



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

March 21, 2017

45 March 21, 2017

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

LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH HELICOPTER SUPPORT, INC., DBA  
SIKORSKY COMMERCIAL, INC., FOR A TOTAL ASSURANCE PROGRAM FOR PARTS  
ACQUISITION FOR SIKORSKY S-70A FIREHAWK HELICOPTERS  
(ALL DISTRICTS) (3 VOTES)**

### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a Sole Source contract (Contract) with Helicopter Support, Inc., dba Sikorsky Commercial, Inc., (HSI) to provide a Total Assurance Program (TAP) for parts acquisition for the District's three Sikorsky S-70A Firehawk (Firehawk) helicopters.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Chairman to sign the attached Contract (Attachment A) between the District and HSI. The term of the Contract will be for two years and nine months. The Contract shall commence on April 1, 2017, or upon Board approval, whichever date is later.
2. Authorize the maximum Contract sum of \$13,014,100. The maximum Contract sum represents the total Contract cost based on the District's annual projected expenditures, plus an additional ten percent annual contingency for any as needed, unforeseen or emergent expenditures.

Contract expenditures are as follows:

Contract Year 1: \$3,790,000 (plus 10% contingency of \$379,000)  
Contract Year 2: \$3,942,000 (plus 10% contingency of \$394,200)  
Contract Year 3: \$4,099,000 (plus 10% contingency of \$409,900)

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, in accordance with the approved Contract terms and conditions.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District operates a multi-mission Air Operations Program consisting of three major components: brush fire suppression (water drops and fire crew transportation), emergency medical transportation, and swift water/hoist rescues. The District's Firehawk helicopters can perform all three major components of the Air Operations Program on a year round, day and night basis while also providing a significant increase to water dropping capacity. The District currently operates three Firehawk helicopters and the TAP contract provides replacement parts for the helicopters and establishes a yearly fixed operating cost for parts and components.

HSI is a subsidiary of Sikorsky Aircraft Corporation (Sikorsky). Sikorsky is the sole source for proprietary, Original Equipment Manufacturer parts, tools and technical publications for the Firehawk helicopters that are certified by Sikorsky's Quality Department. HSI is authorized to sell these proprietary parts to the District. The District's current TAP Contract with HSI will expire on March 31, 2017. The primary change from the current to the new proposed TAP contract is that it will not include parts coverage for any obsolete parts and non-recurring engineering associated with obsolescence issues.

The District will be billed based on the number of flight hours flown by the Firehawk helicopters at a fixed rate per flight hour, with a minimum of 300 flight hours per aircraft, per year, for the 2017 calendar year. The TAP contract provides several advantages to the District, for example, the annual cost for parts will be a standardized cost with no spikes for major repairs. Furthermore, HSI will place an inventory of parts at the District's heliport and will guarantee delivery of replacement parts to minimize any Firehawk helicopter downtime.

The District does not possess a significant parts inventory; therefore, utilization of the consigned inventory is crucial for mitigating aircraft downtime.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The maximum contract expenditures for the District varies annually due to the price escalation in the annual billable flight hour rates. The annual billable flight hour rates are detailed in the attached Statement of Work (Attachment B). Sufficient funding is available in the District's Fiscal Year 2016-17 Final Adopted Budget.

There is no impact to net County cost. The District will continue to allocate the necessary funds to

obtain the required services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District is authorized to contract for these services under California Health and Safety Code Section 13861. The Contract's standard terms and conditions were negotiated by the District with assistance from the Chief Executive Office (CEO) Risk Management and County Counsel. The Contract has been signed and approved as to form by County Counsel and HSI.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided will not have a significant effect on the environment; therefore, these services are exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

The District's current Contract with HSI is scheduled to expire on March 31, 2017. On September 22, 2016, the District notified your Board of its intent to enter into negotiations with HSI for a new sole source contract, pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by CEO and is attached (Attachment C). The Contract's standard terms and conditions were negotiated by the District with assistance from CEO Risk Management and County Counsel. The District and HSI completed contract negotiations and agreed to the terms and conditions as described in the Contract and Statement of Work. The parties agreed to several revisions to the standard County provisions, with concurrence from CEO Risk Management and County Counsel. Details of the negotiated terms and conditions are provided in Attachment D.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed Contract will allow the District to continue to obtain replacement parts from HSI. The current Contract will expire on March 31, 2017. There will be no significant impact on current services as there will be no displacement of any District or County employees. Furthermore, approval of the recommended actions will not result in a reduction of service, and there is no change in risk exposure to the County.

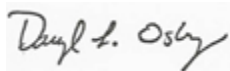
### **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer to return a copy of the adopted stamped Board Letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Zuleyda Reyes, Administrative Services Manager I  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
Zuleyda.Reyes@fire.lacounty.gov

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

A handwritten signature in black ink that reads "Daryl L. Osby". The signature is written in a cursive style and is positioned above the typed name.

DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:cs

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors  
County Counsel

CONTRACT NO: \_\_\_\_\_

**CONTRACT**



**BY AND BETWEEN**

***CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY***

**AND**

***HELICOPTER SUPPORT, INC. d/b/a  
SIKORSKY COMMERCIAL, INC.***

**FOR**

**TOTAL ASSURANCE PROGRAM**

78641

**CONTRACT PROVISIONS  
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**STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B [Intentionally Omitted]
- C CONTRACTOR'S EEO CERTIFICATION
- D DISTRICT'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F [Intentionally Omitted]
- G [Intentionally Omitted]
- H SAFELY SURRENDER BABY LAW

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
HELICOPTER SUPPORT, INC. d/b/a  
SIKORSKY COMMERCIAL, INC.  
TOTAL ASSURANCE PROGRAM**

This Contract (“Contract”) made and entered into this 1<sup>st</sup> day of April, 2017 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District” and Helicopter Support, Inc. d/b/a Sikorsky Commercial Inc., hereinafter referred to as “Contractor.”

**RECITALS**

WHEREAS, the District may contract with private businesses for an extended support plan for its helicopters when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in, among other things, providing an extended support plan, known as the Total Assurance Program (“TAP”), for helicopters manufactured by Sikorsky Aircraft Corporation; and

WHEREAS, the District is authorized by the Health and Safety Code section 13861 to contract with public or private contractors to provide a TAP; and

WHEREAS, the District is authorized by Government Code Section 31000 to contract with public companies to provide a TAP; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G and H are attached to and form a part of this Contract. 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, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - [Intentionally Omitted]
- 1.2 EXHIBIT C - Contractor's EEO Certification
- 1.3 EXHIBIT D - District's Administration
- 1.4 EXHIBIT E - Contractor's Administration
- 1.5 EXHIBIT F - [Intentionally Omitted]
- 1.6 EXHIBIT G - [Intentionally Omitted]
- 1.7 EXHIBIT H - Safely Surrender Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between the District and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the District.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Contractor's Staff:** Employees, consultants, outsourced vendors and independent contractors of Contractor.
- 2.5 **County:** A political subdivision of the State of California.
- 2.6 **District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.7 **District Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **District Project Director:** Person designated by the District with authority for the District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.9 **District Project Manager:** Person designated by the District's Project Director to manage the operations under this Contract.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract and unless provided pursuant to a separate agreement or purchase order, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence on April 1, 2017 and end on December 31, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit D - District's Administration.

### **5.0 CONTRACT SUM**

#### **5.1 Contract Sum**

5.1.1 The amount the District shall expend from its own funds during the Contract's term shall not exceed \$13,014,100 for the entire Contract term. For the avoidance of doubt, the foregoing is not intended to limit the Contractor's rights to receive payment in full for TAP coverage provided hereunder.

5.1.2 Pursuant to Subparagraph 8.1, Amendments, the District may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from the District.

#### **5.2 Assumptions or Takeover**

5.2.1 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

**5.3 Intentionally Omitted**

**5.4 No Payment for Services Provided Following Expiration or Termination of Contract**

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

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work or charges specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit A - Statement of Work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A - Statement of Work.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, and/or other work or charges for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District in accordance with Exhibit A - Statement of Work.

5.5.5 Contractor's invoices shall include the following:

- (1) Contract Number
- (2) Date of Service
- (3) Service cost per hour
- (4) Contractor billing information
- (5) A breakdown of service hours, hourly rate and service costs as separate items, (e.g., service 3 hours @ \$30/hour = \$90.00).
- (6) Brief description of services

5.5.6 Contractor shall e-mail one **(1) copy** of the invoice to the District's Project Manager for review and approval of all invoices for payment. In addition, Contractor shall email one (1) copy of the invoice to the following invoice email address: [EDL-Fire-Invoices.Submission@fire.lacounty.gov](mailto:EDL-Fire-Invoices.Submission@fire.lacounty.gov) for review and approval of all invoices for payment.

5.5.7 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's representative prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.8 Payments to Contractor

Payments to Contractor shall be made within thirty (30) calendar days after receipt of invoice. This provision shall only pertain to invoices free of errors and approved by the District.

5.5.9 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to the District. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT - DISTRICT**

### **DISTRICT ADMINISTRATION**

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit D - District's Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 District's Project Director**

The role of the District's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

#### **6.2 District's Project Manager**

The role of the District's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the District in any respect whatsoever.

#### **6.3 District's Contract Administrator**



The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met; and
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements; and

#### **6.4 District's Contract Manager**

The District's Contract Manager is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of the Contractor.

### **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit E - Contractor's Administration. The Contractor will notify the District in writing of any change in the names or addresses shown.

#### **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Manager on a regular basis.

#### **7.2 [Intentionally Omitted]**

### **7.3 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract at the District's facility with a photo identification badge.

### **7.4 [Intentionally Omitted]**

### **7.5 Confidentiality**

7.5.1 The parties acknowledge and agree that Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff 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. Contractor understands that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information.

7.5.2 Except as permitted pursuant to Article III, paragraph 3 of the Statement of Work – Exhibit A, Contractor shall maintain the confidentiality of all records and information, including but not limited to all health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, produced, created or provided by the District to the Contractor in performance of this Agreement in accordance with all applicable Federal, State and local laws, rules, regulations, and, with respect to records and information identified by the District as confidential, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information provided by the District to Contractor. Contractor agrees to protect such confidential records and information against disclosure to other than Contractor or

County employees who have a need to know the information.

- 7.5.3 Contractor hereby agrees that it will not divulge to any unauthorized person any confidential data or information obtained while performing work pursuant to this Contract. Contractor agrees to forward all requests for the release of any confidential data or information received to County's Project Manager.
- 7.5.4 Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, Contractor shall indemnify, defend, and hold harmless the County, the District, 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 reasonable 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 7.5. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District, acting reasonably. Notwithstanding the preceding sentence, the District 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 the District with a full and adequate defense, as determined by the District in its sole judgment, the District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such reasonable costs and expenses incurred by the District 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 the District without District's prior written approval, which shall not be unreasonably withheld.
- 7.5.5 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, hourly rate, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer that are acceptable to the Contractor. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.
- 8.1.3 The Fire Chief or authorized designee, may at his/her sole discretion, authorize extensions of time acceptable to the Contractor as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

### **8.2 Assignment and Delegation**

- 8.2.1 Neither party shall assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void; provided, however, that the Contractor shall have the right to assign this Contract to Sikorsky Aircraft Corporation or one of its subsidiaries or affiliates upon written notification to the District. For purposes of this subparagraph, District's consent shall require a written amendment to the Contract, which is formally approved and

executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 [Intentionally Omitted]**

### **8.5 [Intentionally Omitted]**

### **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, Contractor and the District shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Any violation of applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby shall constitute a material breach of this Contract.

8.6.2 Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, Contractor shall indemnify, defend, and hold harmless the County, the District, 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 reasonable 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 the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District, acting reasonably. Notwithstanding the preceding sentence, the District 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 the District with a full and adequate defense, as determined by the District in its sole judgment, the District 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 the District 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 the District without District's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## **8.8 [Intentionally Omitted]**

## **8.9 Conflict of Interest**

8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from

the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the District. 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 sub-paragraph shall be a material breach of this Contract.

#### **8.10 Intentionally Omitted**

#### **8.11 Intentionally Omitted**

### **8.12 Contractor Responsibility and Debarment**

#### **8.12.1 Responsible Contractor**

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 contract. It is the District's policy to conduct business only with responsible Contractors.

#### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally 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 the Contractor may have with the District.

