LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service

November 29, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF MODEL MASTER AGREEMENT FOR AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) requires the services of independent contractors to provide Airplane Maintenance, Engineering and Repair Services on an as-needed basis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Model Master Agreement (Model Agreement) for Airplane Maintenance, Engineering and Repair Services with an initial three-year term from January 11, 2012, through and including January 10, 2015, with an option to extend for two one-year periods, plus one additional six-month period, in any increment, for a total agreement term not to exceed five years and six months.

2. Delegate authority to the Sheriff to execute Master Agreements (Agreement) substantially similar to the attached Model Agreement with qualified contractors to meet the needs of the Department, provided sufficient funding is available and Los Angeles County (County) Counsel approval is obtained.

3. Delegate authority to the Sheriff to: execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; modify the Agreement within the conditions specified in the Agreement, including to execute any of the extension options above, if it is in the best interest of the County and funding is available; and to include new or revised standard County contract provisions, including all applicable documents adopted by your Board during the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Department to maintain a pool of readily available qualified contractors to assist the Department's Aero Bureau with airplane maintenance, engineering and repair services for major repairs and/or overhaul services to airplanes and related components. Qualified contractors will also provide airplane completion services as required by the Department during the term of the Agreement. Qualified Department personnel provide all routine maintenance for these aircraft. The services being sought as part of this request are related to heavy maintenance, special engineering, and power plant/component overhaul services beyond the capability of the Department's staff.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. This Agreement will enable the Department to ensure the continued, reliable, and safe operation of its fleet of drug interdiction and law enforcement patrol airplanes.

FISCAL IMPACT/FINANCING

The annual expenditures of these services are estimated to be approximately $500,000. Over the term of the Agreement, appropriate allocations will be established in the Department's annual budget to meet the anticipated need each fiscal year. However, actual expenditures will only be incurred on an as-needed basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there is an active Master Agreement that was approved by your Board on July 11, 2006, which expires January 10, 2012.

This is not a Proposition A agreement because the service is highly specialized in nature and will be used intermittently on an as-needed basis. Therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Agreement.

The contractors will be required to comply with all Board and Chief Executive Office requirements, including Jury Service, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The attached Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On August 23, 2011, the Department issued a Request for Statement of Qualifications (RFSQ) for Airplane Maintenance, Engineering and Repair Services. The Department sent notification of the RFSQ to five vendors and posted the solicitation on the County's and Department's websites with an initial closing date of September 27, 2011. The solicitation will remain open until the needs of the Department are met. The Department received one Statement of Qualification (SOQ) by the initial deadline of September 27, 2011, and two additional SOQs shortly thereafter. As of the date of this

Board letter, one vendor has met the minimum mandatory requirements and was determined to be qualified, while two vendors are still under review. Upon your Board's approval, the Sheriff intends to execute Agreements with all qualified Contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will facilitate expeditious maintenance service to the Department's fleet of airplanes. These services are required to keep vital aircraft in continuous, reliable, and safe working order for emergencies and for rapid response to law enforcement activities.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

LDB:ARV:arv

Enclosures

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MODEL MASTER AGREEMENT

FOR

AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

MASTER AGREEMENT
FOR
AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
[_____]

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MASTER AGREEMENT
FOR
AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
[_____]

This Master Agreement is entered into as of this _____ day of _____, 2011, by and between the County of Los Angeles ("County") and [_____], a [_____] organized under the laws of [_____], located at [_____] ("Contractor"), to provide Airplane Maintenance, Engineering and Repair Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, County, through the Department, desires to contract with private businesses to provide Airplane Maintenance, Engineering and Repair services for the Department; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Airplane Maintenance, Engineering and Repair Services; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. MASTER AGREEMENT AND INTERPRETATION

1.1 Master Agreement. This base document along with Exhibits A through H, attached hereto, Exhibit I, not attached hereto but incorporated herein by reference, any attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this

base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3. Exhibit C – Price Sheet

1.2.4. Exhibit D – Sample Work Order Format

1.2.5. Exhibit E – Contractor's EEO Certification

1.2.6. Exhibit F1– Contractor's Employee Acknowledgement and Confidentiality Agreement

Exhibit F2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.7. Exhibit G - Jury Service Ordinance

1.2.8. Exhibit H - Safely Surrendered Baby Law

1.2.9 Exhibit I - Subsequent Executed Work Orders

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Master Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Master Agreement are for convenience only and are not a part of the Master Agreement and shall not be used in construing the Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this

Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Master Agreement.

2.1 "Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).

2.5 "Contractor Project Director" has the meaning set forth in Subparagraph 4.1 (Contractor Project Director).

2.6 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.2 (Contractor Project Manager).

2.7 "County" has the meaning set forth in the Recitals.

2.8 "County Counsel" means County's Office of the County Counsel.

2.9 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).

2.10 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).

2.11 "Department" has the meaning set forth in the Recitals.

2.12 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.13 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.14 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.15 "Master Agreement" means generally County's standard agreement executed between County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders. Specifically, Master Agreement has the meaning set forth in Subparagraph 1.1 (Master Agreement).

2.16 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.17 "Maximum Labor Rate Per Hour" or "MLR" means, for Contractor's personnel, the fully burdened maximum hourly rate set forth in Paragraph 8.2 (Labor), which includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.

2.18 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.19 "Qualified Contractor" means a contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) Number 470-SH, has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with County.

2.20 "Request for Statement of Qualifications" or "RFSQ" means a solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.

2.21 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.22 "Specifications" means the direction, provisions, and requirements contained in each Work Order and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the Work under the Master Agreement.

2.23 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Master Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.

2.24 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.25 "Term" has the meaning set forth in Paragraph 7 (Term).

2.26 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor, including the work required pursuant to a fully executed Work Order, in accordance with this Master Agreement, the Statement of Work, and all other Exhibits, and fully executed Change Orders and Amendments hereto.

