

P/N:	S/N:	Description:	Remarks:
269A1219-005		Sleeve, M/R Blade Lead-Lag	New 12 each
269A1227-19		Bushing, Flanged Pitch Case	New 4 each
269A1181-3		Interrupter, P/C Link	Used/Serviceable 11 each
269A1310-5		Boot, Swashplate	New 2 each
269A1320		Plate, Droop Stop Retainer	New 1 each
269A1332		Retainer, Droop Stop	New 1 each
269A1311-1		Arm Assy, Scissors Link	Repaired/Serviceable 1 each
269A1339		Sleeve Assy, Swashplate Uniball	New 3 each
269A1324		Liner, Swashplate Uniball	New 2 each
269A1323-5		Bushing, Steel Scissors Link	New 13 each
269A1312		Bushing, Brass Scissors Link	New 10 each
269A1335-7		Link Assy, Scissors	Repaired/Serviceable 1 each
269A5476-003		Spring, Belt Tension	New 2 each
269A3170-001		FWD Cap Assy, L/G Damper	New 5 each
269A3152-001		AFT Cap Assy, L/G Damper	New 5 each
269A5409		Retainer, Upper Pulley	New 4 each
269A5198-1		Seal, M/R XSMN Input	New 1 each
269A5485-3		Guide, Belt Tension Spring	New 1 each
269A5475		Spacer, Idler Pulley	New 6 each
269A5475-3		Spacer, Idler Pulley	New 6 each
269A5443		Tube, Idler Pulley Spacer	New 1 each
269A5437		Spacer, Idler Pulley	New 2 each
269A2309		Grommet, T/R Control Rod	New 7 each
269A4566		Pin, Safety T/R Pedals	New 9 each
269A3228		Cap, Skid & Step	New 2 each
269A5441		Plug, AFT Pinion	Used/Serviceable 1 each
269A4611		Switch, XSMN Oil Temp	Used/Serviceable 1 each
269A4480-011		Plate, Tail Light Install	New 1 each
269A5170		Gasket, M/R Transmission	New 6 each
269A5140		Gasket, NR Tach Generator	New 1 each
269A5137		Gasket, XSMN Oil Pump	New 2 each
269A5138		Gasket, XSMN Oil Pump	New 2 each
269A5050-24		Bearing	New 8 each
269A5050-29		Bearing, Flight Controls	New 2 each
269A5050-33		Bearing, L/G Diagonal Strut	New 4 each

Attachment A

269A5050-36	Bearing, Flight Controls	New 4 each
269A5050-38	Bearing, T/R Control Rod	New 1 each
269A5050-39	Bearing, Scissors Link	New 2 each
269A5050-40	Bearing, Scissors Link	New 2 each
269A5050-76	Bearing, Flight Controls	New 4 each
269A5050-92	Bearing, Upper P/C Link	New 19 each
269A5050-93	Bearing, Lower P/C Link	New 24 each
269A5197	Valve & T/R Chip Detector	New 1 each
269A4576-003	Switch, XSMN Oil Pressure	Used/Serviceable 1 each
269A5430-1	Driven Spline, One Piece Hub	New 2 each
269A5430-7	Driven Spline, Extended Hub	New 1 each
269A6030-005	Driven Spline, T/R G/B Input	New 2 each