#### **8.12.3 Non-responsible Contractor**

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the District, County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, County and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District, County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the 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 the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. 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. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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 the District.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the 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.
6. 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 of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.13 [Intentionally Omitted]**

**8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 [Intentionally omitted]**

**8.16 Damage to District Facilities, Buildings or Grounds**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor while on or in District facilities, buildings, or grounds. Such repairs shall be made immediately after the Contractor has become aware of such

damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, the District may make any necessary repairs. Direct costs incurred by the District, as determined by the District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

8.17.1 The 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 this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, the Contractor shall indemnify, defend, and hold harmless, the County, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both 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 under this Contract.

## **8.18 Facsimile Representations**

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this

Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act. Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, the Contractor shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and reasonable attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events"). Upon becoming aware of the occurrence of a force majeure event, the impacted party shall notify the other party in writing as promptly as practical.

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the reasonable control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the District and the 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 the District and the 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.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District 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 the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all 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 the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

### **8.23 Indemnification**

Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, the Contractor shall indemnify, defend and hold harmless the County, the District, elected and appointed officers, employees, and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from and/or relating to Contractor’s negligence or willful misconduct in performing this Contract or Contractor’s breach of this Contract, except for such loss or damage arising from the negligence or willful misconduct of the County Indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of the District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. 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 Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to District**

- Certificate(s) of insurance coverage (Certificate) including the District as Additional Insured under the Contractor’s General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the District within ten (10) days of Contractor’s policy renewals.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. Certificates shall provide the full name of each insurer providing coverage, and its NAIC (National Association of Insurance Commissioners) identification number.
- Neither the District's failure to obtain, nor the District'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 shall be sent to:

Consolidated Fire Protection District of  
Los Angeles County  
Materials Management/Contracts Section  
5801 s. Eastern Ave., Suite 100  
Commerce, CA 90040-4001

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

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's Commercial General Liability

policy. The District additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. Evidence of inclusion as additional insured on the certificate of insurance form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide the District with written notice of cancellation or any adverse material change in Required Insurance. The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or adverse material policy change.

#### **8.24.4 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 Contract, upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to damages caused by Contractor shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required



Insurance for any loss arising from or relating to this Contract except for loss caused by the District's negligence or misconduct.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR.

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

The required commercial general liability policy shall provide cross-liability coverage.

#### **8.24.13 District Review and Approval of Insurance Requirements**

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures and subject to Contractor's agreement with such changes. Any such changes shall be effected by way of an amendment to this Agreement signed by both parties.

## 8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage substantially equivalent to ISO policy form CG 00 01), including the District as an additional insured, with limits of not less than:

General Aggregate:	\$3 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage substantially 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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. 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.

8.25.4 **Commercial Aviation General Liability** insurance with limits not less than:

Aviation Premises/Operations - \$50,000,000 each  
occurrence

Aviation Products/Completed Operations - \$50,000,000 each  
occurrence/aggregate

Hangarkeepers Liability - \$50,000,000 each  
aircraft/occurrence

8.25.5 Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

## **8.26 Liquidated Damages**

8.26.1 The Contractor shall be liable for liquidated damages, payable in the form of a credit to the District, as set forth in Article V, paragraph 10 of the Statement of Work – Exhibit A.

## **8.27 [Intentionally omitted]**

## **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.28.3 The 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, 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.

8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.7 If a court of competent jurisdiction in the State of California finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

### **8.29 Non Exclusivity**

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

### **8.30 [Intentionally omitted]**

### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief, or designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The 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 No. 1015.

### **8.33 [Intentionally omitted]**

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The District's Contract Administrator or District's Contract Manager shall have the authority to issue all notices or demands required or permitted by the District under this Contract. Any legal notice sent by one party to the other shall be effective on the date upon which receipt can be confirmed by the receiving party.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one 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.

### **8.36 Public Records Act**

8.36.1 Any tangible documents submitted by the Contractor; any tangible documents obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those tangible documents which were required in the process for this Contract (collectively, the "Tangible Documents"), become the property of the District. Notwithstanding the foregoing, Contractor reserves ownership and property rights in and to any intangible property, including but not limited to intellectual property, contained within the Tangible Documents.

8.36.2 Subject to the limitations and exemptions set forth in California Government Code Section 6254, including but not limited to Section 6254 (k), and the California Evidence Code. Section 1060, all Tangible 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”. The District shall not be liable for the disclosure of any such records including, without limitation, those so marked, to the extent such disclosure is required by law, or by an order issued by a court of competent jurisdiction.

### **8.37 Publicity**

8.37.1 Neither the District nor the Contractor shall disclose any details in connection with this Contract to any person or entity except as may be except as may be required in the performance of this Contract, as otherwise provided hereunder or as required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District’s Project Director. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this subparagraph 8.37 shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment

and other records relating to its performance of this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records (to the extent directly allocable to this Contract), and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District, upon reasonable request and for purposes of ensuring compliance with this Agreement, during the term of this Contract, and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District request an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment.

### **8.39 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper on this Contract to the extent commercially reasonable.

### **8.40 [Intentionally omitted]**

### **8.41 [Intentionally Omitted]**

### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated by the District in accordance with Article VI, paragraph VI, of the Statement of Work – Exhibit A.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

### **8.43 Termination for Default**

8.43.1 The District may, by written notice to the Contractor, terminate this Contract, if Contractor has materially breached this Contract remains in default for a period of thirty (30) Days after receipt of notice thereof.

8.43.2 This Contract shall automatically terminate upon the occurrence of certain events, as set forth in Article VI, paragraph 1 of the Statement of Work – Exhibit A.

### **8.44 Termination for Improper Consideration**

8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District and/or County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the



Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

#### **8.45 Termination for Insolvency**

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) 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 Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date, but no later than June 30 of the last fiscal year for which funds were appropriated.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Waiver**

No waiver by either party of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

#### **8.50 Warranty Against Contingent Fees**

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

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 [Intentionally omitted]**

**8.52 [Intentionally omitted]**

**8.53 [Intentionally omitted]**

## **9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 [Intentionally omitted]**

### **9.2 Mandatory Requirement to Register on County's WebVen**

9.2.1 As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. The County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

### **9.3 Local Small Business Enterprise (SBE) Preference Program**

9.3.1 This Contract 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.

9.3.2 The 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.

- 9.3.3 The 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 and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the 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 the District any difference between the contract amount and what the District'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 ten (10) percent 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, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

#### **9.4 Transitional Job Opportunities Preference Program**

- 9.4.1 This Contract 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.

9.4.2 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 Transitional Job Opportunity vendor.

9.4.3 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 and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.4.4 If Contractor has obtained 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 contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District'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 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.

## 9.5 Disabled Veteran Business Enterprise Preference Program

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.5.2 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 Disabled Veteran Business Enterprise.
- 9.5.3 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 and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.5.4 If Contractor has obtained certification as a Disabled Veteran 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 the District any difference between the contract amount and what the District'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 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 ISD of this information prior to responding to a solicitation or accepting a contract award.

**9.6 [Intentionally omitted]**

**9.7 Modifications**

9.7.1 This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by the District and signed by both parties. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.

**9.8 Remedies of Non-Compliance**

9.8.1 Contractor agrees to comply with the requirements set forth in the entirety of this Contract. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract.

**9.9 [Intentionally omitted]**

**9.10 [Intentionally omitted]**



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: SIKORSKY COMMERCIAL, INC.

By [Signature]  
Name

LeeAnn M. Kuehnert, Sr Mgr Commercial  
Title Business Office

COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors



ATTEST:

LORI GLASGOW  
Executive Officer  
of the Board of Supervisors

By [Signature]  
DEPUTY MAR 21 2017

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy MAR 21 2017

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By [Signature]  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 45 MAR 21 2017

[Signature]  
LORI GLASGOW  
EXECUTIVE OFFICER

78641



## I. INFORMATION AND DEFINITIONS FOR THIS EXHIBIT A

<b>Aircraft Description:</b>	<b>Three (3) Sikorsky S-70A™ helicopters, S/N 702479, 702453 &amp; 702846</b>
<b>Minimum Utilization Rate Calendar Year 2017:</b>	<b>300 Flight Hours per Aircraft per year (prorated for any partial calendar year).</b>
<b>Flight Hour Hourly Charge Calendar Year 2017:</b>	<b>\$3790.00 Dollars</b>
<b>List of Attachments:</b>	<b>Attachment A – Covered Parts Attachment B – Ordering Procedure Attachment C – Consignment Inventory Attachment D – Hourly Rate Scale Attachment E – Publications</b>

Within this Exhibit A, Service Provider and/or Customer shall each be a “Party” and collectively shall be the “Parties.”

### DEFINITIONS:

- a) “Airworthiness Directives” means a document issued by the Cognizant Airworthiness Authority when it is determined that (a) an unsafe condition exists in the product and (b) the condition is likely to exist or develop in other products of the same design. An Airworthiness Directive specifies inspections to be conducted, conditions and limitations to comply with, and any actions to be taken to resolve the unsafe condition.
- b) “Alert Service Bulletin” means a bulletin issued by Sikorsky on matters requiring operators’ urgent attention to maintain safety. Alert Service Bulletins provide instructions for modifications, inspections, or other actions, and establish compliance times.
- c) “AOG Order” means a Customer order for a part such that an Aircraft cannot fly in its current state without such part solely as a result of the part’s failure however, that the reason the part is not on hand is not due to Customer or the operator’s failure to promptly submit a RSA or any other cause within its reasonable control.
- d) “Cognizant Airworthiness Authority” means the U.S. Federal Aviation Administration, the European Aviation Safety Agency, Transport Canada, or other airworthiness authority with jurisdiction over the operation of the Aircraft.
- e) “Consigned Parts” means a mutually agreed upon inventory of spare parts to be consigned by the Service Provider to Customer in accordance with Exhibit C.
- f) “Covered Parts” means those parts and components identified and defined as “Covered Parts” in

Exhibit A.

- g) “Customer” means the Consolidated Fire Protection District of Los Angeles County.
- h) “Day” means a calendar day in Connecticut, United States of America.
- i) “Dollars” or “US\$” means the lawful currency of the United States of America.
- j) “External Lift Cycle” means the Aircraft’s performance of the following sequence of flight-related activity using a cargo hook: external load lift, enroute travel, approach to hover, and (i) release of load and land, or (ii) release of load and depart.
- k) “Flight Hour” means sixty (60) minutes of Flight Time.
- l) “Flight Hour Hourly Charge” means the amount payable for each Flight Hour flown by the Aircraft. The Flight Hour Hourly Charge at the commencement of this Agreement is specified in Article I and is subject to adjustment at the end of each calendar year pursuant to Article V, paragraph 6.
- m) “Flight Manual” means a manual that contains information on all Aircraft systems, performance data, and operating procedures required for safe and effective operations.
- n) “Flight Time” means the time that commences when an Aircraft moves under its own power for the purposes of flight and ends when the Aircraft comes to rest after landing.
- o) “Flight Time Report” means the document that is used to report Flight Time.
- p) “Hourly Rate Scale” means the rate scale attached as Exhibit D, which sets forth the Flight Hour Hourly Charge for each calendar year based on the Minimum Utilization Rate selected by Customer.
- q) “Maintenance Manual” means the publication describing the maintenance program for the Aircraft set forth on Exhibit E.
- r) “Minimum Utilization Rate” means the minimum number of Flight Hours per Aircraft Customer expects to be flown (on average) in a calendar year. The Minimum Utilization Rate is stated in 100-hour increments and determines the Flight Hour Hourly Charge applicable for such year. The Minimum Utilization Rate at the commencement of this Agreement is specified in Article I and is subject to adjustment at the beginning of each calendar year pursuant to Article V, paragraph 7.
- s) “Non-Covered Parts” means those parts and components identified and defined in Exhibit A as excluded from coverage under this Contract.
- t) “Request For Service Adjustment” or “RSA” means the process and document that is used by Customer to report defective parts.
- u) “Repetitive External Lift” occurs when the average number of External Lift Cycles exceeds six (6) per Flight Hour during any two hundred and fifty (250) Flight Hour period based on a moving average, calculated at intervals not to exceed fifty (50) hours of operation.
- v) “Replacement Parts” means those parts that are supplied to Customer to exchange or replace non-operational Covered Parts.