2.27 "Work Order" means a subordinate agreement to this Master Agreement, executed wholly within and subject to the provisions of the Master Agreement, for the performance of tasks and/or provision of deliverables pursuant to the Exhibit B (Statement of Work) and the Specifications. No work shall be performed by Contractor except in accordance with a fully executed Work Order. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit J by this reference and made a part of this Master Agreement. A sample Work Order is attached hereto as Exhibit D (Sample Work Order Format).

3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Master Agreement shall be the following person:

Captain
Los Angeles County Sheriff's Department
Aero Bureau
3235 North Lakewood Boulevard
Long Beach, California 90808
Facsimile: (562) 420-3197

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Master Agreement shall be the following person:

Chief of Helicopter Maintenance
Los Angeles County Sheriff's Department
Aero Bureau
3235 North Lakewood Boulevard
Long Beach, California 90808
Facsimile: (562) 420-3197

Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement. Notwithstanding, County Project Manager may issue Work Orders, and make amendments thereto, pursuant to Paragraph 5 (Work) below.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Subparagraph 3.3.

3.4 County Personnel. All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

[_____]

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Master Agreement.

4.1.3 Throughout the Term of the Master Agreement, Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.1.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

4.2 Contractor Project Manager

4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

[_____]

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

4.2.3 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

4.2.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. The County Project Director has the right to approve or disapprove any

proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK

5.1 Contractor acknowledges that, subject to this Paragraph 5 (Work), all Work performed under this Master Agreement, including pursuant to an executed Change Order or Amendment, is payable on a per Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 5 (Work), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

5.2 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all deliverables, services and other work as set forth in each Work Order. Payment for all Work performed under a fully executed Work Order shall be subject to the total maximum amount specified on each individual Work Order.

5.3 Work Orders shall generally conform to Exhibit D (Sample Work Order Format). Each Work Order shall include Specifications that describe in detail the particular project and the work required for the performance thereof. All aircraft or components thereof requiring critical component services, non-critical component services, and/or Completion Services will be shipped or delivered to Contractor by County and upon completion of Contractor's services will be returned to Aero Bureau as stipulated per Work Order, at County's expense, unless otherwise agreed to by County Project Manager.

5.4 If Contractor provides any task, deliverable, service, or other work to County that goes beyond the scope of the Work Order and/or exceeds the total maximum amount as specified in the Work Order as originally written, or as modified, these

shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

5.5 County procedures for issuing and executing Work Orders are as set forth in this Paragraph 5 (Work). Work may be issued under competitive or non-competitive conditions to provide as-needed Airplane Maintenance, Engineering and Repair Services under Work Orders to be issued by the Department. Qualified Contractors will be selected to perform services based upon the needs of County, as determined by County in its sole discretion. Among other things, price, availability, turn-around time, "best price/best source," timeliness of completed work based on previous jobs, frequency of past job(s), geographical proximity, and expertise may be factored into the selection.

5.6 Upon determination by County to issue a Work Order solicitation, County may issue a Work Order solicitation containing Specifications to all Master Agreement Contractors qualified to perform the work in question. Each interested Qualified Contractor so contacted shall submit a bid to County at the address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order solicitation. Notwithstanding the above, the County Project Manager has the sole discretion to issue Work Order(s) to any of the Qualified Contractors pursuant to Subparagraph 5.5 without a Work Order solicitation.

5.7 Upon completion of bid evaluations submitted in response to a Work Order solicitation, County shall execute the Work Order, by and through the Department's staff identified in this Master Agreement, with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest bid. County estimates that the selection of any Contractor shall occur within five (5) Business Days of completion of the evaluations of the particular Work Order bids.

5.8 It is understood by Contractor that County's competitive or non-competitive bidding procedure may have the effect that no Work Orders are issued to some Qualified Contractors. Work Orders issued shall correspond with the Term of the Master Agreement.

5.9 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor.

This provision shall survive the expiration or other termination of this Master Agreement.

6. CHANGES ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director.

6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by Sheriff and Contractor.

6.1.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, then an Amendment to this Master Agreement shall be executed by the Board and Contractor.

6.1.4 Notwithstanding Subparagraph 6.1.3 above, for (1) any Option Term extension of the Master Agreement beyond the Initial Term, and (2) modifications pursuant to Paragraph 37.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), an Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

7. TERM

7.1 The term of this Master Agreement shall commence January 11, 2012 and shall terminate on January 10, 2015, unless terminated earlier in whole or in part, as provided in this Master Agreement (the "Initial Term").

7.2 The County has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Master Agreement for up to two (2) additional one (1) year periods plus one (1) additional six (6) month period in any increment (an "Option Term") for a total Master Agreement term not to exceed five (5) years and six (6) months. Each such extension shall be in the form of a written Amendment pursuant to Subparagraph 6.1.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.

7.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.

8. PRICES AND FEES

8.1 General

The rates and prices for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement and any fully executed Work Order shall be as set forth on such Work Order, which rates and prices shall not exceed the rates and prices set forth on Exhibit C (Price Sheet). The Exhibit C (Price Sheet) rates and prices are not-to-exceed rates and prices which shall be firm and fixed for the Term of this Master Agreement. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to a fully executed and satisfactorily performed Work Order. Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement and any fully executed Work Order.

8.2 Labor

At no time during the Term of this Master Agreement shall the Maximum Labor Rate per Hour (MLR) for Work performed as a result of this Master Agreement exceed the MLR listed in Exhibit C, Price Sheet.

8.3 Parts, Components, Raw Materials

8.3.1 Pricing for all parts, components, and/or raw materials used to perform Work as a result of this Master Agreement shall not exceed the published industry-standard resale pricing for said parts, components, and/or raw materials by any Original Equipment Manufacturer (OEM), authorized OEM reseller, the United States Navy, or any other source providing such materials to Contractor.

8.3.2 It shall be the responsibility of Contractor to provide to the County Project Manager annually, or upon request, two (2) copies of current year proprietary Price Books (catalogues), or a current year bibliographic listing of price books used by Contractor to set pricing for parts, components, and/or raw materials.

