



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

May 08, 2018

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

Dear Supervisors:

APPROVAL OF SOLE SOURCE CONTRACT WITH PRATT & WHITNEY CANADA ENGINE SERVICES, INC. FOR REPAIR AND OVERHAUL OF PRATT & WHITNEY CANADA PT6T-3B AND PT6T-3D ENGINES AND ACCESSORIES FOR BELL 412 HELICOPTERS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a sole source contract with Pratt & Whitney Canada Engine Services, Inc., (P&WC) for repair and overhaul of P&WC PT6T-3B and PT6T-3D engines and accessories for the District's Bell 412 helicopters. P&WC is the Original Equipment Manufacturer (OEM) and provides engine and accessory repair and overhaul services for the District's Bell 412 helicopters. Obtaining the requested services from the OEM will ensure continuity of services for the Bell 412 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 Chair to sign the attached contract (Attachment A) with P&WC to provide repair and overhaul services of P&WC PT6T-3B and PT6T-3D engines and accessories for the District's Bell 412 helicopters. The term of the contract will be for three years, with two one-year and 12 month-to-month extension options, not to exceed a total contract term of six years. The contract shall commence upon Board approval.
2. Authorize the maximum contract sum of \$4,500,000, in an amount not to exceed \$750,000 per contract year. The maximum contract expenditure includes the initial contract term of three years, with two one-year extensions and 12 month-to-month extensions. The maximum contract sum represents the total contract cost based on the District's annual budget for these services.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 May 8, 2018

A handwritten signature in black ink, appearing to read 'Celia Zavala'.

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

3. Delegate authority to the Fire Chief, or his designee, to amend, suspend, and/or terminate this contract, if deemed necessary, in accordance with the terms of the contract. In addition, delegate authority to the Fire Chief, or his designee, to exercise the extensions as described in paragraph one above and increase the hourly rates which are subject to annual escalation based on a combination of Consumer Price Index (CPI) and Parts Price Index (PPI).
4. Find this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the District to obtain continued repair and overhaul services required for flight readiness of its Bell 412 helicopters. P&WC will provide intermittent and as-needed repairs and overhauls to the turbine engines and accessories installed on the District's Bell 412 helicopters. The District currently has a fleet of five helicopters powered by P&WC's PT6T-3B and PT6T-3D series engines and combining gear box (c-box); therefore, obtaining the requested services from the OEM will ensure continuity in the service of the Bell 412 helicopters.

Approval of the recommended actions will enable the District to continue to provide essential services throughout Los Angeles County, such as emergency helicopter medical transports and wildland firefighting.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The maximum contract expenditure for this service is \$750,000 annually. The District's Fiscal Year 2017-18 Final Adopted Budget includes sufficient funds for these services. Funding required for continuing these services will be budgeted annually. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

P&WC is the OEM and all repairs and overhauls of the Bell 412 helicopter engines will be completed in accordance with OEM and Federal Aviation Administration guidelines. Health and Safety Code Section 13861 authorizes the District to contract with independent contractors to perform such services for the District. These services are on an as-needed basis; therefore, this contract is not a Proposition A Contract, pursuant to Los Angeles County Code, Section 2.121.250.

These services are currently authorized through an adopted Board letter dated October 9, 2012, authorizing the District to contract with P&WC for engine and accessory maintenance, repair, and modification services for its fleet of Bell 412 helicopters. As the OEM, P&WC ensures continuity in servicing the Bell 412 helicopters and continuance of their warranty.

The contract has been approved as to form and has been signed by both County Counsel and P&WC.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District notified your Board on May 4, 2017, of our intent to negotiate a sole source contract with P&WC (Attachment B), per your Board's contracting policy requirements. In addition, we have provided the sole source checklist (Attachment C) approved by the Chief Executive Office detailing our justification for use of a sole source contract.

The CEO Risk Management Branch reviewed the sample contract and concurred with the provisions related to insurance and indemnification. P&WC has agreed to comply with all Board-directed contract clauses except as specified in (Attachment D).