- w) “Routine Order” means a Customer order for a part required for routine or scheduled maintenance.
- x) “Scheduled Covered Part” means those life-limited, time-limited or cycle-limited Covered Parts identified and defined as “Scheduled Covered Parts” in Section B of Exhibit A.
- y) “Service Bulletins” means informational bulletins or other notices issued by Sikorsky containing information regarding product improvement modifications and part changes.
- z) “Service Provider” means Helicopter Support, Inc. d/b/a Sikorsky Commercial Inc.
- aa) “Service Provider Taxes” means Taxes (including interest and penalties in respect of an overdue Tax):
- i) on the actual overall net income or profits of Service Provider or its affiliate attributable to any sum received by Service Provider or its affiliate under this Contract;
  - ii) suffered or imposed as a result of any breach by the Service Provider or its affiliate(s) of any of its express or implied obligations under this Contract; and
  - iii) to the extent that such Tax arises as a result of the Service Provider or its affiliate failing to file any relevant return or computation that was obliged to be filed under any applicable law.
- bb) “Standard Terms and Conditions of Sale” means the terms and conditions published by Service Provider applicable to the sale of spare parts, repair services and other products offered for sale by Service Provider via acceptance of purchase orders.
- cc) “TAP” means the Total Assurance Program provided by Service Provider.
- dd) “Taxes” means all present and future taxes, levies, duties, withholdings, fees or charges of any nature whatsoever, and whosoever imposed, including, without limitation, value added tax, consumption tax or any other tax in respect of added value or any income (including, without limitation, gross income, minimum, alternative minimum, capital gains income, gross receipts and net receipts), franchise, transfer, sales, use, business, occupation, excise, personal property, real property, stamp or other tax imposed by a taxing authority of any country, or governmental subdivision thereof or therein or by any international authority, together with any penalties, additions to tax, fines or interest with respect to any of the foregoing, and “tax” and “taxation” shall be construed accordingly.
- ee) “Time Between Overhaul” or “TBO” means the maximum number of Flight Hours that may be logged on a component before the Maintenance Manual requires the component be removed for overhaul.
- ff) “Unusual Environmental Conditions” means weather related conditions such as sand storm, tornados, heavy winds and extraordinary weather conditions not normally experienced in the local environment in which the Aircraft is operated.
- gg) “Urgent Order” means a Customer order for a part that is not grounding an Aircraft but is required to meet a specific timeframe.
- hh) “Work Stop Order” means a Customer order for a part that is required to make an Aircraft that is

currently down for scheduled maintenance or inspection airworthy again.

## II. DESCRIPTION OF SUPPORT PLAN

### 1. Service Provider's Obligation:

- a) With respect to each Aircraft, commencing on the date this Contract has been executed by both Parties, or April 1, 2017 (whichever is later), Service Provider shall, as required to keep such Aircraft airworthy and serviceable, exchange or replace Covered Parts for such Aircraft which:
  - i) have experienced a defect in material or workmanship;
  - ii) with respect to Scheduled Covered Parts, require scheduled maintenance as set forth in the applicable Maintenance Manuals;
  - iii) have failed due to wear and tear under normal use and service;
  - iv) require replacement to comply with an Airworthiness Directive issued by the applicable Cognizant Airworthiness Authority; or
  - v) require replacement to comply with an Alert Service Bulletin.

On a case-by-case basis, the Service Provider will, in consultation with Customer, determine the cost benefit represented by a Service Bulletin. In the event that Service Provider and Customer determine that the cost benefit of incorporating the proposed Service Bulletin is significant and/or compliance therewith will increase reliability, Service Provider will provide the replacement parts at no additional cost to Customer, either upon availability of parts or at next overhaul/repair of the impacted component.

- b) The services provided hereunder do not include the exchange or replacement of Covered Parts failures or removals that are attributable to any of the following reasons:
  - i) damage caused by combat, accidents, crashes, or foreign objects, including but not limited to bird strikes; Unusual Environmental Conditions or other external events that cause greater than ordinary wear and tear, including but not limited to lightning, a sudden stoppage, a hard landing, over torque, and/or deficient or improper maintenance that is not in accordance with the Maintenance Manual;
  - ii) failure to operate and/or maintain the Aircraft in accordance with Sikorsky recommended operations and/or maintenance procedures, including the operation of the Aircraft outside the limits contained in the Flight Manual with the exception of cases in which the Aircraft continued to be operated due to the operator, acting at all times reasonably, continuing the flight either to the Aircraft's destination or to a suitable alternative destination;
  - iii) damage resulting from contaminated fluids (including but not limited to fuel, oil, nitrogen, and hydraulic fluids), abuse, acts of God or the public enemy, acts of terror, sabotage, riots and vandalism; or
  - iv) parts procured, manufactured, or repaired by sources other than Sikorsky or the Service Provider. Customer must obtain approval from the Service Provider, on a case-by-case basis,

for the supply of parts and/or the services from other sources, prior to any such work being performed or the part being supplied.

2. **Ordering Covered Parts** – Orders for Covered Parts shall be placed in accordance with Attachment B.
3. **Return of Non-Operational Covered Parts** – Customer will deliver non-operational Covered Parts to the Service Provider's designated location within fifteen (15) Days of receipt by Customer of the Replacement Part(s) for the non-operational Covered Part(s). Non-operational Covered Parts should be packed in the same container(s) (or approved equivalent) in which Replacement Parts were received. Damage associated with improperly packaged non-operational Covered Parts returned to the Service Provider will be subject to additional incurred repair cost to Customer. Customer shall bear the expense and risk of loss or damage associated with a non-operational Covered Part until its physical delivery to Service Provider. If a non-operational Covered Part is not returned to Service Provider within the prescribed time frame, Service Provider may invoice, and Customer shall pay, Service Provider's then-current selling price for such part.
4. **Replacement Parts:**
  - a) Customer understands and agrees that Service Provider will be supplying Replacement Parts that Service Provider owns, but which may be drawn from Service Provider's inventory of Covered Parts that may be used in the support of other Service Provider or Sikorsky customers. Accordingly, Replacement Parts may be either new or used serviceable condition.
  - b) Service Provider shall provide all Replacement Parts with appropriate documentation, including serviceability tags (as dictated by the Cognizant Airworthiness Authority) and log cards. Upon request, Service Provider shall provide records documenting the usage history for used Replacement Parts.
5. **Title:**
  - a) Title to and risk of loss for each Covered Part and/or Replacement Part supplied under this Contract will transfer to Customer upon delivery in accordance with paragraph 9 below.
  - b) Title to and risk in each returned non-operational Covered Part will transfer to Service Provider at the time when the relevant Covered Part is delivered to Service Provider in accordance with paragraph 9 below.
6. **Exchange Schedules:**
  - a) Scheduled exchange of a Covered Part(s): Service Provider must receive a request for a scheduled exchange of a Covered Part a minimum of sixty (60) Days prior to the desired on-site delivery date of the part.
  - b) **Unscheduled exchange of a Covered Part(s):** In the case of an unscheduled exchange of a Covered Part, Service Provider shall use commercially reasonable efforts to ship the required Replacement Part, if available, in accordance with the lead times below:
    - i) **AOG Order:** within forty-eight (48) hours from receipt of order.
    - ii) **Work Stop Order:** within forty-eight (48) to seventy-two (72) hours from receipt of order.

iii) **Urgent Order:** within thirty (30) Days or less, as mutually agreed upon by the Parties.

iv) **Routine Order:** within sixty (60) Days.

7. **Shipping/Delivery:**

- a) Customer shall ship non-operational Covered Parts to Service Provider (or its designee) at Service Provider's expense in accordance with FCA Customer's designated facility (Incoterms 2010).
- b) Service Provider shall ship Replacement Parts at Service Provider's expense in accordance with DAP Customer's designated facility (Incoterms 2010).
- c) Shipment of any parts that are excluded under Article II(1)(b), or any other parts classified as non-covered under this Contract, will be at Customer's expense in accordance with DAP Service Provider's designated facility (Incoterms 2010) (if Service Provider is the receiving party) or FCA Service Provider's designated facility (Incoterms 2010) (if Customer is the receiving party).

8. **Publications** – During the Term, Service Provider shall deliver to Customer, at no additional charge, all revisions to the manuals and other Sikorsky publications for the Aircraft set forth in Attachment E.

Except as otherwise expressly noted herein, Service Provider shall not, in any way, be obligated to deliver to Customer any publications or manuals related to the main engines, or individual main engine parts or components. In the event such publications or manuals are supplied to Service Provider by the engine or part/component manufacturer, Service Provider shall deliver such publications to Customer at no charge.

9. **False Removals** – In the event a Covered Part is removed and designated as unserviceable and returned to Service Provider in exchange for a serviceable Replacement Part, and if the removed Covered Part is upon inspection by Service Provider or its designee determined to be in serviceable condition, Service Provider may charge Customer and Customer shall pay to Service Provider all inspection test and processing costs that are incurred by Service Provider and a restocking fee for the returned serviceable Covered Part.

### III. CUSTOMER OBLIGATIONS, ADMINISTRATION AND REPORTING

1. **Ownership and Operation of Aircraft** – Customer represents that it is both the record title holder and operator of the Aircraft.
2. **[Intentionally omitted]**
3. **Usage of Data** – Customer hereby grants to Service Provider, Sikorsky and their subsidiaries and affiliates, unrestricted permission to use any and all Aircraft data, including operating and maintenance data, provided by Customer. Service Provider, its subsidiaries and affiliates shall request Sikorsky to, treat such Aircraft data as proprietary and confidential consistent with the manner in which they treat their own proprietary and confidential data. Any disclosure of Aircraft data to third parties shall be provided under a confidentiality agreement in accordance with Service Provider and Sikorsky procedures or shall be suitably masked or aggregated such that Aircraft data cannot be identified by the tail number. In addition, disclosure of Aircraft data may be made, as necessary to comply with a court order, government investigation, or subpoena; if compelled by a third party having the legal right to order such disclosure; or as may be necessary to protect Service Provider's



interest (or that of Sikorsky and/or its subsidiaries, affiliates, or insurers) against asserted or threatened claims or causes of action brought against it by Customer or any third parties. In each of the foregoing circumstances involving legal or regulatory obligation and/or compliance, Service Provider shall provide Customer with prior written notice and the opportunity to object to such disclosure.

4. **Maintenance Data Management Contingency** – Customer shall maintain a written log of Aircraft and engine hours, landings, engine cycles and applicable dates, together with a record of all part replacements and maintenance actions performed on the Aircraft. Customer shall forward copies of the foregoing written logs of maintenance data to Service Provider upon Service Provider's reasonable request.
5. **Flight Hour Validation** – Within seven (7) Days after the end of each month, Customer shall report to Service Provider the total Flight Time flown (no minutes or tenths will be reported) on the Aircraft during the prior month using a Flight Time Reporting Form provided by Service Provider or Service Provider's web portal located at [customerportal.sikorsky.com](http://customerportal.sikorsky.com) (the "Portal"). Customer warrants to Service Provider that all data reported will be correct to the best of its knowledge and belief, and further agrees to grant a Service Provider access to Aircraft records upon reasonable request to audit same. The Portal will be the primary mechanism used for Flight Hour billing purposes hereunder. The Flight Time Report will be transmitted by Customer to the Service Provider electronically via the Portal and/or e-mail. If this monthly Flight Time Report is not received within thirty (30) Days solely as a result of a delay by Customer reporting data to the Portal after the end of each month, Service Provider shall notify Customer of such delay and if Customer has not cured such breach within ten (10) Days after such notice, all services provided under this Contract may be suspended by Service Provider, until such time that the information is delivered to the Service Provider.
6. **Customer's Obligations on Use and Operation of the Aircraft and Covered Parts:**
  - a) Customer agrees that the parts acquired by Customer as the original installation parts with the Aircraft or as Replacement Parts provided pursuant to this Contract will be used solely for the operation of the unique Aircraft for which they were acquired and installed upon.
  - b) Customer shall ensure that reasonable and commercially customary maintenance efforts are made to troubleshoot and fix/adjust parts and components prior to their removal and replacement.
  - c) Customer shall ensure that the Aircraft is operated and maintained in a safe manner and that no modifications are undertaken which could reduce the inherent safety of the Aircraft. Evaluation of safe operation includes operational parameters (weather, training, compliance with applicable procedures), maintenance, modifications or installation of aftermarket products (regardless of whether such product has a Supplemental Type Certificate or other certification) and any other factors which could reasonably affect safe operation of the Aircraft.
  - d) Customer agrees that all parts used in connection with the Aircraft will be used under normal operating conditions, properly installed, and operated and maintained in accordance with the then-current Maintenance Manual, Flight Manual, Operating Instructions, or Alert Service Bulletins, or as otherwise officially stated in writing by Sikorsky in an approved publication.
  - e) Upon Service Provider's notice or knowledge of the occurrence of any breach of any of the foregoing obligations, Service Provider may exercise any or all of the following rights, in addition to any other rights or remedies available to it at law or equity, with which Customer shall comply:

- i) Demand that Customer promptly reimburse Service Provider in the total amount of any actual damages assessable against Customer resulting from such breach; and/or
- ii) Remove the Aircraft or part from the scope of this Contract and/or refuse coverage therefor under this Contract; and/or
- iii) Demand that Customer indemnify and hold harmless Service Provider from and against any and all claims arising from or relating to Customer's unsafe operation or maintenance of the Aircraft.