8.3.3 The bibliography is a listing of all manufacturer and/or proprietary Price Books [Original Equipment Manufacturers (OEM), U.S. Navy, parts, distributors and /or vendors authorized by the OEM] used by Contractor to set resale pricing for parts, components and/or raw materials to be used throughout the Term of the Master Agreement.

8.3.4 All Price Books and/or bibliographic listings shall be provided at no cost to County throughout the Term of this Master Agreement.

8.4 Maximum Contract Sum

In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures"), either expressly or by implication, shall not exceed the sum allocated in that fiscal year's budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the "Maximum Contract Sum."

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

For providing the deliverables, services, and other Work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order by deliverable. Payments for all Work shall be on a fixed-price/not-to-exceed-cost per deliverable basis, subject to the total maximum amount specified in each Work Order plus freight charges, less any amounts assessed in accordance with Paragraph 11 (Liquidated Damages).

10.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County Project Director, as evidenced by the County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

10.2.1 A complete description of the tasks, deliverables, goods, services, other Work as described in Exhibit B (Statement of Work) and detailed in the original or properly amended Work Order for which payment is claimed and the amount of payment thereof.

10.2.2. Additional Information. Each Invoice shall also include the following:

- County's Work Order number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the Work;
- The number of labor hours used to complete the job;
- An itemized list of all parts, components, and/or raw materials used to complete the job together with manufacturer's part numbers;
- The itemized pricing for each part, component, and/or volume of raw materials used to complete the job;
- The number labor hours used to complete the Work;
- The labor rate per hour applicable to the Work Order;
- The total amount of the invoice.

10.3 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice as follows:

Original to: Los Angeles County Sheriff's Department
Aero Bureau
3235 North Lakewood Boulevard

Long Beach, California 90808
Attention: Chief of Helicopter Maintenance

Copy to: Los Angeles County Sheriff's Department
Accounts Payable Section – Contracts Billing
4700 Ramona Blvd., Room 326
Monterey Park, CA 91754

Contractor shall submit monthly invoice by the tenth (10^{th}) calendar day of each month following the month in which services were rendered.

10.4 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.6 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Master Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to

correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions; and/or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred dollars ($200) per day per infraction and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or

11.2.3 Upon giving five (5) calendar days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete Work or comply with the provisions of this Master Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law, and shall not, in any manner, restrict or limit County's right to terminate the Master Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party

giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Aero Bureau
3235 North Lakewood Boulevard
Long Beach, California 90808
Attention: Captain
Facsimile: (562) 420-3197

with a copy to:

(2) Los Angeles County Sheriff's Department
Assistant Director, Contracts
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Attention: Assistant Director, Contracts
Facsimile: (323) 415-1047

To Contractor: [_____]
Attention: [_____]
Facsimile: [_____]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Master Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Master Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. NO GUARANTY OF WORK

This Master Agreement is intended to provide County with Airplane Maintenance, Engineering and Repair Services on an "as-needed" basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all, during the Term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

15. SURVIVAL

The following Paragraphs of this Master Agreement shall survive its expiration or termination for any reason: 1. (Master Agreement and Interpretation), 2. (Definitions), 8. (Prices and Fees), 10. (Invoices and Payments), 12. (Notices), 13. (Arm's Length Negotiations), 15. (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

MASTER AGREEMENT
FOR
FOR AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[_____]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and Contractor has caused this Master Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
Leroy D. Baca, Sheriff

Date _____

[CONTRACTOR]

Signature: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein have the meanings given to such terms in the base document of the Master Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Master Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Master Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Master Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting) shall be null and void and shall constitute a material breach of the Master Agreement, upon which County may immediately terminate the Master Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Master Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Master Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed Contractor Non-Employee Acknowledgment and Confidentiality (see Exhibit F2, Contractor Non-Employee Acknowledgement and Confidentiality Agreement) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Master Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to

have assumed and agreed to be bound by each and all of the provisions of the Master Agreement, including any applicable Work Order, and any executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Master Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make

no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

Unless otherwise specified in the Master Agreement, in the event of any dispute between the parties with respect to the Master Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Master Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of this Master Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit F1 to the Master Agreement) for each of its employees performing Work under the Master Agreement and an executed Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit F2 to the Master Agreement) for each non-employee performing Work under the Master Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Master Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Master Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Master Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Master Agreement, County shall not be obligated in any way under this Master Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Master Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure

promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Master Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Master Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the

Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

5.2 In the event that County terminates this Master Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0, it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Paragraph 5.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder

shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Master Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience),

Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

8.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

8.1.2 Unless County has terminated the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;

8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the body of the Master Agreement, to the extent applicable; and

8.1.5 Contractor and County shall continue the performance of the Master Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates

specified in Master Agreement, Paragraph 8, Prices and Fees, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Manager. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Master Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

9.2 For breach of this warranty, County shall have the right to terminate the Master Agreement and, in its discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Master Agreement on behalf of Contractor hereby represent and warrant that the person executing the Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Master Agreement, Contractor represents, warrants and further covenants and agrees to the following:

11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Master Agreement, including the Statement of Work.

11.4 All Work shall be performed in a timely and professional manner by qualified personnel.

11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Master Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 12.2 and 12.3 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants

that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

12.2.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  Los Angeles County Sheriff's Department
  4700 Ramona Boulevard, Room 214
  Monterey Park, California 91754
  Attention: Contract Compliance Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole direction of the County, upon which the County may suspend or terminate this Master Agreement.

12.2.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of

the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

12.2.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

12.2.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

12.2.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

12.2.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.2.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12.3 INSURANCE COVERAGE

12.3.1 **General/Aviation Liability:** The type and amount of general or aviation liability coverage will depend on whether the Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Type 1 or Type 3) or "non-critical" (Type 2) to the safe operations and flight of the aircraft listed in Exhibit B, Statement of Work.

Sub-Paragraph 12.3.1(a) is the requirement for Contractors providing maintenance, engineering, and/or repair services that are defined as critical (Type 1 Coverage) to the safe operations and flight of the aircraft;

Sub-Paragraph 12.3.1(b) is the requirement for Contractors providing non-critical (Type 2 Coverage) services as identified in Exhibit B, Statement of Work.