These terms and conditions were negotiated by the District with the assistance of the CEO Risk Management Division and County Counsel, and the provisions as described in Attachment D represent the best position obtained by the District.

This contract is submitted with the negotiated terms and conditions and is recommended to your Board for approval with the District's belief it represents a minimal risk position for the District. The purpose of this contract is to provide repair and overhaul of P&WC PT6T-3B and PT6T-3D engines and accessories for the District's Bell 412 helicopters. These services are necessary and essential for flight and public safety.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract for as-needed repair and overhaul services of P&WC's PT6T-3B and PT6T-3D engines and accessories will allow the District to continue to obtain repair and overhaul services for its Bell 412 helicopters. The Bell 412 helicopters serve a critical role in fire suppression, disaster response and recovery, and emergency medical response provided by the District throughout Los Angeles County. These services are critical when circumstances necessitate a quick response to threats on life, property, and the environment.

CONCLUSION

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

Executive Office, Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II

The Honorable Board of Supervisors

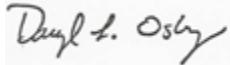
5/8/2018

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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,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:ah

Enclosures

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

ATTACHMENT A

CONTRACT



78808

BY AND BETWEEN

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

AND

PRATT & WHITNEY ENGINE SERVICES, INC.

FOR

**REPAIR AND OVERHAUL OF PRATT & WHITNEY CANADA
PT6T-3B & PT6T-3D ENGINES AND ACCESSORIES
FOR BELL 412 HELICOPTERS**

SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Sheets
- C Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G Contractor Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Intentionally Omitted

UNIQUE EXHIBITS

- J Contract Discrepancy Report
- K Performance Requirements Summary Chart

CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
PRATT & WHITNEY ENGINE SERVICES, INC.
FOR
REPAIR AND OVERHAUL OF PRATT & WHITNEY CANADA PT6T-
3B & PT6T-3D SERIES ENGINES AND ACCESSORIES FOR BELL
412 HELICOPTERS

This Contract (as defined herein) made and entered into this 8th day of May, 2018 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Pratt & Whitney Engine Services, Inc., a West Virginia corporation, hereinafter referred to as "Contractor".

RECITALS

78808

WHEREAS, the District may contract with private businesses for maintenance, repair and overhaul of Pratt & Whitney Canada PT6T-3B & PT6T-3D Series Engines and Accessories for Bell 412 Helicopters when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing maintenance, repair and overhaul of Pratt & Whitney Canada PT6T-3B & PT6T-3D Series Engines and Accessories; and

WHEREAS, the District is authorized by the Health and Safety Code section 13861 and Government Code section 31000, to contract with public or private contractors specially trained, experienced, expert, and competent to provide helicopter maintenance, repair, and overhaul services on an as-needed and intermittent basis; and

WHEREAS, the District has the responsibility for maintaining, repairing, and overhauling its helicopters to ensure the safety of its employees and to achieve its mission to protect lives, the environment, and property; 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, H, I, J, and K; 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 - Pricing Sheets
- 1.3 Exhibit C - Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Contractor Employee Jury Service Ordinance
- 1.9 Exhibit I - Intentionally Omitted

Unique Exhibits:

- 1.10 Exhibit J - Contract Discrepancy Report
- 1.11 Exhibit K - Performance Requirements Summary

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 Paragraph 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 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.2 Contract:** This agreement executed between District and Contractor, including any and all supplemental agreements hereafter entered between the parties that amend or extend this agreement and/or the service to be performed hereunder. The Contract sets forth the terms and conditions for the issuance and performance of all Work contemplated hereunder.
- 2.3 Contract Funds:** The sum of money allocated for the purposes of this Contract.
- 2.4 Contract Year:** Each successive 12-month period commencing on the effective date of the Contract and each anniversary thereof.
- 2.5 Contractor:** Shall have the meaning set forth in the Recitals.
- 2.6 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.7 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 District:** Shall have the meaning set forth in the Recitals.
- 2.10 District Contract Administrator:** Person designated by the District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District Project Manager.