#### IV. PURCHASE OF ADDITIONAL PARTS

1. **Purchase of Parts Not Covered by this Contract** – Customer is responsible for the procurement of any/all parts not covered by this Contract. In the event Customer elects to purchase such parts from Service Provider, Customer shall follow the procedures set forth in Attachment B.
2. **Determination that Parts Are Not Covered** – If a Replacement Part replaces a Covered Part, but it is later determined by Service Provider that such part was not a Covered Part under this Contract pursuant to Article II, paragraph 1 (b), the Replacement Part will be deemed not to be a Covered Part and be deemed to have been purchased by Customer. If it is a new part, it will be purchased under the conditions of Article IV, paragraph 1 above. If it is a used or overhauled part, the price will be determined on a case-by-case basis taking into consideration the new cost of the part, the remaining service life of the part and the service life limit and calendar life limit of the part. Service Provider also reserves the right to charge for all reasonable and properly documented costs incurred for incoming inspections and testing if the cause for removal is not verified and the proper troubleshooting per the applicable manual is not accomplished.

#### V. PAYMENT

1. **Flight Hour Hourly Charge** – Customer shall pay monthly, an amount equal to the Flight Hour Hourly Charge as set forth in Article V paragraph 6 below, multiplied by the actual Flight Hours of operation for the Aircraft as set forth in the monthly Flight Time Report pursuant to Article III, paragraph 5. Service Provider will generate an invoice for the monthly Flight Hour Charge and Customer shall submit payment to Service Provider not later than thirty (30) Days from the date of invoice (the "Payment Due Date"). If Customer fails to submit the monthly Flight Time Report as required, Service Provider reserves the right to submit an invoice based on estimated Aircraft Flight Hours for the month. All amounts are payable in U.S. Dollars. The Service Provider shall consider all payments interim pending audit of Customer's logbooks. The Parties agree that Customer's obligation to make timely payments in accordance with the terms and conditions set forth in this Contract is a material obligation and any non-payment or repeated/prolonged late payment under this Contract is a material breach by Customer.
2. **Late Charge** – Interest equivalent to an annual rate of eighteen percent (18%), or one and a half percent (1.5%) per month, will be charged on all past due amounts that are not otherwise in dispute. All late charges invoiced are payable net thirty (30) Days from the date of Service Provider's invoice.
3. **Certain Rate Revisions** – The rates provided in this Contract are subject to revision based on any changes from the Aircraft's country of operation, environmental conditions for operation or mission and operational parameters identified in Attachment D.
4. **Additional Charges** – In the event that a non-serviceable Covered Part is returned in exchange for a serviceable Replacement Part supplied by Service Provider, has in the reasonable opinion of Service Provider, been subject to use or conditions constituting more than ordinary wear or tear or as set forth



in Article II, paragraph 1 (b), Service Provide the current CPL price or, if not listed in the CPL, Service Provider's then-current sales price for such part.

5. **Taxes** – Customer shall be responsible for payment of any and all Taxes (other than Service Provider Taxes), which may be imposed by any taxing authority in respect of the subject matter of this Contract. If Service Provider is held responsible for any Taxes in respect of this Contract (other than Service Provider Taxes) by any taxing authority for collection or payment, either on its own behalf or that of Customer, Customer shall pay all such taxes to Service Provider upon Customer's receipt a demand for such tax. If the transactions in this Contract are exempt or excluded from taxation, Customer shall provide tax indemnification to Service Provider, via a written statement in the format required by the laws of the jurisdiction for which Customer is asserting said exemption or exclusion, that the transaction is exempt. Said statement must be provided ninety (90) Days prior to delivery of the first Aircraft or Customer will be deemed to have conceded the applicability of said Taxes and as such authorizes Service Provider to collect and remit them to the relevant jurisdiction(s).
6. **Minimum Annual Flight Hours** – At the conclusion of each calendar year, if the total actual Flight Hours flown by all Aircraft does not equal or exceed the sum of the Minimum Utilization Rates with respect to each Aircraft, Service Provider will invoice Customer, and Customer agrees to pay Service Provider, the difference between the total actual Flight Hours flown by all Aircraft and the sum of the Minimum Utilization Rates, multiplied by the then-current Flight Hour Hourly Charge. The Minimum Utilization Rate with respect to each Aircraft is pro-rated for any partial calendar year based on the number of months the Aircraft was covered under this Contract.
7. **Flight Hour Hourly Charge** – The Flight Hour Hourly Charge will be determined as follows:
  - a) At the commencement of this Agreement, the Flight Hour Hourly Charge is the price specified in Article I.
  - b) At the end of each calendar year, and at the end of each subsequent calendar year, the Flight Hour Hourly Charge is subject to adjustment, in accordance with Attachment D, for an annual price escalation and should Customer elect to change the Minimum Utilization Rate in accordance with paragraph 7 below. The adjusted Flight Hour Hourly Charge price will remain in effect for the following calendar year.
8. **Adjustments to the Minimum Annual Flight Hours** – At the end of each calendar year, Customer may elect to adjust the Minimum Utilization Rate by notifying Service Provider via e-mail. If Customer should so elect to adjust the Minimum Utilization Rate, the Flight Hour Hourly Charge for the next year will be adjusted in accordance with Attachment D.
9. **Unused Hour Charge** – For those Covered Parts with a scheduled life limit or overhaul limit, as identified in Chapter 1 of the Maintenance Manual, if such part is removed prior to the expiry of ninety-five percent (95%) of that part's service life to its stated TBO, for any other reason than because the component has been found to be unserviceable or due to a HUMS Report requiring removal, Customer shall pay the difference between the TBO and the hours at removal multiplied by the quotient of current selling price divided by the life of the part.
10. **Upgradeable Component Charge** – If Sikorsky develops upgrades to a Covered Part, Customer will be entitled to the benefit of that upgrade and Service Provider shall provide such upgrade to Customer in the normal course of the supply of Replacement Parts. If the upgrade is not covered by Article II, paragraph 1(a), Customer will have the option to purchase the upgrade at an additional cost. The upgrade will be provided at no additional cost if the original component cannot be supported.

11. **AOG Credit** - In the event that Service Provider does not ship an AOG Order for a Sikorsky proprietary, powertrain-related Covered Part within seventy-two (72) hours, Customer shall be due a credit to its account in the amount equal to one (1) Flight Hour, multiplied by the then current Flight Hour Hourly Charge, multiplied by the number of full days before Service Provider shipped the part (up to a maximum of seven (7) days for such part and a cumulative maximum of thirty (30) days per Aircraft in any one calendar year). Service Provider shall apply any credits to Customer's account annually in conjunction with determining whether the Minimum Utilization Rate was met (as described in Article V, paragraph 6 above). The credit(s) provided for in this paragraph 10 shall be Customer's sole and exclusive remedy for late shipment of an AOG Order for a Sikorsky proprietary, powertrain-related Covered Part.
12. **Payment Address** – All payments to Service Provider are to be made in United States Dollars to Account No. 700614006, Wire transfers use ABA No. 021000021, EFT and ACH Transactions use ABA No. 071000013, Swift Code: CHASUS33 at JPMorgan Chase, 131 S Dearborn, 6th Floor, Chicago, IL 60603. Customers located in the United States shall make payment by Automated Clearing House (ACH) Electronic Funds Transfer (EFT) or shall mail payment to Helicopter Support, Inc., dba Sikorsky Commercial, Inc., 26149 Network Place, Chicago, IL 60673-1261, for overnight checks mail to JPMorgan Chase, Attn: Helicopter Support, Inc. dba Sikorsky Commercial, Inc. & Lockbox #26149, 131 S Dearborn, 6th Floor, Chicago, IL 60603. Customers located outside the United States shall make payment by wire transfer. Twenty-four (24) hours before payment, Customer shall e-mail a statement detailing the payment amounts and invoice numbers to Service Provider at sci\_ar.gr-sik@lmco.com.

## VI. TERMINATION AND TRANSFER OF BENEFITS

1. **Automatic Termination** – This Contract will terminate automatically with respect to any or all Aircraft if any of the following events occur:
  - a) If any repair or overhaul is performed on any Covered Part by an organization other than the Service Provider without Service Provider's written consent.
  - b) If the Aircraft is used for Repetitive External Lift (REL), which results or may result in substantially greater wear and tear of any of Covered Parts than that which occurs on parts under normal transport operating conditions. Snorkeling operations performed by Customer as part of the firefighting mission are not considered REL.
  - c) If the Aircraft suffers an accident rendering the Aircraft unsalvageable and a total loss.
  - d) If Customer is in default in respect to any material provision of this Contract and remains in default for a period of thirty (30) Days (or such longer period if Customer can demonstrate to Service Provider's reasonable satisfaction that it is taking all available action to cure such default) after receipt of notice thereof.
  - e) If Customer uses Replacement Parts for any purpose other than for the Aircraft(s) covered under this Contract without Service Provider's specific authorization.
  - f) If Customer breaches any of its obligations under Article III, paragraph 7 or any payment obligations hereunder; however, Service Provider may also elect in the alternative, and in its sole discretion, to refuse coverage for the applicable part(s) or Aircraft covered under this Contract.

These provisions do not diminish or replace any rights or remedies otherwise available at law or in equity to Service Provider with respect to any breach by Customer of the terms and conditions of this Contract. No credits will be applicable or refunded to Customer in the event of such termination.

2. **Customer's Right to Terminate** – Customer may terminate this Contract at any time upon ninety (90) Days prior written notice.

## VII. STANDARD TERMS AND CONDITIONS

1. **Export Licenses** – Customer will, on Service Provider's request, assist Service Provider in Service Provider's efforts to obtain any U.S. government export license or similar authorization which may be required now or hereafter for export of parts, services, or related data. The Parties acknowledge that this Contract is conditioned upon the ability of the Parties to conform to the laws and regulations of the United States and its various cognizant departments regarding performance under this Contract. Customer also agrees that this Contract is conditioned on Customer's agreement to not re-transfer, re-export or divert any export-controlled parts, services, or related data if such re-transfer, re-export or diversion would be a violation of any U.S. export or sanctions laws. Any technical data or defense service exported from the United States in support of this Contract may not be used for the production or manufacture of any defense article and shall not be transferred to a person in a third country or to a national of a third country unless the prior written approval of the U.S. government has been obtained. The foregoing obligation will remain binding on Customer after the termination of this Contract.
2. **Import Licenses** – With respect to any import laws and other regulations of the country of destination and its various cognizant departments regarding the import of the parts hereunder, Customer shall be solely responsible for advance notification to Service Provider and obtaining and complying with any and all import licenses or other authorizations which may be required for such activity.
3. **EXCLUSIVE REMEDIES/NO WARRANTY – TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED BY SERVICE PROVIDER UNDER THIS CONTRACT ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL WARRANTIES OR REMEDIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH SUCH WARRANTIES AND ANY OTHER WARRANTIES, INCLUDING DESIGN WARRANTIES, BEING EXPRESSLY DISCLAIMED HEREBY; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SERVICE PROVIDER'S OR ANY OF ITS CORPORATE PARENTS' OR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SERVICE PROVIDER OR ANY OF ITS CORPORATE PARENTS OR AFFILIATES UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF SUCH ENTITY.**
4. **Limitation of Liability** – With respect to any item or service provided under this Contract and alleged to be the cause of any loss or damage to Customer, the sum equal to Service Provider's established selling price for such item or service or \$5,000,000 Dollars (whichever is greater) shall be the ceiling limit on Service Provider's or any of its corporate parents' or affiliates' liability, whether founded in contract or tort (including negligence, strict tort liability or breach of warranty), arising out

of or resulting from (i) this Contract or the performance or breach thereof or (ii) the design, manufacture, delivery, sale, repair, replacement, use or furnishing of any item or service; provided, however, that Service Provider's cumulative liability under this Contract shall not exceed \$10,000,000 Dollars in the aggregate. In no event shall Service Provider or any of its corporate parents or affiliates have any liability for any indirect, incidental, consequential or special damages arising from or relating to the performance of this Contract.