Sub-paragraph 12.3.1(c) is the requirement for Contractors providing critical Completion Services (Type 3 Coverage) as identified in Exhibit B, Statement of Work.

If at any time, Contractor is qualified to perform both critical and non-critical services (Type 1 or Type 3 and Type 2) as defined in Exhibit B, Statement of Work, Contractor shall carry and maintain the maximum liability coverages defined below in Sub-Paragraph 12.3.1 (a) and (c), throughout the Term of this Master Agreement.

(a) TYPE 1 COVERAGE (Critical Component Services) - Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	$10 million
Products/Completed Operations:	$10 million
Personal/Advertising Injury:	$10 million
Hangarkeepers Liability:	$ 5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

(b) TYPE 2 COVERAGE (Non-Critical Component Services) – Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	$ 5 million
Products/Completed Operations:	$ 5 million
Personal/Advertising Injury:	$ 5 million
Hangarkeepers Liability:	$ 5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

(c) TYPE 3 COVERAGE (Completion Services) - Aviation Comprehensive General Liability insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	$10 million
Products/Completed Operations:	$10 million
Personal/Advertising Injury:	$10 million
Hangarkeepers Liability:	$ 5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

12.3.2 **Automobile Liability (All Service Types)** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

12.3.3 **Workers Compensation and Employers' Liability (All Service Types)** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal

workers or workmen's compensation law or any federal occupational disease law.

12.3.4 **Commercial General Liability (All Service Types)** will be required if repair or service operations will not occur at airport facilities and/or is not eligible for coverage under an Aviation Comprehensive General Liability insurance policy. This insurance should be written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal/Advertising Injury:	$1 million
Each Occurrence:	$1 million

If the above coverages are written on a claim form, Contractor shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Master Agreement.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting, or professional fees, and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, related to any tasks, deliverables, goods, services, or other Work acquired or licensed hereunder or arising from or related to the operation and utilization of Contractor's Work under this Master Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 13.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Master Agreement, County shall be entitled to reimbursement for all such costs and expenses. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

13.2 In the event any materials, equipment, part thereof, or product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the materials, equipment, part thereof, or product is not materially impeded, shall as remedial measures either:

- Procure for County all rights to continued use of the questioned materials, equipment, part thereof, or product; or
- Replace the questioned materials, equipment, part thereof, or product with a non-questioned item; or
- Modify the questioned materials, equipment, part thereof, or product so that it is free of claims.

13.3 If Contractor fail to complete the remedial measures in Subparagraph 13.2 above within forty-five (45) calendar days of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the materials, equipment, part thereof, or product, or damages or other costs or expenses (in this Subparagraph 13.3). Contractor shall indemnify County under Paragraph 12.0 (Indemnification and Insurance) for all amounts paid and all direct and indirect costs associated with County's remedial acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Master Agreement up to the total of the amounts paid in connection with County's remedial acts.

14.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of this Master Agreement (including any extensions), and the services to be provided by Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's

approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Master Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Master Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Master Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on

Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for t he proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the

Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.9 These terms shall also apply to subcontractors of County Contractors.

16.10 A listing of Contractors that are currently on the Debarment List for Los Angeles County may be found at the following website:

http://lacounty.info/doing_business/DebarmentList.htm

17.0 COMPLIANCE WITH APPLICABLE LAW

17.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, including but not limited to applicable Federal Aviation Regulations, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 17.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by

County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, and marital status, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification, attached hereto as Exhibit E, Contractor's EEO Certification.

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

19.4.4 Title IX, Education Amendments of 1973, as applicable;

19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b; and

19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, or marital status, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement, or under any project, program, or activity supported by the Master Agreement.

19.5 Contractor shall, during regular business hours, allow County and State of California representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Subparagraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

19.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Master Agreement, County shall, at its option, be entitled to the sum of five

hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Master Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, physical disability (including HIV and AIDS), mental disability, medical condition, or marital status, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Subparagraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

23.1 No County employee whose position with County enables such employee to influence the award of the Master Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Master Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make 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. Failure to comply with the provisions of this Paragraph 23.0 (Conflict of Interest) shall be a material breach of this Master Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Master Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Master Agreement.

County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Master Agreement by Contractor, for which County may immediately terminate this Master Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

29.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal

Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Master Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

This Master Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Master Agreement.

32.2 Written Employee Jury Service Policy

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Paragraph 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32.0 (Compliance with Jury Service Program). The provisions of this Paragraph 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor's violation of this Paragraph 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

33.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff and agents of Contractor (collectively herein "Contractor's staff") performing services under this Master Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.

33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

33.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

35.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

35.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Master Agreement, County may deduct such costs from any amounts due to Contractor from County under the Master Agreement.

36.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

37.0 ASSIGNMENT BY CONTRACTOR

37.1 Contractor shall not assign its rights or delegate its duties under the Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in-its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 37.1, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

37.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 37.1 of this Exhibit.

37.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of the Master Agreement. In the event of such termination, County shall be entitled

to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

38.0 INDEPENDENT CONTRACTOR STATUS

38.1 The Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

38.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

38.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Master Agreement.

38.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality).

39.0 RECORDS AND AUDITS

39.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, State of California, or the Federal Government, or their authorized representatives, shall, during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement and to interview any employees who might reasonably have information related to such material. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets,

and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Master Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

39.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.

39.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for

such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

39.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 39.0 shall constitute a material breach upon which County may terminate or suspend this Master Agreement.

40.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of this Master Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

41.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Paragraph 41.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

42.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of this Master Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Master Agreement, then such lower prices shall be extended immediately to County.

43.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Master

Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Master Agreement or impose other penalties as specified in the Master Agreement.

44.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

45.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

46.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Master Agreement, after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

47.0 SAFELY SURRENDERED BABY LAW

47.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely

surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

47.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

48.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

49.0 PUBLIC RECORDS ACT

49.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 39.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

49.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs

and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

50.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

50.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

50.1 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

50.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

50.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

51.0 WAIVER

No waiver by County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Master Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53.0 SEVERABILITY

If any provision of the Master Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Master Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Master Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Master Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Master Agreement, at law, or in equity.