- 2.11 District Project Director:** Person designated by District to manage the operations of under this Contract.
- 2.12 District Project Manager:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all Work provided by the Contractor.
- 2.13 Fiscal:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.14 Statement of Work:** Exhibit A – Statement of Work attached hereto, which document sets forth the Work to be provided under the Contract, and the directions, provisions, requirements, and special provisions pertaining to the method, frequency, manner and place of performing the same.
- 2.15 Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.17 Work:** The tasks, deliverables, goods, services, and other work to be provided under this Contract as specified in the Statement of Work or elsewhere herein.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all Work as set forth herein.
- 3.2** If the Contractor provides any Work, other than the Work 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 District except in the circumstance that the District knowingly accepts the subject Work and it would be unjustly enriched by acceptance of the same.
- 3.3** Particular Work hereunder shall be ordered by the District's issuance to Contractor of a work authorization; the work authorization shall contain appropriate information for Contractor's review and acceptance consistent with that specified in paragraph 3 of Exhibit C - Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul attached hereto.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for a period of three (3) years commencing upon the date of execution by District's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods by written notice to Contractor in each instance, for a maximum total Contract term of five years. Each such extension option may be exercised at the sole discretion of the Fire Chief or authorized designee.

The District maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a Contract term extension option.

- 4.3** The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the then current term by sending written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The amount the District shall expend from its own funds during the Contract's term shall not exceed **\$750,000** per Contract year (the "Contract Funds").
- 5.1.2** Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from the District.

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 authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to District at the address herein provided in Exhibit E – District's Administration.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any Work 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 District's express prior written approval; *provided that*, Contractor may subcontract, assign, or otherwise delegate Work as specified in Sections 8.2 and 8.40 hereof without further approval or consent of the District and Contractor (or its assignee) shall be entitled to payment for all such Work.

5.3 No Payment for Services Provided Following Expiration-Termination of Contract

5.3.1 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 except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may at its discretion, by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. The District may retrieve the District's property from the Contractor's facility in its then AS IS condition. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the District only for providing the Work specified in the 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 Section 5.4.2 and the Contractor shall be paid only for the Work approved in writing (including by e-mail or facsimile) by the District, which approval shall be provided to Contractor within 10 days of completion of the Work. If the District does not approve any such Work in writing no payment shall be due to the Contractor for that Work unless the District knowingly accepts the Work and it would be unjustly enriched by acceptance of the same.

5.4.2 For the Work provided hereunder, the Contractor shall charge and its invoices shall reflect, and the District shall pay, the prices indicated on the attached Exhibit B - Pricing Sheets, subject to the following paragraphs 1 through 4, inclusive; provided that, the District may elect the prices set forth in Section 5.4.2 apply in lieu of the Exhibit B prices with respect to any overhaul of PT6T-3B:

1. Prices applicable for items delivered in calendar year 2018, during the initial three-year term of this Contract or any extended term shall be the prices designated for such items in the applicable Price List, catalog, or other pricing document published by P&WC for the subject calendar year or in the applicable internal pricing guide prepared and used by P&WC for the subject calendar year, such as the ACS Accessories Services Pricing Guide (collectively, the "P&WC Pricing Documents"), less the corresponding discount indicated on Exhibit B, if any. In cases where no particular P&WC Pricing Document is specified on Exhibit B for an item and only a dollar amount is stated for such item, the parties acknowledge and agree that such dollar amount nonetheless originates from a P&WC Pricing Document (whether published or internal) for calendar year 2018, and the prices applicable to subsequent calendar years shall be derived from the same source for the subsequent calendar year but, in the case only of the hourly rate for Extra Labor/Rework, less a discount of 10% (which discount is already reflected in the pricing for calendar year 2018 in Exhibit B). Upon the District's request, the Contractor will provide to the District an exhibit in the format of Exhibit B that reflects dollar amounts applicable to the then current calendar year.
2. In cases where prices are set forth in two columns designated "Pricing Structure" and "Customer Pricing Structure" on Exhibit B, the Pricing Structure column

reflects standard pricing and the Customer Pricing Structure column reflects the price to be charged the District hereunder.