5. **Patent Infringement** – Service Provider shall indemnify and hold harmless and conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Customer of any part or service delivered hereunder directly infringes any United States patent or design but only on the condition that (a) Service Provider receives prompt written notice of such claim, suit, or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Customer for such defense; (b) said part is made according to a specification or design furnished by Service Provider or, if a process patent is involved, the process performed by the part(s) is recommended in writing by Service Provider; and (c) the claim, suit, or action is brought against Customer. Provided that all of the foregoing conditions have been met, Service Provider shall, at its own expense, either settle said claim, suit, or action or shall pay all damages, excluding incidental and/or consequential damages, and, if the use or resale of such part is finally enjoined, Service Provider shall promptly, at Service Provider's option: (i) procure for Customer the right to use or resell the part, (ii) replace the part with an equivalent noninfringing part, or (iii) modify the part so that it becomes noninfringing but equivalent, or (iv) provided that an equivalent noninfringing part is available, remove the part and refund the purchase price (less a reasonable allowance for use, damage, and obsolescence)

If a claim, suit, or action is based on a design or specification furnished by Customer, or on the performance of a process not recommended in writing by Service Provider, or on the use or sale of the parts delivered hereunder in combination with other helicopter parts not delivered to Customer by Service Provider, Customer shall indemnify and save Service Provider and/or Sikorsky harmless therefrom.

6. **Disputes** – Prior to a Party initiating a formal legal proceeding relating to a dispute under this Contract, that Party must provide the other Party with a written request for dispute resolution. Should the Parties fail to reach agreement on the subject of the dispute within thirty (30) Days of the request, either Party may pursue the rights and remedies available to it at law or equity. Notwithstanding the foregoing, either Party may resort to a formal legal proceeding for equitable relief at any time, and/or may institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to creditors.

## **ATTACHMENT A** **COVERED PARTS**

- A. **Covered Parts** in this Contract means and includes all parts included in and on the Aircraft delivered under the Aircraft Sales Agreement, including all airframe, power train assemblies, blades and avionics parts, **except for the following items:**
- i) **Post-Acceptance Equipment Installed By Other Than Sikorsky**
  - ii) **Interior Furnishings** – All interior furnishings and soft goods, including but not limited to interior paint, carpets, flooring, seat cushions, fabric, acoustic panels, luggage handling, and their related hardware, with the sole exception of crew seating.
  - iii) **Paints and Finishes** – All exterior paint finishes and exterior markings.
  - iv) **Medical Interiors and Equipment**
  - v) **Customer-Unique Items** – Search and Rescue (SAR) and firefighting specific equipment.
  - vi) **Rescue Hoist and Pendant**
  - vii) **Consumable Replacement Parts** – All consumable replacement parts with a unit value of two hundred US Dollars (US\$200.00) or less.
  - viii) **Non-Mandatory Changes** – Unless otherwise mutually agreed between the Parties, all modifications to the Aircraft which are undertaken as elective options, upgrades or improvements to the Aircraft, and not mandated by Sikorsky and/or the Cognizant Airworthiness Authorities.
  - ix) **Non-Authorized Parts** – All parts procured, manufactured or repaired by sources other than Sikorsky or Service Provider.
  - x) **Bulk Consumable Materials** - All fuel, oil, lubricants, fluids, adhesives and solvents as defined in the maintenance manual as “consumable” materials.
  - xi) **Ground Support Equipment and Tools** - All ground handling equipment, special tools and ground support equipment, and all mechanic hand tools.
  - xii) **Third-party supplied spare parts**
  - xiii) **Obsolete parts and Non-Recurring Engineering associated with obsolescence issues**
  - xiv) **Airframe/structural components**
- B. **Scheduled Covered Parts – Basic Preventative Maintenance:**
- i) All Calendar limited, Life Limited, Cycle Limited and Overhaul Limited parts as defined in Chapter 1 of the Maintenance Manual, section 1.1 Airworthiness Limitations, paragraph 1.1.1 Replacement Schedule, Table 1 Replacement Times are included in this Contract with the exception of:

- (a) Parts requiring replacement on a “time expired scheduled” basis with a life limitation of more than 5,100 Flight Hours, and
  - (b) Parts requiring replacement on a “time expired scheduled” basis with a landing cycle limitation of more than 10,200 landing cycles.
- C. All Calendar limited, Life Limited, Cycle Limited and Overhaul Limited parts as defined in Chapter 1 of the Maintenance Manual, section 1.1 Airworthiness Limitations, paragraph 1.1.1 Replacement Schedule, Table 1 Replacement Times are included in this Contract if such parts should require replacement on an unscheduled basis due to normal, reasonable wear and tear.



## **ATTACHMENT B** **ORDERING PROCEDURE**

All orders for Covered and/or Non-Covered Parts should be directed to the Service Provider via the Portal.

**For Covered Parts:**

Customer shall submit a Request for Service Adjustment via Service Provider's Portal, which includes the following information:

- 1) Customer Information
  - a) Name
  - b) Address if different than standard shipping address
  
- 2) Aircraft Information
  - a) Model Number
  - b) Serial Number
  - c) Total Aircraft Hours
  
- 3) Removed Part Information
  - a) Description
  - b) Part Number
  - c) Serial Number (if applicable)
  - d) Installation Date
  - e) Aircraft Hours at Installation
  - f) Removal Date
  - g) Aircraft Hours at Removal
  - h) Time Since Overhauled
  - i) Reason for Removal
  - j) Date Removed
  
- 4) Replacement Part Information
  - a) Part Number
  - b) Serial Number
  - c) Packing list number of the document referenced for the shipment of the replacing part.
  - d) Date replacement part installed in Aircraft
  - e) Customer Purchase Order-Optional will be referenced on shipment for customer convenience.
  
- 5) Originator
  - a) Date

**For Non-Covered Parts:** Customer is responsible for the procurement of any/all parts not covered by this Contract. In the event that Customer should elect to purchase such parts from Service Provider, Customer shall issue a purchase order using Service Provider's Portal. The price for such parts will be the price quoted by Service Provider and accepted by Customer, and will be supplied in accordance with the terms and conditions set forth in Service Provider's then-current Standard Terms and Conditions of Sale, which will be made available to Customer at the time of order.

## **ATTACHMENT C** **CONSIGNMENT INVENTORY**

Service Provider shall consign an inventory of spare parts to Customer for purposes of supporting the Aircraft as follows. The Consigned Parts will consist only of such commercial items as are subject to the United States Export Administration Regulations, 15 C.F.R. § 730 et seq. and classified under Export Control Classification Numbers controlled for Anti-Terrorism and below reasons only.

1. **Delivery of Consigned Parts** – The inventory of Consigned Parts will be located at 12605 Osborne Street, Pacoima, CA 91331 (the “Consignment Location”). At Service Provider’s expense, Service Provider shall deliver all Consigned Parts in accordance with DAP (INCOTERMS 2010) the Consignment Location. Customer shall be responsible for all tariffs, taxes, customs duties, and assessments associated with import of the Consigned Parts.

### 2. Use of Consigned Parts

a) **Service Provider’s use of Consigned Parts** – The Consigned Parts will be stored at the Consignment Location for use by Customer to support the operation of the Aircraft. However, Service Provider may use the Consigned Parts to support other operators. The reallocation of Consigned Parts to other operators will only be required in the event that the other operator is in an AOG condition. In the event of such reallocation, Service Provider will provide, as soon as reasonably possible, a replacement Consigned Part at no transportation cost to Customer. Once the Consigned Part has been released by Customer for reallocation, Service Provider shall bear all subsequent costs of transportation and risk of loss for the Consigned Part. Customer shall not be charged a Consigned Parts fee for the part so reallocated from the time it leaves the Consignment Location to the date the replacement part is received by Customer.

b) **Consigned Parts** – Customer understands and agrees that the Consigned Parts may be new or used-serviceable parts that may have been exchanged between various operators. All Consigned Parts will be documented with serviceability tags applicable to the Cognizant Airworthiness Authority upon shipment from Service Provider.

c) **Receipt of Consigned Parts** – Customer shall inspect and acknowledge the receipt of each Consigned Part. Customer assumes responsibility and bears the risk of loss or damage for all Consigned Parts shipped by Service Provider to Customer less those parts found by Customer to be defective or non-conforming and reported in writing to the Service Provider within two (2) business Days of receipt of each shipment.

d) **Title Transfer of Consigned Parts** – Notwithstanding Article II, paragraph 7 of the Contract, title to each Consigned Part supplied to Customer under this Contract will transfer from Service Provider to Customer at time of removal from the inventory.

e) **Removal of Consignment Parts from Inventory** – Customer shall notify Service Provider within forty-eight (48) hours each time a Consigned Part is removed from the inventory using the Request for Service Adjustment issued using Service Provider’s Portal. Customer shall provide the applicable information on the non-operational part being removed from the Aircraft as provided for in the Request for Service Adjustment. The removed part will be returned to the Service Provider with a copy of the completed Request for Service Adjustment form within thirty (30) Days from the date that the non-operational part was removed from the Aircraft and replaced with a like Consigned Part. In the event that Customer fails to return the non-operational part



within thirty (30) Days, Customer shall be invoiced and pay the Service Provider the full sales price of a new Replacement Part. The Request for Service Adjustment must also include the following documentation describing the Consigned Part removed from the inventory:

- i) Part Number
  - ii) Nomenclature
  - iii) Serial Number (if applicable)
  - iv) Quantity withdrawn from the inventory
  - v) Date of withdrawal
  - vi) A brief description of why the Consigned Part was required for installation on the helicopter
  - vii) Identification of the helicopter serial number on which the part was installed
- f) **Removal Charge** – If the Consigned Part removed from the inventory is a Covered Part under this Contract, there will be no charge to Customer for the part, as it will be deemed to have been supplied pursuant to this Contract. Replacement Parts will be shipped to replace the part removed from the inventory against the same Request for Service Adjustment used to document the removal of the original Consigned Part. If the Consigned Part removed from the inventory is not a Covered Part, then Customer will be deemed to have purchased the part at the Service Provider’s then-current CPL price or if not listed in the CPL, Service Provider’s then-current sales price, and subject to Service Provider's then-current Standard Terms and Conditions of Sale, which will be provided to Customer upon request.
- g) **Storage of Consigned Parts** – Service Provider shall retain title and control of all Consigned Parts located at the Consignment Location. Customer shall store Consigned Parts in a suitable, secure indoor storage area at no cost to Service Provider. Customer shall allow Service Provider access to all Consigned Parts for inventory control and audit purposes. Customer agrees to keep Consigned Parts physically segregated from any other inventory of equipment and parts and institute a system of tracking the physical location of such Consigned Parts.
- h) **No Liens** – Customer shall not, and shall not permit any of its creditors to, place any lien or encumbrance whatsoever on the Consigned Parts. Customer shall, upon Service Provider's request, execute such certifications and/or affidavits required by Service Provider to evidence compliance with this provision. In the event that Customer petitions for relief under the Bankruptcy Act, or if voluntary or involuntary bankruptcy proceedings are instituted under any federal, state, or foreign bankruptcy laws relative to Customer, or if Customer is adjudged as bankrupt, or if an assignment is made for the benefit of Customer's creditors, then Service Provider may, at its option, immediately terminate this Contract with no liability, cost, or further obligation to Customer and Customer shall, upon receipt of such notice, immediately secure the Consigned Parts and proceed with returning the Consigned Parts in a manner directed by Service Provider.
- i) **Inventory Reports** – Customer agrees to provide Service Provider with status reports of the Consigned Parts in inventory on a monthly basis, within seven (7) Days of the end of each month. Customer further agrees to permit Service Provider or its designated accounting agency full audit rights in support of Service Provider's physical inventory provided that such audit does not interfere with Customer’s business operations.