55.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

56.0 FACSIMILE

Except for the parties initial signatures to the Master Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

57.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

57.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

57.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

57.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

57.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

58.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

59.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Master Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

60.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

60.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

60.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

61.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 60.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

*****

EXHIBIT B

STATEMENT OF WORK

AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES

STATEMENT OF WORK

Contractor shall be required by the Department to maintain, repair, overhaul, refurbish, and/or modify the existing fleet of Department airplanes and their components, and to maintain, repair, overhaul, refurbish, and/or modify any future airplane of like model that the Department may acquire, and/or surplus components for the above airplanes acquired by the Department. Contractor shall provide services for major repairs, including but not limited to: scheduled overhauls of dynamic components, engines and engine accessories, engineering support, structural airframe repairs, and various non-critical component repairs.

Contractor services will supplement work performed by Department's Aero Bureau, located at 3234 Lakewood Boulevard, Long Beach, California 90808.

All work listed in this document pertains only to the Raytheon Super King Air B200, Cessna 210, Cessna Turbo 210 (T210), and Cessna Caravan 208 Series Airplanes and/or any replacement airplane owned and operated by the County of Los Angeles, and/or any components for the above aircraft that have been acquired after-market by the Department intended for use on any of these airplanes. The Department may acquire the Cessna Caravan 208 Series Airplane during the Term of this Master Agreement.

SERVICE CLASS I – RAYTHEON SUPER KING AIR B200
SERVICE CLASS II – CESSNA 210 AND/OR CESSNA TURBO 210 (T210)
SERVICE CLASS III - CESSNA CARAVAN 208 SERIES

I. SERVICE TYPE 1 – Critical Component Service (Items A through D)

A. Propeller Repair, Replacement, Overhaul and Balancing

Contractor shall furnish to Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform repair or overhauls to Department aircraft as described above, with exceptions noted. All aircraft components shall be delivered to the vendor and returned to the point of origination upon completion of the job at County's expense. Examples of the repair, overhaul or parts replacement work to be performed consist of, but are not limited to, the following:

1. Propeller(s) and Related Components – Overhaul, repair, static and dynamic balancing, replacement as required.

2. Propeller Governor - Overhaul, repair or replacement as required.

3. Specialized Services – such as Non-Destructive Testing and Technical Engineering support.

B. Powerplant Repair and Overhaul

Contractor shall furnish to the Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform scheduled and unscheduled repairs and overhauls to the engines installed on the Raytheon Super King Air, and all model Cessna airplanes operated by the Department. Examples of work to be performed consist of, but are not limited to, the following:

1. Scheduled / Non-Scheduled Engine Overhaul - Repair/replace engine components at prescribed engine time-life.

2. Scheduled/Non-Scheduled Engine Mid-life Inspections/Overhaul – Inspection, repair/replacement of engine components at prescribed engine time-life.

3. Compressor Section - Inspection, repair, and overhaul to include internal component replacement and repairs.

4. Accessory Gear Box - Inspection, repair and overhaul to include internal and external component replacement and repairs.

5. Turbine/Modular Sections - Inspection, repair and overhaul of all internal components to include repair and replacement of power turbine wheels, nozzles and all other related turbine section components.

6. Combustion Section - Inspection, repair, overhaul and replacement of all internal and external component items.

7. Engine Accessories - Inspection, test/repair, replace and/or overhaul engine accessories to include but not limited to fuel injection systems, starter-generators, alternators, vacuum pumps, magnetos, fuel controls, fuel nozzles, fuel pump/valves/filters, governors, bleed valves and related components.

8. Quality Assurance - Contractor may be required to conduct a teardown inspection to determine the extent of repairs necessary and provide an accurate cost estimate. After the repairs have been completed, Contractor shall perform a quality

assurance inspection to ensure all work has been performed in accordance with factory prescribed maintenance procedures and provide written documentation certifying the work performed.

9. Warranty - All engine-related components shall be inspected, repaired/replaced or overhauled to manufacturer's specifications and warrantied against defects resulting from services rendered for a period of at least 90 days or 300 flight hours, whichever occurs first, unless otherwise warrantied by parts supplier.

10. Performance Assurance - Contractor shall provide performance assurance on all turbine overhauls equal to or greater than 10% above minimum factory engine power specification requirements.

C. Airframe Inspection and/or Repairs

Contractor shall furnish to the Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform scheduled and unscheduled structural airframe repairs and/or inspections on the Department aircraft previously listed. The work may be performed by Contractor at the Aero Bureau facility. Examples of the type of repair and/or phase inspections that may be performed consist of, but are not limited to, the following:

1. Airframe Sheet Metal and Composite Surface Repairs - Structural repairs involving sheet metal and composite materials work to the basic airframe, landing gears, cowlings, doors, and all internal cabin metal surfaces, structures and instrument panels to include aircraft painting and exterior finishes.

2. Aircraft Hydraulic Systems, Electrical Systems, Lighting Systems, Braking Systems, Pressurization Systems, Fuel Storage/Transfer Systems, Deicing Systems, Lubrication Systems, and Associated Components - System testing, repairs, overhaul and component replacement.

3. Landing Gears - Repair, overhaul and component replacement of landing gears, skids, struts, shock absorbers, wheels, brakes and all other related components.

4. Flight Control Systems - Repair, replace, overhaul and return to service all flight control system components, to include, but not limited to cables, control tubes, control rods, bellcranks, support

assemblies and related fittings, hydraulics, and electronic or electrical components.

5. Airframe Inspections - Perform scheduled airframe phase and other periodic inspections (including annual inspections) in accordance with manufacturer specifications, or as required by the Department.

D. Avionics and Navigation Systems

Contractor shall furnish to Department on an as-needed, intermittent and temporary basis, all parts, labor, and incidental materials necessary to perform needed repairs, component replacement and overhaul services on all avionics and navigation equipment installed on the Department aircraft previously listed. The Work may be performed by Contractor at the Aero Bureau facility.