P/N:	S/N:	Description:	Remarks:
269A7345-5		Trim Motor, Cyclic	New 4 each
269A7346-1		Trim Motor, Cyclic	New 1 each
269A5667-005		Bearing, T/R Flapping Hinge	New 2 each
269A5585-003		Retainer Tube, Belt Spring	New 8 each
269A5583		Shaft, Idler Pulley	New 4 each
269A6063-9		Seal, T/R G/B Input	New 1 each
269A6059-3		Bushing, T/R Pitch Horn	New 5 each
269A6063-11		Seal, T/R G/B Output	New 4 each
269A6062-007		Bearing, T/R Blade Feather	New 5 each
269A6062-009		Bearing, T/R Blade Feather	New 5 each
269A5595-1		Bushing, Spline Adapter	New 3 each
269A5801-015		Seat Assy, Belt Spring	New 4 each
269A5801-7		Strap, Belt Spring	New 4 each
269A5801-3		Guide, Belt Spring	New 5 each
269A5801-5		Collar, Belt Spring	New 4 each
269A5527		Bushing, H-Frame	New 5 each
269A6031		Seal Nut, T/R G/B Input	Used/Serviceable 1 each
269A6049-3		Swashplate Assy, T/R	New 3 each
269A8605		Absorber, Engine Mount	New 6 each
269A8606		Absorber, Engine Mount	New 6 each
269A6091-005		Pitch Link Assy, T/R	New 2 each
269A6107		Boot, T/R Swashplate Lg.	New 2 each
269A6102-009		Boot, T/R Swashplate Sm.	New 5 each
269A8616		Spacer, Engine Mount	New 8 each
269A7231-015		Friction Lever, Collective	New 1 each
269A9967-801		Bracket Assy, Collective Guide	New 4 each
269A7223-003		Gear, Throttle	New 2 each
269A7212		Shim Kit, Throttle	New 1 each kit
269A6087-001		Shim, T/R G/B	New 6 each
269A6073T		Shim Kit, T/R Hinge Bolt	New 1 each kit
269A6233		Washer, Idler Link	New 7 each
269A6082		Swag Ring, T/R Bearing	New 3 each

Attachment A

269A6064	Bushing, T/R Blade	New 13 each
269A6246	Pin, T/R Bellcrank	New 1 each
269A6109	Stop, T/R Hub	New 2 each
269A6110-3	Spacer, T/R Hub	New 1 each
269A6106	Split Ring, T/R Hub	New 3 each
269A7118	Friction Washer, Cyclic	New 9 each
269A7143	Friction Washer, Cyclic	New 10 each
269A4515-39	Hose, Main Fuel	New 2 each
269D4515-27	Hose, Engine Oil Pressure	New 2 each
269D4515-031	Hose, Engine Oil Torque	New 2 each
269D4116-003	Fitting, Engine Oil Torque	New 4 each
269D1336-003	Link Assy, Idler	New 2 each
269D1329-1	Ring, Droop Stop Retainer	New 2 each
269D4103-1	Adapter, Engine Bellmouth	New 1 each
269D4503-003	Angle Bracket, Fan Shroud	New 4 each

P/N:	S/N:	Description:	Remarks:
269D4503-11		Angle Bracket, Fan Shroud	New 4 each
269D4503-11		Angle Bracket, Fan Shroud	New 4 each
269D4503-13		Angle Bracket, Fan Shroud	New 2 each
269D4503-17		Angle Bracket, Fan Shroud	New 2 each
269D4503-19		Angle Bracket, Fan Shroud	New 1 each
269D3407-16		Angle Bracket, T/B to Stab	New 1 each
269D3223-011		Angle Bracket, Mast	New 2 each
29.311.12		Relay, Electrical	New 1 each
269D8423-013		Slide, Collective	New 3 each
269D4254-007		Spring, Fuel Cap	New 4 each
269D8504-003		Boot, Control Rod	New 3 each
269D5312-007		Collet, M/R Hub	New 2 each
269D8305-003		Extension Assy, Long Trim	New 1 each
269D7112-003		Fork, Aft L/G Damper	New 2 each
269D8528-001		Lever, Anti-Ice	New 2 each
63X0991		Seal Klozure, M/R Pitch Case	New 4 each
26X03242		Seal Klozure, PTO Shaft	New 4 each
71X5239		Seal Klozure, Idler Pulley	New 3 each
6843609		Washer, Discharge Air Tube	New 21 each
6843610		Packing, Discharge Air Tube	New 4 each
6844003		Ring, Seal, Discharge Air Tube	New 4 each
6873949		Spacer, Discharge Air Tube	New 3 each
HM-4M		Bearing, Governor & F/C Lever	New 5 each
A218-158698-05		Switch, Trigger Comms	New 3 each
CCA-5400		Petcock Drain, Eng Oil Tank	New 2 each
AN165-22RL		Pin Eye, Belt Spring Turnbuckle	New 5 each
ABC5526-101		Bolt, Expandable Idler Pulley	New 9 each
BPF-87		Button Plug, Fuel Cell Bolts	New 2 each
A218-100-646-03		Trim Switch, Cyclic	New 2 each

Attachment A

MS24524-31	Switch, Generator Control	New 1 each
SHS306-527H	Washer, Collective Friction	New 10 each
269D7010-11	Boot, L/G Damper, Cloth	New 6 each
269A3163-013	Barrel Assy, L/G Damper	New 3 each
269A3162-005	Piston, L/G Damper	New 2 each
269A3156-3	Housing Poppet, L/G Damper	New 1 each
269A3150-801	Overhaul Kit, L/G Damper	New 4 each
269D9004-812	Webbing, Seat Back, Blue	New 1 each

Attachment B

Model 269D Config. "A" - Basic HMI
Servicing & General Maintenance
Ground Support Equipment and Special Tools

NOTE

Limited application is noted in the Application or Use column.