### 3. Price



- a) Customer agrees to pay Service Provider for each Consigned Part that is not a Covered Part removed from the inventory at the price determined in accordance with paragraph 2, f) above. Service Provider's invoice will reflect the Request for Service Adjustment number documenting the removal of the Consigned Part from the inventory.
4. **Insurance** – At all times while any Consigned Parts are in the possession or at the premises of Customer, Customer shall insure, or maintain an equivalent self-insurance or risk retention program for, such Consigned Parts for the benefit of Service Provider by covering the Consigned Parts in an amount not less than the specified value thereof provided to Customer by Service Provider in writing. In the event that Customer procures insurance, all insurance policies must be issued by companies authorized to do business in Customer's jurisdiction, in a form satisfactory to Service Provider, contain a provision prohibiting cancellation except upon at least thirty (30) Days prior notice to Service Provider, provide that all claims for loss or damage to Consigned Parts will be adjusted with and payable to Service Provider, contain a complete waiver by the insurer of subrogation against Service Provider and be primary and non-contributory with respect to other insurance carried by Service Provider. Customer shall provide to Service Provider certificates evidencing such insurance and waiver or the maintenance of an equivalent self-insurance or risk retention program prior to shipment of the Consigned Parts by Service Provider.
5. **Risk of Loss of Consigned Parts** – Customer shall be responsible for and bear risk of loss and damage for Consigned Parts, unless otherwise indicated within this Contract. Customer shall indemnify Service Provider against any loss or shrinkage in the quantity or change in condition of the Consigned Parts while at the Consignment Location. Customer shall compensate Service Provider for any Consigned Parts lost or damaged in an amount equal to Service Provider's then-current sales price.
6. **Disposition of Consigned Parts After Expiration or Termination of the Contract**
- a) Upon the expiration or termination of this Contract, Customer, at the request of Service Provider, shall permit all Consigned Parts as of the effective date of such expiration or termination to remain in storage at the Consignment Location for up to ninety (90) Days to allow Service Provider to provide instructions on the return of the Consigned Parts. Customer shall pack and appropriately label all parts in preparation for shipment to the Service Provider. Packaging materials must conform to industry accepted "good practice." Transportation cost for the return of the Consigned Parts to the Service Provider will be borne by Customer.
- b) At Customer's election upon the termination or expiration of this Contract, Customer may purchase any or all of the Consigned Parts at Service Provider's then-current sales price for the part(s).

**ATTACHMENT D**  
**HOURLY RATE SCALE**

**LA County TAP Renewal**

Aircraft S70  
 Configuration Firefighting  
 Location: US  
 Environment Temperate  
 Hours Per Aircraft Per Year 300  
 Contract First Year: 2017  
 Contract Term (Years) 3

5,100 Overhaul/Life Limited Items  
 included up to (Hours)

Hours Per Aircraft Per Year	2017	Escalation	
		4%	4%
	2018	2019	
100	\$6,965	\$7,244	\$7,533
200	\$4,056	\$4,218	\$4,387
300	\$3,790	\$3,942	\$4,099
400	\$3,581	\$3,724	\$3,873
500	\$3,452	\$3,590	\$3,734
600	\$3,376	\$3,511	\$3,651
700	\$3,338	\$3,472	\$3,610
800	\$3,316	\$3,449	\$3,587
900	\$3,297	\$3,429	\$3,566
1000	\$3,280	\$3,411	\$3,548
1100	\$3,262	\$3,392	\$3,528
1200	\$3,240	\$3,370	\$3,504
1300	\$3,225	\$3,354	\$3,488
1400	\$3,203	\$3,331	\$3,464
1500	\$3,191	\$3,319	\$3,451



**ATTACHMENT E**  
**PUBLICATIONS**

**Publication Number**                      **Title**

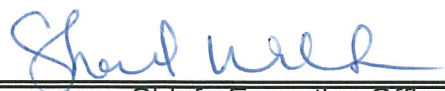
**[NTD: Customer and Sikorsky Tech Pubs are each validating list.]**

(On behalf of Sikorsky, the Service Provider reserves the right to restrict access to maintenance manuals on proprietary items.)



### SOLE SOURCE CHECKLIST

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
✓	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
✓	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



\_\_\_\_\_  
Chief Executive Office



\_\_\_\_\_  
Date

# SOLE SOURCE CHECKLIST

## JUSTIFICATION FOR SOLE SOURCE CONTRACTS

Identify applicable justification and provide documentation for each checked item.

- Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”

Attached is Sole Source Letter from HSI stating it is a subsidiary of Sikorsky Aircraft Corporation which is the “sole, direct source for proprietary, OEM-manufactured parts, tools and technical publications.”

- Services are needed to address an emergent or related time-sensitive need.

*TOTAL ASSURANCE PROGRAM*  
As part of the TAP agreement, the Service Provider (HSI) shall consign an inventory of spare parts for purposes of supporting the Aircraft. Whereas the District does not possess a significant parts inventory of its own, the utilization of this consigned inventory is crucial for mitigating Aircraft downtime.

- It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost savings or cost-avoidance associated with the best economic interest of the County.

At a Firm Fixed Price (FFP) per Flight Hour and at a guaranteed 900 hour Annual Minimum Usage, HSI provides the District with certain replacement parts needed to maintain the Helicopters in a serviceable condition. With some exclusions and exceptions, the covered parts are those which require replacement or repair at both a scheduled or unscheduled basis and cost more than \$200.00 USD. The FFP multiplied by the Minimum Usage, divided by 12 equates to a more or less Fixed Monthly Operating Expenditure for the usage of parts. This Fixed amount is important for budgeting purposes because what part breaks and when, is incalculable and the costs to either repair or the replacement of these parts can easily reach the hundreds of thousands of dollars. For this reason, coupled with the previously mentioned Consignment Inventory helps to insure the expedited delivery of Sikorsky approved parts thus minimizing Aircraft downtime.

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
3.0 Work	Language Added	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, <b><u>and unless provided pursuant to a separate agreement or purchase order</u></b>, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
5.2 Assumptions or Takeover	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. <del>Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
5.3 Notification of 75% of Total Contract Sum	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E, District's Administration.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>5.3 Intentionally Omitted</p>



SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
5.5 Invoices and Payments	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.</p> <p>5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.</p> <p>5.5.4 The Contractor shall submit the monthly invoices to the District by the 15<sup>th</sup> calendar day of the month following the month of service.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work <u>or charges</u> specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in <u>Exhibit A – Statement of Work</u>. <del>Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.</del></p> <p>5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, <del>work hours, and facility</del> and/or other work <u>or charges</u> for which payment is claimed.</p> <p>5.5.4 The Contractor shall submit the monthly invoices to the District <del>by the 15<sup>th</sup> calendar day of the month following the month of service.</del> <u>in accordance with Exhibit A – Statement of Work.</u></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
7.2 Approval of Contractor's Staff	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>7.2 District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>7.2 Intentionally Omitted</p>



SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
7.4 Background and Security Investigations	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>7.4.1 Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, shall undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation. If a member of Contractor’s staff does not pass the background investigation, District may request that the member of Contractor’s staff be removed immediately from performing services under the Contract. Contractor shall comply with District’s request at any time during the term of the Contract. District will not provide to Contractor or to Contractor’s staff any information obtained through the District’s background investigation</p> <p>7.4.2 District, 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 the District or whose background or conduct is incompatible with District facility access.</p> <p>7.4.3 Disqualification of any member of Contractor’s staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>7.4 Intentionally Omitted</p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
7.5 Confidentiality	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.</p> <p>7.5.2 Contractor shall indemnify, defend, and hold harmless County, the District, 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 7.5, as determined by District in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District 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 District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by District 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 District without District's prior written approval.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>7.5.1 <u>Article III, paragraph 3 of the Statement of Work – Exhibit A</u>, Contractor shall maintain the confidentiality of all records and information, <u>including but not limited to all health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, produced, created or provided by the District to the Contractor in performance of this Agreement</u> in accordance with all applicable Federal, State and local laws, rules, regulations, <u>and, with respect to records and information identified by the District as confidential</u>, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information <u>provided by the District to Contractor. Contractor agrees to protect such confidential records and information against disclosure to other than Contractor or County employees who have a need to know the information. Contractor hereby agrees that it will not divulge to any unauthorized person any confidential data or information obtained while performing work pursuant to this Contract. Contractor agrees to forward all requests for the release of any confidential data or information received to County's Project Manager.</u></p> <p>7.5.2 <u>Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A</u>, Contractor shall indemnify, defend, and hold harmless County, the District, 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 <u>reasonable</u> 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 7.5, <del>as determined by District in its sole judgment</del>. Any legal defense pursuant to contractor's</p>

		<p>7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.</p> <p>7.5.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.</p>	<p>indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District, <u>acting reasonably</u>. Notwithstanding the preceding sentence, District 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 District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such <u>reasonable</u> costs and expenses incurred by District 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 District without District’s prior written approval, <u>which shall not be unreasonably withheld</u>.</p> <p>7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.</p> <p><del>7.5.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.1 Amendments	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.</p> <p>8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.1.1 For any change which affects the scope of work, term, <del>contract sum</del>, <u>hourly rate</u>, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.</p> <p>8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change</p>

		<p>reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.</p> <p>8.1.3 The Fire Chief or authorized designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.</p>	<p>such provisions as required by the County’s Board of Supervisors or Chief Executive Officer <u>that are acceptable to the Contractor.</u> To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.</p> <p>8.1.3 The Fire Chief or authorized designee, may at his/her sole discretion, authorize extensions of time <u>acceptable to the Contractor</u> as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<p><b>8.2 Assignment and Delegation</b></p>	<p><b>Language Revised</b></p>	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, 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 paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which the contractor may have against the County.</p> <p>8.2.2 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,</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.2.1 <del>The Contractor</del> <u>Neither party</u> shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the <del>District, in its discretion</del> <u>other party, which shall not be unreasonably withheld,</u> and any attempted assignment or delegation without such consent shall be null and void; <u>provided, however, that the Contractor shall have the right to assign this Contract to Sikorsky Aircraft Corporation or one of its subsidiaries or affiliates upon written notification to the District.</u> For purposes of this subparagraph, District’s consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District’s sole discretion, against the claims, which the Contractor may have against the District.</p> <p>8.2.2 Shareholders, partners, members, or other equity holders</p>

		<p>exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.</p> <p>8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor’s duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. 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.</p>	<p>of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. <del>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(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the District in accordance with applicable provisions of this Contract.</del></p> <p><del>8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any person or 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 the District’s express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.4 Budget Reductions	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.4.1 In the event that the County’s Board of Supervisors 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, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County’s notice to the contractor regarding said reduction in payment obligation shall be</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.4 Intentionally Omitted</p>

		provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.5 Complaints	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b>                      The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.</p> <p>8.5.1 Within ten (10) business days after the Contract effective date, the Contractor shall provide the District with the Contractor’s policy for receiving, investigating and responding to user complaints.</p> <p>8.5.2 The District will review the Contractor’s policy and provide the Contractor with approval of said plan or with requested changes.</p> <p>8.5.3 If the District requests changes in the Contractor’s policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.</p> <p>8.5.4 If, at any time, the Contractor wishes to change the Contractor’s policy, the Contractor shall submit proposed changes to the District for approval before implementation.</p> <p>8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District’s Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.</p> <p>8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.</p> <p>8.5.7 Copies of all written responses shall be sent to the District’s Contract Manager within three (3) business days</p>	<p><b><u>REVISE LANGUAGE TO:</u></b>                      8.5 Intentionally Omitted</p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<p><b>8.6 Compliance with Applicable Law</b></p>	<p><b>Language Added</b></p>	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.</p> <p>8.6.2 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 Paragraph 8.6 (Compliance with Applicable Law) 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 to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.6.1 In the performance of this Contract, Contractor <b>and the District</b> shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. Any violation of applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby shall constitute a material breach of this Contract.</p> <p>8.6.2 <b><u>Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A,</u></b> Contractor shall indemnify, defend, and hold harmless the County, the District, 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 <b><u>reasonable</u></b> 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 the District in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District., <b><u>acting reasonably.</u></b> Notwithstanding the preceding sentence, the District 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 the District with a full and adequate defense, as determined by the District in its sole judgment, the District shall be entitled to retain its own counsel, including, without limitation,</p>



		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.	County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the District 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 the District without District’s prior written approval.
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.8 Compliance with County’s Jury Service Program	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.8.1 Jury Service Program: This Contract is subject to the provisions of the 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 H and incorporated by reference into and made a part of this Contract.</p> <p>8.8.2 Written Employee Jury Service Policy. 1. Unless the contractor has demonstrated to the County’s satisfaction either that the contractor is not a “contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 Employee’s regular pay the fees received for jury service. 2. For purposes of this paragraph, “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 fifty thousand dollars (\$50,000) or more in any</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.8 Intentionally Omitted</p>



	<p>twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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 County, or 2) 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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this paragraph of the Contract</p>	
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		may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	Language Deleted	<b><u>STANDARD LANGUAGE:</u></b> 8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 Contract.	<b><u>REVISE LANGUAGE TO:</u></b> 8.10 Intentionally Omitted
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.11 Consideration of Hiring GAIN-GROW Participants	Language Deleted	<b><u>STANDARD LANGUAGE:</u></b> 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dps.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.	<b><u>REVISE LANGUAGE TO:</u></b> 8.11 Intentionally Omitted