II. SERVICE TYPE 2 – Non-Critical Component Services

Non-critical services and repairs, as defined by the Department, are those services which do not directly affect the flight and operations of the airplane.

Contractor shall furnish to Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform needed repairs, component replacement and overhaul services on, but not limited to, the following:

1. Night Vision Lighting/Alternate Lighting
2. Thermal Imagers and Video Cameras
3. Overlay Panel
4. Moving Map
5. Communication radios
6. PA and Siren System
7. Aviation Oxygen Bottles/Regulators
8. Air Conditioning Systems and Instruments
9. Aircraft Interiors - Repair and replacement of all aircraft interior components and accessories to include seats, upholstery, paneling, floors and surfaces, environmental systems and compartments to include aircraft painting and interior finishes.
10. Aircraft Washing, Detailing, Cleaning (Interior)
11. Aircraft Washing, Detailing, Cleaning (Exterior)
12. All other non-critical special-mission equipment installed on Department airplanes.

III. SERVICE TYPE 3 – Completion Services

Completion Services are defined as the furnishing, engineering, and/or installation of avionics, communications, and law enforcement mission equipment within a new or used, unequipped or minimally equipped, airplane acquired by the Department.

Contractor or their authorized subcontractor shall furnish to the Department on an as-needed, intermittent, and temporary basis all parts, labor, and incidental materials necessary to perform required Completion Services. All Completion Services shall be performed at Contractor's certificated repair station approved by Federal Aviation Administration (FAA) under Special Federal Aviation Regulations codified at 14 C.F.R Part 145; or certificated Approved Maintenance Organization (AMO) approved by Transport Canada under Canadian Aviation Regulation, Part V, subpart 73. All aircraft shall be delivered to Contractor and returned to the Department by Aero Bureau Staff.

IV. PROCESSES, CONTROLS, QUALITY, DEFINITIONS

For each Service Class and Service Type defined above, the following shall apply:

A. Parts Procurement, Engineering, Technical Assistance and Product Support

Contractor shall furnish to Department on an as-needed, intermittent, and temporary basis selected manufacturer approved repair parts, aircraft components (new and/or overhauled), engineering and/or technical assistance and product support necessary for Department employees to perform scheduled and unscheduled maintenance inspections, repairs and/or component overhaul/replacement for the listed airplanes and related components. Aircraft repair parts and/or components shall be delivered to the Department's Aero Bureau located at 3235 Lakewood Boulevard, Long Beach, CA, 90808.

Contractor shall provide as-needed engineering and technical assistance upon request.

1. Repair Parts Procurement - Contractor shall provide to the Department factory approved new or certified overhauled replacement aircraft parts obtained directly from the U.S. Navy, Original Equipment Manufacturer (OEM), authorized parts distributors and/or vendors authorized by the OEM to manufacturer and sell duplicate parts under Parts Manufacturing Authority (PMA). Selected vendors must either be Original Equipment Manufacturers, factory authorized distributors or

factory authorized service centers. Vendors must additionally certify to the County of Los Angeles that all parts sold to the County meet aircraft airworthiness and safety standards as established by Federal Aviation Regulations and/or aircraft manufacturer.

2. Engineering and Technical Assistance - Contractor shall provide to the Department engineering and technical assistance on the listed airplanes for specific projects associated with aircraft modifications, maintenance programs and/or Type Certification or Supplemental Type Certification requiring Federal Aviation Administration approval or compliance with technical specifications as specified by the aircraft manufacturer, FAA and/or County of Los Angeles aircraft airworthiness standards.

3. Product Support - Contractor shall provide to the Department required product support through alternate resources such as military aircraft parts procurement, research and development of special parts, tools and/or modifications needed to support the listed airplane models, and design, engineer, manufacture and/or arrange approval of special parts and/or tooling needed to support a specific aircraft modification requirement which cannot otherwise be obtained from the aircraft manufacturer. Approval must be obtained from the Federal Aviation Administration, the aircraft manufacturer or aircraft airworthiness authority.

B. Materials and Supplies

This Master Agreement is intended for use to acquire and purchase aircraft parts, materials, and supplies incidental to the required repair work and/or services. The Department reserves the right to, whenever possible, provide Contractor with after-market, serviceable components in either new or certified overhauled condition, in an effort to mitigate repair costs.

C. Material Standards

When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal". All materials and equipment shall be new, or an approved type, or certified overhauled and installed as recommended by the manufacturer. All materials and equipment shall be properly tested,

regulated, adjusted and placed in proper operating condition before the work can be accepted.

D. Quality Assurance

Contractor's quality control supervisor or his representative shall inspect the completed work and shall determine whether the work has been done in accordance with manufacturer's specifications. All documents must be signed by the quality control supervisor/representative verifying that the work meets appropriate airworthiness standards and the component / aircraft has been returned to airworthy condition. Contractor must correct defective materials or workmanship prior to payment by Department for such work. The Department reserves the right to conduct defect inspections at Contractor(s) facility. All work must be done in accordance with accepted practices, safety standards, and Federal Aviation Regulations.

E. Acceptability of Work/Delivery

All work shall be done in a professional manner and must be acceptable to technically qualified Department personnel designated by the County of Los Angeles. All work shall be completed within the time frame set forth on the Work Order for the specific job.

F. Discrepancies

If the Department determines that work is not complete, not performed to standard or for some other reason not acceptable, the Department representative will notify Contractor in writing or by telephone and request a meeting to resolve the discrepancy. Representatives of the Department and Contractor shall meet at the Aero Bureau within ten (10) calendar days of the date of notification by the Department. Contractor shall not be paid for work until such discrepancy is resolved.

G. Contractor's Damages/Clean-up

1. All damages incurred to Department aircraft by Contractor shall be repaired or replaced at Contractor's expense.

2. All such repairs or replacements shall be completed within the time requirements as determined by the Department. If Contractor fails to repair or replace damaged property, the Department will deduct the cost of repairs for such damages, as determined by the Department, from existing unpaid invoices

due Contractor, or from future invoices submitted by Contractor, or bill Contractor and the provisions of Paragraph 35.2 of Exhibit A (Additional Terms and Conditions) shall apply.