Item No.	Part No.	Fig. No.	Nomenclature	Application or Use
MAIN ROTOR				
1	269T3330-03	8-23	Installation tool, Splined Hub	Assembly of splined main rotor hub to shaft.
2	269T1179	8-12	Staking tool for -61 bearing	Replacement of main rotor blade bearing (same as RB0006-809-00090-8 & -20)
3	269T9312	10-2	Wrench, 269A1315 nut	Remove and install M/R driveshaft, thrust bearing nut
4	269T9231	8-22	Wrench, 269A1340 nut	Remove and install M/R droop stop nut
6	269T1221	8-17	Socket, pitch bearing	Remove and install M/R pitch shaft nut
7	269T9259	8-1	Micrometer, lead-lag bolt	Measure elongation of M/R lead-lag bolt
8	269T9310	8-1	Micrometer, flap hinge bolt	Measure elongation of M/R flap hinge bolt
9	269T9272-5	8-30	Rigging block, M/R	Rigging - provides horizontal base for setting swashplate at neutral position
11	269A9222		Tube, bearing install	M/R D/S thrust bearing install
MAIN TRANSMISSION				
12	269T9205	10-8	Wrench, main G/B pinion nut	Remove and install aft pinion nut
13	269T9278	10-2	Tube, M/R D/S	Remove M/R D/S and thrust bear ing
BELT DRIVE TRANSMISSION				
14	269T9239	10-9	Puller, bearing	Remove upper pulley forward bearing
15	269A5510-330-80901	3-3	Belt drive alignment tool	Align lower pulley with engine output shaft
16	269T9281	10-8	Wrench, fitting	Remove and install upper pulley aft fitting
17	269A9284	10-11	Tube, bearing install	Install upper pulley forward bearing
18	269T9331	10-12	Socket, idler pulley nut	Disassemble and reassemble idler pulley
19	269T3320	10-18	Upper pulley hub holding tool	Disassemble and reassemble upper pulley
19A	269T9336-105	10-17A	Puller, bearing removal	Remove upper pulley (extended hub) & lower pulley bearings (Use with 269T9336-101 and 269T9336-103 tools)
20	269T3321 (2 each)	10-18	Upper pulley cap pressing tool	Disassemble and reassemble upper pulley
TAIL ROTOR AND TRANSMISSION				
22	269T9204-5	9-9	Rigging tool, tail rotor	Rigging tail rotor pitch
24	269T9307	9-4	Wrench, 269A6258 locknut	Remove & install T/R swashplate to pitch control housing nut
25	269T9211-5	10-20	Spanner wrench, T/R D/S nut	Remove & install T/R D/S FWD coupling nut
25A	269T9303-003	10-20	Spanner wrench, T/R D/S nut	Remove & install T/R D/S AFT coupling nut
26	269T9275-3	9-3	Wrench, T/R nut HS1550-325	Remove & install T/R attachment nut
27	RBA9822-3	9-4	Holding block, P/C assembly	Remove & install T/R P/C housing from T/R swashplate
29	269T9320	9-3	Staking tool (pi lot and punch), T/R P/C assembly double-row bearing	Install bearing and swage ring in P/C housing
FLIGHT CONTROLS				
30A*	269T9269-9	8-31	Rigging fixture, cyclic stick lateral positioning	Locating cyclic stick at neutral lateral position
31A*	269T9203-19	8-31	Rigging fixture, cyclic stick longitudinal positioning	Locating cyclic stick at neutral longitudinal position

*Helicopters with redesigned cyclic control bellcranks and friction guides require Items 30A and 31A; refer to Section 8 text for details.