3. The prices for basic flat rate overhaul are firm-fixed-prices for only the following with regard to overhaul of a normally operating, time-expired Twin Pac, Power Section, or Combining Gearbox, as applicable (an "Engine Assembly"): all labor, exclusive of the exceptions set forth in paragraph (4) below, required to bring the Engine Assembly to a condition of zero time since overhaul, as defined in the applicable P&WC Overhaul Manual or other applicable P&WC or OEM documentation (collectively, "Basic Labor"), which labor consists of the following operations:
 - (i) receiving and unpacking;
 - (ii) disassembly;
 - (iii) cleaning;
 - (iv) fluorescent penetrant inspection and other non-destructive inspection, visual inspection, and dimensional inspection performed following disassembly and cleaning;
 - (v) re-assembly of the Engine Assembly;
 - (vi) testing;
 - (vii) final inspection; and
 - (viii) packing and preparation for shipment.
4. For purposes of the preceding paragraph 3, Basic Labor does not include labor required to perform: (i) repair of parts necessitated by normal wear and tear; (ii) repairs necessitated by an Excludable Condition; or (iii) repairs out-sourced by the Contractor to external vendors or subcontractors, including without limitation proprietary repairs, accessory repairs, and specialized repairs.

"Excludable Condition" shall mean any condition of or damage to an Engine Assembly, as determined by the Contractor, that results from a cause outside of P&WC's control, including:

- (i) improper use, being the installation, storage, maintenance, handling, or operation of an Engine Assembly in a manner that is not consistent with the procedures or limitations approved or recommended at such time by the relevant

- manufacturer or governmental aviation authority;
- (ii) over-temperature or over-speed conditions;
- (iii) lightning strike/electrical discharge;
- (iv) erosion, corrosion, contamination, or sulphidation;
- (v) bird strike or any other type of foreign object damage (FOD);
- (vi) belligerent acts of any government or quasi-government body;
- (vii) neglect, accidents, acts of vandalism or deliberate damage;
- (viii) the use of Engine Assembly parts or details not originally manufactured by or for P&WC;
- (ix) oil system contamination;
- (x) any accident or incident involving the Engine Assembly, including without limitation accidents or incidents involving the aircraft on which the subject Engine Assembly, accessory, or part was then installed, such as hard landings or propeller strikes;
- (xi) impact damage of any type and from any source whatsoever, whether originating from causes within or without the Engine; or
- (xii) fire.

5. The prices for repairs and all other Work provided hereunder other than Basic Labor (as defined in Section 5.4.2(3)) shall be as set forth on Exhibit B.

By written notice provided to the Contractor prior to its induction of the subject engine module, the District may elect, in lieu of the pricing specified in Section 5.4.2, the Contractor shall charge and its invoices shall reflect, and the District shall pay, the price indicated in the following chart for a "Dependable Price Overhaul" of a PT6T-3B Power Section or Combining Gearbox for the subject calendar year, subject to the following paragraphs 1 through 3, inclusive. Dependable Price (DP) Overhaul is not currently offered for the PT6T-3D Power Section or Combining Gearbox and Contractor will let District know if such pricing becomes available through the term of the Contract.

			PT6T-3B Engine Module	
			Power Section	Comb. Gearbox
		Basic DP Overhaul Price	\$244,400	\$166,400
		Capped DP Overhaul Price	\$338,000	N/A
	2019	Basic DP Overhaul Price	\$254,176	\$173,056
		Capped DP Overhaul Price	\$351,520	N/A
	2020	Basic DP Overhaul Price	\$264,343	\$179,978
		Capped DP Overhaul Price	\$365,580	N/A
	2021	Basic DP Overhaul Price	\$274,917	\$187,177
		Capped DP Overhaul Price	\$380,204	N/A
	2022	Basic DP Overhaul Price	\$285,913	\$194,664
		Capped DP Overhaul Price	\$395,412	N/A

1. Availability of a Dependable Price Overhaul is subject to the following conditions: (i) the Contractor must receive a normal, time-expired engine module that was operated in accordance with P&WC-approved documentation and removed for scheduled reasons with no unusual damage or deterioration; and (ii) the engine module must be complete with all its accessories, all of which must be fully functioning upon removal. The Contractor's technician will perform an initial Induction Acceptance Inspection consisting of the following items when the engine module is received:

- Receipt and review of engine logbook(s) with properly documented Time Since New (TSN), Cycles Since New (CSN), Time Since Overhaul (TSO), and Cycles Since Overhaul (CSO) at removal;
- Inspection of the engine module for obvious physical damage, missing parts and components;
- Inspection of the engine module for gross corrosion; and
- Inspection of the compressor for FOD event.