		8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.	
DOC.	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at <a href="http://www.babysafela.org">www.babysafela.org</a>.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.13 Intentionally Omitted</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.15 District's Quality Assurance Plan	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.15 Intentionally Omitted</p>

		specified in this Contract.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.16 Damage to District Facilities, Buildings or Grounds	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.</p> <p>8.16.2 If the 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 the contractor by cash payment upon demand.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. <b><u>while on or in District facilities, buildings, or grounds.</u></b> Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.</p> <p>8.16.2 If the Contractor fails to make timely repairs, the District may make any necessary repairs. <b><u>All Direct</u></b> costs incurred by the District, as determined by the District, for such repairs shall be repaid by the Contractor by cash payment upon demand.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.17 Employment Eligibility Verification	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.17.1 The 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 this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.17.1 The 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 this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.</p> <p>8.17.2 <del>The</del> <b><u>Subject to the limitation of liability set forth in Article</u></b></p>

		8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both 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 under this Contract.	<u>VII, paragraph 4 of the Statement of Work – Exhibit A</u> , the Contractor shall indemnify, defend, and hold harmless, the County, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both 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 under this Contract.
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.19 Fair Labor Standards	Language Revised	<b><u>STANDARD LANGUAGE:</u></b> The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.	<b><u>REVISE LANGUAGE TO:</u></b> The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act <del>and</del> . <u>Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, the Contractor</u> shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and <u>reasonable</u> attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.20 Force Majeure	Language Revised	<b><u>STANDARD LANGUAGE:</u></b> 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events 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 such party (such events are referred to in	<b><u>REVISE LANGUAGE TO:</u></b> 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

		<p>this sub-paragraph as "force majeure events").</p> <p>8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.</p> <p>8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.</p>	<p><u>Upon becoming aware of the occurrence of a force majeure event, the impacted party shall notify the other party in writing as promptly as practical.</u></p> <p>8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the <u>reasonable</u> control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.</p> <p>8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable <b>best</b> efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<p><b>8.23 Indemnification</b></p>	<p><b>Language Revised</b></p>	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p><u>Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A,</u> the Contractor shall indemnify, defend and hold harmless the County, the District, elected and appointed officers, employees, <b>agents</b> and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including <u>reasonable</u> attorney and expert witness fees), arising from and/or relating to <b>this-Contract, Contractor’s negligence or willful misconduct in performing this Contract or Contractor’s breach of this Contract,</b> except for such loss or damage arising from the <b>sole</b> negligence or willful misconduct of the County Indemnitees.</p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.24 General Provisions for all Insurance Coverage	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>Without limiting Contractor's indemnification of the District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. 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 Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.</p> <p>8.24.1 Evidence of Coverage and Notice to District</p> <ul style="list-style-type: none"> <li>• Certificate(s) of insurance coverage (Certificate) satisfactory to the District, and a copy of an Additional Insured endorsement confirming the District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services under this Contract.</li> <li>• Renewal Certificates shall be provided to the District not less than ten (10) days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.</li> <li>• Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the</li> </ul>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>Without limiting Contractor's indemnification of the District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. 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 Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.</p> <p>8.24.1 Evidence of Coverage and Notice to District</p> <ul style="list-style-type: none"> <li>• Certificate(s) of insurance coverage (Certificate) <del>satisfactory to</del> <b>including</b> the District, <del>and a copy of an as</del> Additional Insured <del>endorsement confirming the District and its Agents (defined below) has been given Insured status</del> under the Contractor's General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services under this Contract.</li> <li>• Renewal Certificates shall be provided to the District <del>not less than</del> <b>within</b> ten (10) days <del>prior to</del> <b>of</b> Contractor's policy <del>expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.</del> <b>renewals.</b></li> <li>• Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. Certificates shall provide the full name of each insurer</li> </ul>



	<p>Certificate shall match the name of the Contractor identified as the contracting party in this Contract. 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 dollars (\$50,000), and list any District required endorsement forms.</p> <ul style="list-style-type: none"> <li>Neither the District’s failure to obtain, nor the District’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.</li> </ul> <p>Certificates and copies of any required endorsements shall be sent to:</p> <p style="padding-left: 40px;">Consolidated Fire Protection District of Los Angeles County Materials Management/Contracts Section 5801 s. Eastern Ave., Suite 100 Commerce, CA 90040-4001</p> <p>Contractor also shall promptly report to the District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or</p>	<p>providing coverage, <b>and</b> its NAIC (National Association of Insurance Commissioners) identification number, <del>its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.</del></p> <ul style="list-style-type: none"> <li>Neither the District’s failure to obtain, nor the District’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.</li> </ul> <p>Certificates <del>and copies of any required endorsements</del> shall be sent to:</p> <p style="padding-left: 40px;">Consolidated Fire Protection District of Los Angeles County Materials Management/Contracts Section 5801 s. Eastern Ave., Suite 100 Commerce, CA 90040-4001</p> <p>Contractor also shall promptly report to the District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify the District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.</p> <p>8.24.2 Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, <b>Agents</b>, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under</p>
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	<p>District.</p> <p>8.24.2 Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor’s Commercial General Liability and Commercial Aviation General Liability policies with respect to liability arising out of Contractor’s products and/or ongoing and completed operations, provided to and/or performed on behalf of the District. The District 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 District. The full policy limits and scope of protection also shall apply to the District and its Agents as an additional insured, even if they exceed the District’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.</p> <p>8.24.3 Cancellation of or Changes in Insurance Contractor shall provide the District with, or Contractor’s insurance policies shall contain a provision that the District 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 the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) 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 Contract, in the sole discretion of the District, upon which the District may suspend or</p>	<p>Contractor’s Commercial General Liability <del>and Commercial Aviation General Liability policies with respect to liability arising out of Contractor’s products and/or ongoing and completed operations, provided to and/or performed on behalf of the District. The District and its Agents</del> <b>policy. The District</b> additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor’s acts or omissions, <del>whether such liability is attributable to the Contractor or to the District. The full policy limits and scope of protection also shall apply to the District and its Agents as an additional insured, even if they exceed the District’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement.</del> <b>Evidence of inclusion as additional insured on the certificate of insurance</b> form is acceptable providing it satisfies the Required Insurance provisions herein.</p> <p>8.24.3 Cancellation of or Changes in Insurance Contractor shall provide the District with, <del>or Contractor’s insurance policies shall contain a provision that the District shall receive,</del> written notice of cancellation or any <b>adverse material</b> change in Required Insurance, <del>including insurer, limits of coverage, term of coverage or policy period.</del> The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or <del>policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.</del> <b>adverse material policy change.</b></p> <p>8.24.4 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 Contract, upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. <del>The District, at its sole discretion, may</del></p>
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	<p>terminate this Contract.</p> <p>8.24.4 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 Contract, upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.</p> <p>8.24.5 Insurer Financial Ratings Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:-:VII unless otherwise approved by the District.</p> <p>8.24.6 Contractor's Insurance Shall Be Primary Contractor's insurance policies, with respect to any claims related to this Contract shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.</p> <p>8.24.7 Waivers of Subrogation To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.</p>	<p><del>obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.</del></p> <p>8.24.5 Insurer Financial Ratings Coverage shall be placed with insurers <del>acceptable to the District</del> with A.M. Best ratings of not less than A:-:VII unless otherwise approved by the District.</p> <p>8.24.6 Contractor's Insurance Shall Be Primary Contractor's insurance policies, with respect to <del>any claims related to this Contract,</del> <u>damages caused by Contractor</u> shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.</p> <p>8.24.7 Waivers of Subrogation To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required Insurance for any loss arising from or relating to this Contract. <del>The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.</del> <u>except for loss caused by the District's negligence or misconduct.</u></p> <p>8.24.8 Sub-Contractor Insurance Coverage Requirements <del>Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide the District with each Sub-Contractor's separate evidence of insurance coverage.</del> Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, <del>and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability</del></p>
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	<p>8.24.8 Sub-Contractor Insurance Coverage Requirements Contractor shall include all Sub-Contractors as insureds under Contractor’s own policies, or shall provide the District with each Sub-Contractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor’s General Liability policy. Contractor shall obtain District’s prior review and approval of any Sub-Contractor request for modification of the Required Insurance.</p> <p>8.24.9 Deductibles and Self-Insured Retentions (SIRs) Contractor’s policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the District, 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.</p> <p>8.24.10 Claims Made Coverage If any part of the Required Insurance is written on any claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.</p> <p>8.24.11 Application of Excess Liability Coverage Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the</p>	<p><del>policy. Contractor shall obtain District’s prior review and approval of any Sub-Contractor request for modification of the Required Insurance.</del></p> <p>8.24.9 Deductibles and Self-Insured Retentions (SIRs) Contractor’s policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. <del>The District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the District, 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.</del></p> <p>8.24.10 Claims Made Coverage If any part of the Required Insurance is written on any claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.</p> <p>8.24.11 Application of Excess Liability Coverage Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.</p> <p>8.24.12 Separation of Insureds <del>All The required commercial general liability policies policy 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.</del></p> <p><del>8.24.13 Alternative Risk Financing Programs The District reserves the right to review, and then approve,</del></p>
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		<p>underlying primary policies, to satisfy the Required Insurance provisions.</p> <p>8.24.12 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.</p> <p>8.24.13 Alternative Risk Financing Programs The District 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 District and its Agents shall be designated as an Additional Covered Party under any approved program.</p> <p>8.24.14 District Review and Approval of Insurance Requirements The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District’s determination of changes in risk exposures.</p>	<p><del>Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The District and its Agents shall be designated as an Additional Covered Party under any approved program.</del></p> <p>8.24.14 District Review and Approval of Insurance Requirements The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District’s determination of changes in risk exposures <u>and subject to Contractor’s agreement with such changes. Any such changes shall be effected by way of an amendment to this Agreement signed by both parties.</u></p>																
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE																
8.25 Insurance Coverage	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:</p> <table border="0"> <tr> <td>General Aggregate:</td> <td>\$2 million</td> </tr> <tr> <td>Products/Completed Operations Aggregate:</td> <td>\$1 million</td> </tr> <tr> <td>Personal and Advertising Injury:</td> <td>\$1 million</td> </tr> <tr> <td>Each Occurrence:</td> <td>\$1 million</td> </tr> </table> <p>8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with</p>	General Aggregate:	\$2 million	Products/Completed Operations Aggregate:	\$1 million	Personal and Advertising Injury:	\$1 million	Each Occurrence:	\$1 million	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.25.1 Commercial General Liability insurance (providing scope of coverage <b>substantially</b> equivalent to ISO policy form CG 00 01), <del>naming</del><b>including</b> the District <del>and its Agents</del> as an additional insured, with limits of not less than:</p> <table border="0"> <tr> <td>General Aggregate:</td> <td><b>\$3</b> million</td> </tr> <tr> <td>Products/Completed Operations Aggregate:</td> <td>\$1 million</td> </tr> <tr> <td>Personal and Advertising Injury:</td> <td>\$1 million</td> </tr> <tr> <td>Each Occurrence:</td> <td>\$1 million</td> </tr> </table> <p>8.25.2 Automobile Liability insurance (providing scope of coverage <b>substantially</b> equivalent to ISO policy form CA 00 01)</p>	General Aggregate:	<b>\$3</b> million	Products/Completed Operations Aggregate:	\$1 million	Personal and Advertising Injury:	\$1 million	Each Occurrence:	\$1 million
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Personal and Advertising Injury:	\$1 million																		
Each Occurrence:	\$1 million																		

		<p>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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.</p> <p>8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than one million (\$1,000,000) 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) 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.</p>	<p>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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.</p> <p>8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than one million (\$1,000,000) per accident. <del>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 District as the Alternate Employer, and the endorsement form shall be modified to provide that the District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.</del> 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.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.26 Liquidated Damages	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.26.1 <del>If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by</del></p>