Attachment B

Item No.	Part No.	Fig. No.	Nomenclature	Application or Use
ENGINE				
36	269T3301	3-6	Engine lift table	Engine removal/installation
39	269T3312	3-6	Engine lift adapter	Engine removal/installation
40	TT1000A	14-3	Barfield Turbine Temp Tester (or equivalent)	TOT Gage Calibration/Test
40A	269T3303 3-5	3-5	Engine Alignment Tool	Align engine output shaft with M/R Transmission
ADDITIONAL TOOLS				
1	269A6300-80901	2-3	Tool Kit, overhaul	Landing gear damper overhaul
2	269A9264	2-1	Wrench, T/R G/B coupling nut	Remove & install T/R G/B input splined retaining nut
3	2.183"	8-18	Spreader block	Remove M/R pitch case lead-lag bushing
4	RBT18605		Repack tool	Repack T/R double row bearing
5	269A5581	10-12	Cover, repack	Repack idler pulley bearings
6	RBT18603	4-4	Tool, feather bearing	Remove T/R blade feather bearings
7	RBA1710-30101-2B	4-4	Tool, feather bearing	Install T/R blade feather bearings
8	Service Bulletin DB-041.1		Tool, repack	Repack FWD & AFT T/R D/S coupling
9	ACM-200		Tensitron cable tensiometer	Adjust T/R cable tension

AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement is between the City of San Antonio, Texas, a home rule, hereinafter referred to as the "Seller," and Helico Consultants s.e.n.c. hereinafter referred to as the "Purchaser." Aircraft Broker will be Air Flite, Inc. hereafter referred to as the "Broker". Escrow agent will be Powell Aircraft Title, hereinafter referred to as the "Escrow Agent

Whereas the Seller agrees to sell and the Purchaser agrees to purchase 2007 Schweizer 269D, N584PM, Serial Number 0062A, equipped per "Attachment A," hereinafter referred to as the "Aircraft

Now therefore, in consideration of the terms and conditions herein contained, the parties agree as follows:

Purchase Price: Purchaser will pay $235,000.00 (Two Hundred Thirty Five Thousand Dollars and no cents).

Terms of Payment: Purchaser will place a deposit of $23,500.00 (Twenty Three Thousand Five Hundred Dollars and no cents) into Escrow as per the instructions listed on "Attachment B". The Deposit is refundable if Seller fails to obtain approval from the San Antonio City Council to complete this transaction. If the San Antonio City Council approves this sale, the deposit becomes nonrefundable and the Seller will then make aircraft ready for delivery.

At closing, Purchaser will pay the balance of purchase price plus half of the escrow fees, $211,500.00 (Two Hundred Eleven Thousand Five Hundred Dollars and no cents), to Seller through Escrow Agent, as per the instructions listed on "Attachment B". Escrow Fees for this sale are $1,000.00 (One Thousand Dollars and no cents) and will be split between the Seller and Buyer.

Purchase Inspection: Seller will deliver the aircraft with all systems in an airworthy condition and a current Certificate of Airworthiness.

Delivery: Aircraft will deliver at San Antonio Police Helicopter Unit located in San Antonio, Texas. Purchaser is responsible for all shipping cost.

Closing: Prior to closing, Seller will place two originals of a Bill of Sale for the Aircraft with Escrow Agent. Simultaneous upon the release of funds from escrow, the Bill of Sale, Aircraft, logbooks, all records will be released to Purchaser. Risk of loss will pass with title to the Aircraft.

Certificates and Taxes: Seller is responsible for all taxes and duties on the Aircraft up to the date of closing, including property taxes. Purchaser is responsible for all taxes and duties thereafter.

Title and Liens: Seller represents and warrants that it has good title to the Aircraft and that all necessary legal steps have been taken by Seller to authorize and complete transfer of title to Purchaser pursuant to this agreement. Seller further represents and warrants that the Aircraft is free of all liens and encumbrances upon sale and delivery to Purchaser and that the Seller agrees to defend Purchaser's title to the same. This warranty and covenant shall survive closing.

Acceptance of Condition of Aircraft: At the time of delivery Purchaser agrees to accept the Aircraft in an **AS IS - WHERE IS CONDITION WITHOUT WARRANTY OF ANY KIND AND SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE SELLER OR ITS EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SELLER'S OBLIGATIONS HEREUNDER, AND BUYER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE**. The Seller represents and warrants that the aircraft records and logbooks are materially accurate and current.

Governing Law: Laws of the State of Texas shall govern this agreement and this Transaction and the parties further agree that venue for any matter relating to this agreement shall be in Bexar County, Texas.