3. Upon completion of work, Contractor shall remove remaining excess materials from the aircraft or components. Any dirt or stains caused by the work under this Master Agreement shall be cleaned off and removed.

H. Guarantee

Contractor shall guarantee all materials and workmanship for a period of 90 calendar days or 300 flight hours, whichever occurs first, from date of acceptance of work by the Department, unless the parties otherwise agree in writing. Date of acceptance is defined as the date the Sheriff's Department Aircraft Maintenance Manager or his designee signs off that work was accepted. If Contractor fails to make proper repairs under this guarantee, the Department may, at its discretion, (1) deduct the cost of repairs, as determined by the Department, from existing unpaid invoices due Contractor, (2) deduct the cost of repairs from future invoices submitted by Contractor, or (3) bill Contractor for the cost of repairs.

I. Meetings

At various times throughout the term of the Master Agreement, Contractor may be required to attend meetings called by the Department. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice seven (7) calendar days prior to the meeting as to the date, time, and location.

EXHIBIT C

PRICE SHEET

(NOT ATTACHED TO MODEL MASTER AGREEMENT)

Airplane Maintenance, Engineering and Repair Services

EXHIBIT D

SAMPLE WORK ORDER FORMAT

Airplane Maintenance, Engineering and Repair Services

Exhibit D

Sample Work Order Format

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AERO BUREAU
3235 Lakewood Blvd
Long Beach, Ca. 90808

MAINT. PHONE: 562-429-5997
MAINT. FAX: 562-420-3197

Vendor Tel:
Vendor Fax:
Contact:

PARTS AND SERVICES REQUISITION

VENDOR		AGREEMENT, WORK ORDER, AND/OR PURCHASE ORDER #
ISSUED DATE	AIRCRAFT	COMPLETED DATE
ORDERED BY	SHIPPED TO COUNTY VIA	COMPLETED BY

ITEM	QTY	DESCRIPTION	PRICE	TOTAL	B/O	RECD
			SUBTOTAL	$0.00		
			____% TAX	$0.00		
			SHIPPING	prepay & add		
			TOTAL EST	$0.00		

REVIEWED BY:	DATE:
APPROVED BY:	DATE:

1. *Prepare this order in accordance with the prices, terms, delivery method, and specifications listed above.*
2. *Notify us immediately if you are unable to ship as specified.*
3. *Send all correspondence to: above address*

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

Airplane Maintenance, Engineering and Repair Services

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT F

EXHIBIT F1
CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

AND

EXHIBIT F2
CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Airplane Maintenance, Engineering And Repair Services

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement. Work cannot begin on the Master Agreement until County receives this executed document.)

Contractor Name _____ Master Agreement No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement. Work cannot begin on the Master Agreement until County receives this executed document.)

Contractor Name _____ Master Agreement No._____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT **Exhibit F2**