	<p>from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.</p> <p>8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) 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 the 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 one hundred dollars (\$100) (this amount is established by each Department) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the 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 the County, as</p>	<p><del>the Department Head, or his/her designee, in a written notice describing the reasons for said action. <u>The Contractor shall be liable for liquidated damages, payable in the form of a credit to the District, as set forth in Article V, paragraph 10 of the Statement of Work – Exhibit A.</u></del></p> <p><del>8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) 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 the 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 one hundred dollars (\$100) (this amount is established by each Department) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the 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 the County, as determined by the County.</del></p> <p><del>8.26.3 The action noted in Paragraph 8.26.2 shall not be</del></p>
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		<p>determined by the County.</p> <p>8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.</p> <p>8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.</p>	<p><del>construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.</del></p> <p><del>8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.27 Most Favored Public Entity	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.27 Intentionally Omitted</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.28 Nondiscrimination and Affirmative Action	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.</p>

	<p>8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor’s EEO Certification.</p> <p>8.28.3 The 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, 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.</p> <p>8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.</p> <p>8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.</p> <p>8.28.6 The Contractor shall allow District representatives access to the Contractor’s employment records during regular business hours to verify compliance with the</p>	<p>8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor’s EEO Certification.</p> <p>8.28.3 The 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, 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.</p> <p>8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.</p> <p>8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.</p> <p><del>8.28.6 The Contractor shall allow District representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the District.</del></p> <p>8.28.7 <del>If the District</del> <b><u>If a court of competent jurisdiction in the State of California</u></b> finds that any provisions of this subparagraph</p>
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		<p>provisions of this subparagraph 8.28 when so requested by the District.</p> <p>8.28.7 If the District finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.</p> <p>8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole 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 or suspending this Contract.</p>	<p>8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. <del>While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.</del></p> <p><del>8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole 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 or suspending this Contract.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.30 Notice of Delays	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.30 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.30 Intentionally Omitted</p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.32 Notice to Employees Regarding the Federal Earned Income Credit	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.32 The Contractor shall notify its employees, and shall require each Sub-Contractor to 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 No. 1015.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.32 The Contractor shall notify its employees, <del>and shall require each Sub-Contractor to notify its employees,</del> 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 No. 1015.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.33 The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, 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 of this Contract and is also available on the Internet at <a href="http://www.babysafela.org">www.babysafela.org</a> for printing purposes.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.33 Intentionally Omitted</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.34 Notices	Language Added	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The District's Contract Administrator or District's Contract Manager shall have the authority to issue all notices or</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The District's Contract Administrator or District's Contract Manager shall have the authority to issue all notices or demands required or permitted by the District under this Contract. <a href="#">Any legal notice</a></p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.36 Public Records Act	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required in the process for this Contract, become the exclusive property of the District. 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”. The District 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.</p> <p>8.36.2 In the event the District 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 proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.</p>	<p><u>sent by one party to the other shall be effective on the date upon which receipt can be confirmed by the receiving party.</u></p> <p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.36.1 Any <u>tangible</u> documents submitted by the Contractor; <del>all information</del> <u>any tangible documents</u> obtained in connection with the District’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to sub-paragraph <del>8.39</del><u>38</u> - Record Retention and Inspection/Audit Settlement of this Contract; as well as those <u>tangible</u> documents which were required in the process for this Contract, <u>(collectively, the “Tangible Documents”)</u>, become the <del>exclusive</del> property of the District. <del>All such documents</del> <u>Notwithstanding the foregoing, Contractor reserves ownership and property rights in and to any intangible property, including but not limited to intellectual property, contained within the Tangible Documents subject to the limitations and exemptions set forth in California Government Code Section 6254, including but not limited to Section 6254 (k), and the California Evidence Code. Section 1060, all Tangible Documents</u> 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”. The District shall not <del>in any way</del> be liable <del>or responsible</del> for the disclosure of any such records including, without limitation, those so marked, <del>if</del> to the extent such disclosure is required by law, or by an order issued by a court of competent jurisdiction.</p> <p><del>8.36.2 In the event the District 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 proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the District from all</del></p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.37 Publicity	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:</p> <ul style="list-style-type: none"> <li>• The Contractor shall develop all publicity material in a professional manner; and</li> <li>• During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.</li> </ul> <p>8.37.2 The Contractor may, without the prior written consent of the District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this subparagraph 8.37 shall apply.</p>	<p><del>costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.</del></p> <p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.37.1 <del>The</del> <u>Neither the District nor the</u> Contractor shall <del>not</del> disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or <u>as</u> required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:</p> <ul style="list-style-type: none"> <li>• The Contractor shall develop all publicity material in a professional manner; and</li> <li>• During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.</li> </ul> <p>8.37.2 The Contractor may, without the prior written consent of the District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this subparagraph 8.37 shall apply.</p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.38 Record Retention and Inspection-Audit	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The</p>

<p><b>Settlement</b></p>	<p>accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District, during the term of this Contract, and for a period of five (5) years thereafter unless the District’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District’s option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.</p> <p>8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).</p>	<p>Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. <del>The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract.</del> All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, <u>(to the extent directly allocable to this Contract)</u>, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District, <u>upon reasonable request and for purposes of ensuring compliance with this Agreement</u>, during the term of this Contract, and for a period of five (5) years thereafter unless the District’s written permission is given to dispose of any such material prior to such time. <del>All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District’s option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.</del></p> <p>8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).</p> <p>8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.3938 shall constitute a material breach of this Contract upon which the District may</p>
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		<p>8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.</p> <p>8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District’s dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District’s dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District’s maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.</p>	<p>terminate or suspend this Contract.</p> <p>8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District <del>conduct</del> <u>request</u> an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District’s dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District’s dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, <del>provided that in no event shall the District’s maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.39 Recycled Bond Paper	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.39 Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.39 Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper <del>to the maximum extent possible</del> on this Contract <u>to the extent commercially reasonable.</u></p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.40 Subcontracting	Language Deleted	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.</p> <p>8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request: A description of the work to be performed by the Sub-Contractor; A draft copy of the proposed subcontract; and Other pertinent information and/or certifications requested by the District.</p> <p>8.40.3 The Contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.</p> <p>8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.</p> <p>8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this District right.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.40 Intentionally Omitted</p>



		<p>8.40.6 The District’s Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.</p> <p>8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District’s consent to subcontract.</p> <p>8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the District from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:                  Consolidated Fire Protection District                  of Los Angeles County                  Materials Management/Contracts Section                  Contracts Division                  5801 S. Eastern Ave., Suite 100                  Commerce, CA 90040-4001                  Before any Sub-Contractor employee may perform any work hereunder.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<p><b>8.41 Termination for Breach of Warranty to Maintain</b></p>	<p><b>Language Deleted</b></p>	<p><b><u>STANDARD LANGUAGE:</u></b>                  8.41 Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute default</p>	<p><b><u>REVISE LANGUAGE TO:</u></b>                  8.41 Intentionally Omitted</p>



<p><b>Compliance with County’s Child Support Compliance Program</b></p>		<p>under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<p><b>8.42 Termination for Convenience</b></p>	<p>Language Revised</p>	<p><b><i>STANDARD LANGUAGE:</i></b>                      8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor 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 ten (10) days after the notice is sent.                       8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:  <ul style="list-style-type: none"> <li>• Stop work under this Contract on the date and to the extent specified in such notice, and</li> <li>• Complete performance of such part of the work as shall not have been terminated by such notice.</li> </ul>                     8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.</p>	<p><b><i>REVISE LANGUAGE TO:</i></b>  <del>8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor 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 ten (10) days after the notice is sent.</del>  <u><b>This Contract may be terminated by the District in accordance with Article VI, paragraph VI, of the Statement of Work – Exhibit A.</b></u>   <del>8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:</del>  <ul style="list-style-type: none"> <li><del>• Stop work under this Contract on the date and to the extent specified in such notice, and</del></li> <li><del>• Complete performance of such part of the work as shall not have been terminated by such notice.</del></li> </ul>                     8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor</p>

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<p><b>8.43 Termination for Default</b></p>	<p><b>Language Revised</b></p>	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.43.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District’s Project Director:</p> <ul style="list-style-type: none"> <li>• Contractor has materially breached this Contract; or</li> <li>• Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or</li> <li>• Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.</li> </ul> <p>8.43.2 In the event that the District terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.</p>	<p>under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.</p> <p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.43.1 The District may, by written notice to the Contractor, terminate <del>the whole or any part of</del> this Contract, if, <del>in the judgment of District’s Project Director:</del></p> <ul style="list-style-type: none"> <li>• Contractor has materially breached this Contract; <del>or</del></li> <li>• <del>Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or</del></li> <li>• <del>Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing)</del> <b>remains in default for a period of thirty (30) Days</b> after receipt of <del>written notice from the District specifying such failure thereof.</del></li> </ul> <p>8.43.2 <del>In the event that the District terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph. This</del> <b>Contract shall automatically terminate upon the occurrence of certain events, as set forth in Article VI, paragraph 1 of the Statement of Work – Exhibit A.</b></p>

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

~~8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.~~

~~8.43.4 If, after the District has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.~~

~~8.43.5 The rights and remedies of the District provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.~~

		8.43.5 The rights and remedies of the District provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.45 Termination for Insolvency	Language Revised	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:</p> <ul style="list-style-type: none"> <li>• Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) 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 Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;</li> <li>• The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;</li> <li>• The appointment of a Receiver or Trustee for the Contractor; or</li> <li>• The execution by the Contractor of a general assignment for the benefit of creditors.</li> </ul> <p>8.45.2 The rights and remedies of the District provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:</p> <ul style="list-style-type: none"> <li>• Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) 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 Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;</li> <li>• The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;</li> <li>• The appointment of a Receiver or Trustee for the Contractor; or</li> <li>• The execution by the Contractor of a general assignment for the benefit of creditors.</li> </ul> <p><del>8.45.2 The rights and remedies of the District provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.</del></p>
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
8.47 Termination for Non- Appropriation	Language Added	<p><b><u>STANDARD LANGUAGE:</u></b></p> <p>8.47 Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this</p>	<p><b><u>REVISE LANGUAGE TO:</u></b></p> <p>8.47 Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the</p>

<p><b>of Funds</b></p>		<p>Contract during any of the District’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Contract in the District’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.</p>	<p>District’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Contract in the District’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date, <u>but no later than June 30 of the last fiscal year for which funds were appropriated.</u></p>
<p><b>SECTION</b></p>	<p><b>CHANGE</b></p>	<p><b>STANDARD TERMS &amp; CONDITIONS</b></p>	<p><b>NEGOTIATED LANGUAGE</b></p>
<p><b>8.49 Waiver</b></p>	<p><b>Language Revised</b></p>	<p><u><b>STANDARD LANGUAGE:</b></u> No waiver by the District party of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.</p>	<p><u><b>REVISE LANGUAGE TO:</b></u> No waiver by <del>the District</del> <u>either party</u> of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of <del>the District</del> <u>a party</u> to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. <del>The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.</del></p>
<p><b>SECTION</b></p>	<p><b>CHANGE</b></p>	<p><b>STANDARD TERMS &amp; CONDITIONS</b></p>	<p><b>NEGOTIATED LANGUAGE</b></p>
<p><b>8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program</b></p>	<p><b>Language Deleted</b></p>	<p><u><b>STANDARD LANGUAGE:</b></u> 8.51 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County and its Special Districts 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.  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</p>	<p><u><b>REVISE LANGUAGE TO:</b></u> 8.51 Intentionally Omitted</p>

		this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<b>8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program</b>	<b>Language Deleted</b>	<b><u>STANDARD LANGUAGE:</u></b> 8.52 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the District under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which the District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.	<b><u>REVISE LANGUAGE TO:</u></b> 8.52 Intentionally Omitted
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<b>8.53 Time Off for Voting</b>	<b>Language Deleted</b>	<b><u>STANDARD LANGUAGE:</u></b> 8.53 Time off for Voting The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.	<b><u>REVISE LANGUAGE TO:</u></b> 8.53 Intentionally Omitted
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE
<b>9.1 Patent, Copyright and Trade Secret Indemnification</b>	<b>Language Deleted</b>	<b><u>STANDARD LANGUAGE:</u></b> 9.1 Patent, Copyright and Trade Secret Indemnification 9.1.1 The Contractor shall indemnify, hold harmless and defend the County and the District from and against any	<b><u>REVISE LANGUAGE TO:</u></b> 9.1 Intentionally Omitted

	<p>and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, 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, arising from or related to the operation and utilization of the Contractor's work under this Contract. The District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.</p> <p>9.1.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:</p> <ul style="list-style-type: none"> <li>☐ Procure for District, all rights to continued use of the questioned equipment, part, or software product; or</li> <li>☐ Replace the questioned equipment, part, or software product with a non-questioned item; or</li> <li>☐ Modify the questioned equipment, part, or software so that it is free of claims.</li> </ul> <p>9.1.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.</p>	
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