Availability of a Dependable Price Overhaul may be denied by the Contractor, in its discretion, if the Induction Acceptance Inspection of the engine module reveals any of the above-referenced conditions.

2. The prices indicated in the chart in Section 5.4.2 for a

Dependable Price Overhaul are firm-fixed-prices for all labor, parts, and supplies necessary to overhaul the subject engine module and all its external accessories to a condition of zero time since overhaul, as defined in the applicable P&WC Overhaul Manual or other applicable P&WC or Original Equipment Manufacturer (OEM) documentation, in compliance with P&WC Service Bulletin Configuration Category 1 through 6 modifications, as applicable, excepting only the items specified in the following paragraph 3.

3. The following items are excluded from a Dependable Price Overhaul and will be charged over and above the firm-fixed-price for a Dependable Price Overhaul:
 - Repairs necessitated by an Excludable Condition (as defined in Section 5.4.2(4) above), subject to the following for purposes of the Dependable Price Overhaul only: (i) erosion, corrosion, or sulphidation will be considered an Excludable Condition only if so severe as to require unscheduled removal of the engine module; and (ii) FOD will be considered an Excludable Condition only if so severe as to require unscheduled removal of the engine module;
 - Replacement of major housings;
 - Unapproved repairs;
 - Replacement of parts and accessories not received with the engine;
 - Replacement of Quick Engine Change (QEC) parts, or parts and accessories that do not belong to the engine; and
 - Any other item not specifically indicated as included in the preceding paragraph 2.

Further, replacement of blades and replacement of Life Cycle Fatigue (LCF) Parts are NOT included in the Basic DP Overhaul Price and will be charged over and above that price. However, the Capped DP Overhaul Price includes replacement of CT blades and replacement of LCF Parts with serviceable components having at least 8,000 cycles remaining;

The prices to be charged to, and paid, by the District for items excluded under the preceding paragraph that are delivered in any calendar year during the term of this

Contract (whether the initial or an extended term) shall be the prices designated for such items in the applicable P&WC Pricing Documents (as such term is defined in Section 5.4.2(1)) indicated in the following chart, less the corresponding discount indicated in said chart, if any. In the cases of the Hourly Rate for Additional Labor and the Daily Fee for Storage, the parties acknowledge and agree the indicated dollar amount originates from a P&WC Pricing Document for calendar year 2018, and the prices applicable to subsequent calendar years shall be derived from the same source for the subsequent calendar year:

DESCRIPTION	PRICING STRUCTURE (IN USD)
Additional labor: (applicable to accessory and part repairs not covered by a flat rate)	Hourly Rate: \$121.06 (2018)
New parts embodied	P&WC Published List price less 25% discount
New Life limited parts embodied	P&WC Published List price less 25% discount
Used serviceable parts	P&WC Published List price less 50% discount
Accessory and component (repair, overhaul or exchange)	P&WCS (Pratt & Whitney Component Solutions, Inc.) Flat Fee
Sub contract charges	Mark up + 15 %
Storage fees	Daily Fee: \$ 100

5.4.3 The Contractor's invoices shall describe the Work, work hours, and facility and/or other work for which payment is claimed in a manner consistent with the Statement of Work.

5.4.4 The Contractor shall submit invoices to the District promptly following completion of Work, in a manner acceptable to the District Project Manager.