POSITION: _____

EXHIBIT G

JURY SERVICE ORDINANCE

Airplane Maintenance, Engineering and Repair Services

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

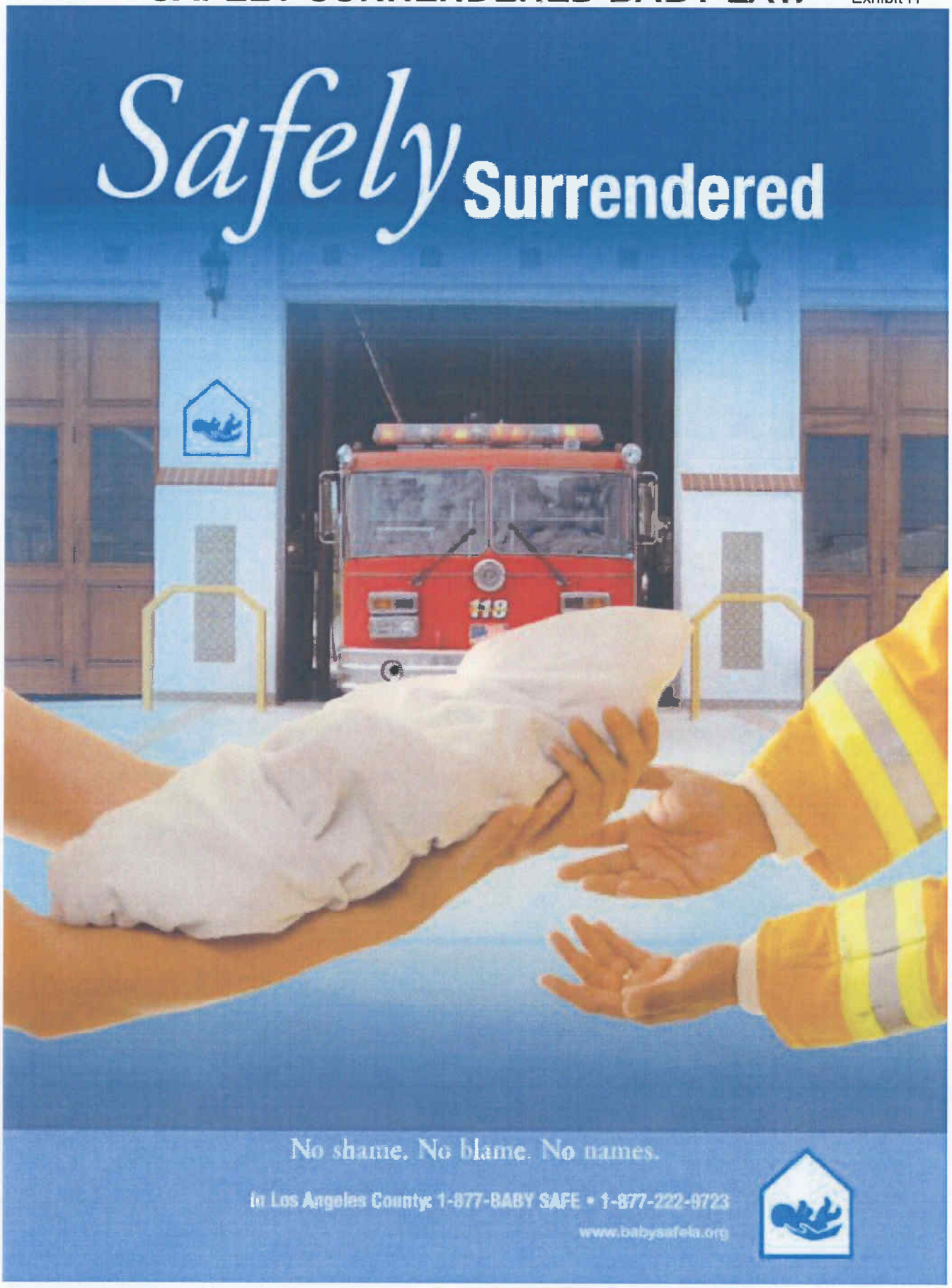
EXHIBIT H

SAFELY SURRENDERED BABY LAW

Airplane Maintenance, Engineering and Repair Services

SAFELY SURRENDERED BABY LAW

Exhibit H



County of Los Angeles
Sheriff's Department

Airplane Maintenance, Engineering and Repair Services

SAFELY SURRENDERED BABY LAW

Exhibit H

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

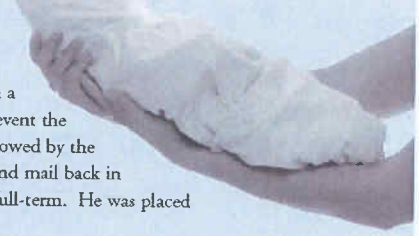
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

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SAFELY SURRENDERED BABY LAW

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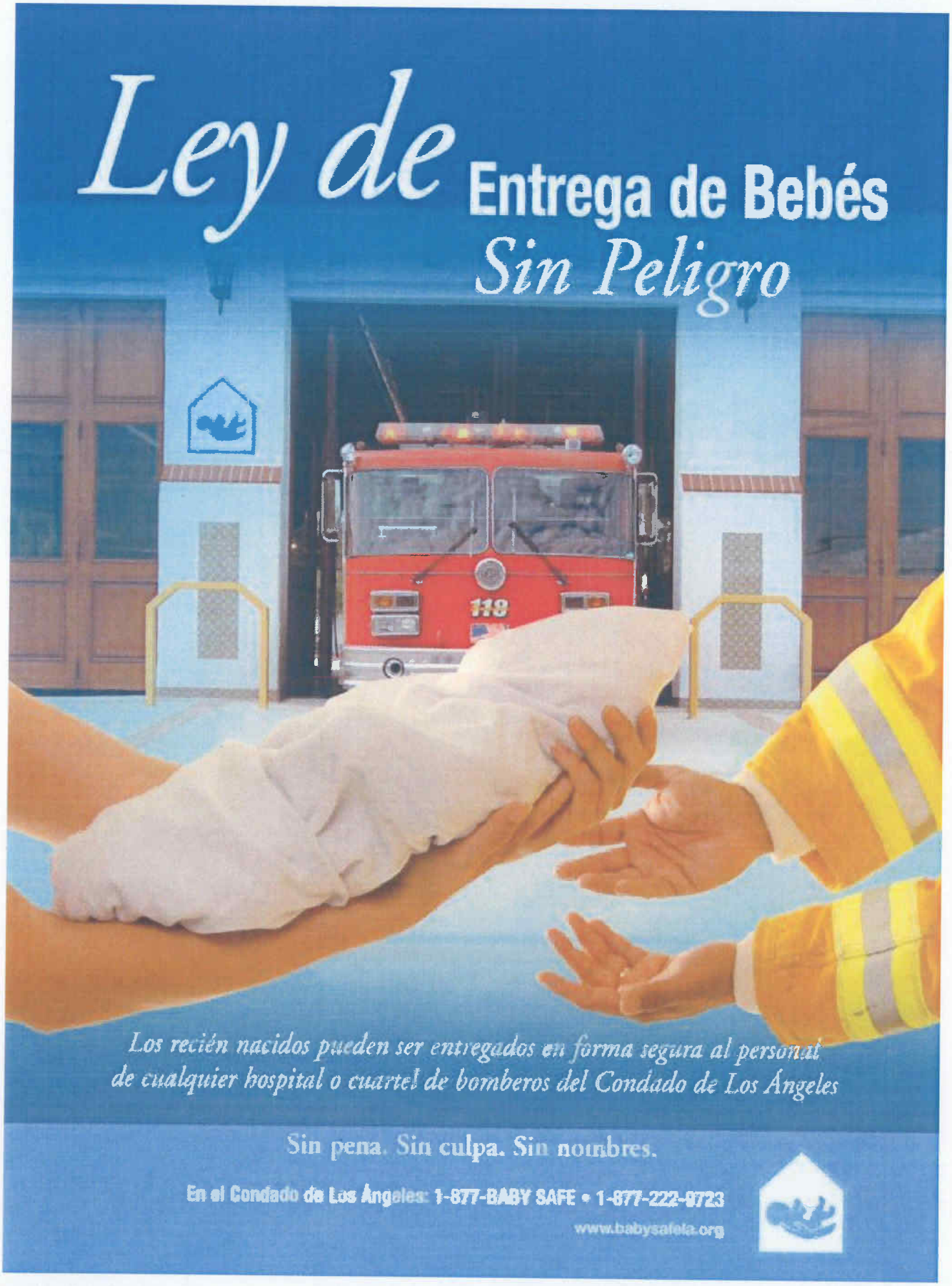

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SAFELY SURRENDERED BABY LAW

EXHIBIT H

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

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EXHIBIT I

SUBSEQUENT EXECUTED WORK ORDERS

NOT ATTACHED TO MASTER AGREEMENT- INCORPORATED BY REFERENCE

Airplane Maintenance, Engineering and Repair Services