Default: Upon failure of Purchaser, without default by Seller, to purchase the Aircraft by closing date, Seller may elect to cancel this agreement and retain the deposit as liquidated damages. The Seller retains the right to dispose of the Aircraft with no further liability in accordance with this agreement.

Upon failure of the Seller, without default of Purchaser, to comply with the terms of this agreement and deliver the Aircraft and accompanying documents as provided herein, with repairs completed as required herein, Purchaser may elect to cancel this agreement and the deposit will refunded in full.

Excusable Delay: The Seller and Purchaser shall not be liable for any failure or delay in performing any of its obligations hereunder caused by an act of God, the public enemy, strike or labor dispute, governmental regulation or priorities and force majeure not involving the fault or negligence of the Seller or Purchaser.

Assignability: This agreement shall not be modified or amended except by the mutual consent of the parties in writing.

Partial Illegality: If any one or more provisions of this agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Fax/Email Document: For the purposes of negotiating and finalizing this Aircraft Purchase Agreement, any document, including this Agreement, transmitted by fax or email herein called "Document", shall be treated in all manner and respects as an original document. The signature of any party on such a Document shall be considered for these purposes as an original signature. Any such Document shall be considered to have the same binding legal effect as an original document. At the request of either party, any such Document shall be re-executed by both parties in the original form. In consideration of the promises made and value received hereunder, the undersigned parties hereby agree that, after a document has been executed and transmitted by facsimile or email, neither party shall raise the use of a fax or email, or the lack of a document bearing an original signature, as a defense to this Agreement and forever waive such defense.

General: In all respects, time shall be of the essence in this agreement. This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns. This agreement supersedes all previous agreements, if any.

Signed, sealed and delivered this 13 day of JULY 2015.

PURCHASER:	**SELLER:**
Helico Consultants s.e.n.c.	City of San Antonio Texas
Signature	Signature
MD Title	Title
13 JULY 2015 Date	Date

INITIALS: PURCHASER _____ SELLER _____

"ATTACHMENT A" To Aircraft Purchase Agreement
Dated 13 Day of July, 2015

2007 Schweizer 269D

Serial # 0062A
Registration Number: N584PM

Accessories:

High Skid Gear, L/H PIC, Vertical Card Compass, Dual Controls, Mesh Seats, NAT AMS 42 Audio Panel, M310C Digital Clock, Attitude Gyro, Vertical Speed Indicator, Electric OAT, Gill Lead Acid Battery, Map Light, King KT 76A Transponder, King KY196A Transceiver, Garmin 430 w/ GI-106 CDI, ACK 30 Encoder, Triple Latch Doors, Fire Ext, Grey Floor Mat, Particle Separator, First Aid Kit, Engine Wash Kit, Flite Steps, Ground Handling Wheels.

New Spare Parts Included with Sale:
(1 each) 269A1318-005 M/R Thrust Bearing
(1 each) M33000003 Engine Intake Filter

SAPD will install 0.0 time overhauled Starter/Generator and Bleed Value before delivery.

SAPD will weigh aircraft and provide new weight and balance after removing police equipment.

SAPD will remove Kaflex Drive assembly for Purchaser to have updated & balanced at Aire-Tech. After repairs SAPD will install assembly back in aircraft. All charges for updating, and shipping will be at the expense of the Purchaser.

SAPD will remove M/R Blades and provide a hoist for loading the aircraft if needed for Purchaser. Loading and shipping aircraft will be at Purchaser's risk.

"ATTACHMENT B" To Aircraft Purchase Agreement
Dated 13 Day of JULY, 2015

WIRE TRANSFER INSTRUCTIONS

ESCROW AGENT'S ACCOUNT

Postal Address
Powell Aircraft Title Service Escrow
P.O. Box 19096
Oklahoma City, OK 73144

Fed Ex Address
Powell Aircraft Title Service Escrow
10005 S. Penn Suite A
Oklahoma City, OK 73159
Contact: Kim Thompson (405-685-4858)

Bank Instructions
Bank: Bank of America
Bank Address: 8901 South Western, Oklahoma City, OK 73159
ABA Routing Number: 026009593
Acct: Powell Aircraft Title Service - Escrow
Acct. No. 00-28680-48493

Special Instructions: Notify recipient upon receipt of funds
Reference: Schweizer N584PM