Contractor's invoices shall include the following:

- District's Contract Number
- District's Work Authorization number
- Dates of services
- Copy of approved Work Authorization form or other written authorization of Work
- Name(s) of persons who performed the Work

- A breakdown of service hours, hourly rate, and service costs as separate items, (e.g., service 3 hours @ \$30/hour = \$90.00)
- Itemized pricing for each part, component, and/or volume of raw materials used to complete the Work, a brief description of the service/deliverable(s) for which payment is claimed, and the individual amount invoiced for each service/deliverable
- Itemized list of all parts, components, and materials provided to complete Work (including manufacturer's part numbers), with itemized unit and aggregate pricing therefor
- The total amount of the invoice and/or the not to exceed dollar amount, as applicable

5.4.5 Submission of Invoices

The Contractor shall email one copy of the invoice along with one copy of the Work Authorization form to the following:

ffpod@fire.lacounty.gov for review and approval of invoices
Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices

In addition, the Contractor shall email one copy of the Invoice and all pertinent documentation to each of the following:

Dennis Blumenthal, Project Manager
Email: dennis.blumenthal@fire.lacounty.gov

Derek Alkonis, Project Director
Email: derek.alkonis@fire.lacounty.gov

5.4.6 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District Project Manager 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 or delayed.

5.4.7 Payments to Contractor

Payments to Contractor shall be made within 30 calendar days after receipt by District of proper electronic invoice and acceptance of completed Work by District (as provided in Section 5.4.1), whichever is later. Payments for services received are tendered via warrant or electronic funds transfer (EFT). To receive payments via EFT, the Contractor must email the County Auditor Controller at: disb.directdeposit@auditor.lacounty.gov or call (213) 893-0196. Payments to Contractor shall be made by wire transfer in accordance with the instructions set out in Appendix D to Exhibit C - Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul attached hereto, provided the District has the capacity to complete the wire transfer.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

6.1 District Contract Administration

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

6.2 District Project Director

6.2.1 The role of the District 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.

6.3 District Project Manager

6.3.1 The role of the District Project Manager is to oversee the day-to-day administration of this Contract, and is authorized to include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all 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 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 District in any respect whatsoever.

6.4 District Contract Administrator

6.4.1 The responsibilities of the District's Contract Administrator include:

- Ensuring the objectives of the Contract are met; and
- Making changes in the terms and conditions of the Contract in accordance with Sub-paragraph 8.1, Amendments; and providing direction to the Contractor in the areas relating to the District's policy, and informational and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F - 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.

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

7.3 Approval of Contractor's Staff

7.3.1 District has the absolute right to approve or disapprove all of the Contractor's staff performing Work hereunder at District's facilities and any proposed changes in the Contractor's staff performing Work hereunder at District's facilities.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract at District facilities, who is in a designated sensitive position, as determined by the District at District's sole discretion, shall, if the background check provided by Contractor is not sufficient to District (acting reasonably), undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract at District facilities. 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 the member of Contractor's staff be removed immediately from performing services under the Contract at District's facilities.

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

- 7.5.2 District, in its sole discretion, may immediately deny or terminate access to District's facilities 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.
- 7.5.3 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.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information related to this Contract or Work provided hereunder 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 provided such District policies are furnished to Contractor.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless the County, the District, its officers, employees, and agents (collectively, the "District Indemnities"), 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 (collectively, "Damages"), arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6, except to the extent any such Damages are caused by the negligence or intentional misconduct of any of the District Indemnities. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District. 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 reasonably determined by the District, the 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.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder who are reasonably expected to have access to confidential records or information subject to this Paragraph 7.6 of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to a confidentiality agreement, substantially in the form of the "Contractor Acknowledgement and Confidentiality Agreement" set forth in Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any mutually agreed 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.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may propose 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 propose such additions and/or changes 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 Fire Chief or authorized designee and submitted to Contractor. Any such changes shall be binding upon Contractor only if Contractor agrees to the same by executing the Amendment to the Contract, which may include equitable adjustments as appropriate.
- 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.

8.2 Assignment and Delegation

- 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 District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void; *provided* the Contractor or any of the assignee's permitted in this paragraph may, without any consent or other approval of the District: (i) assign this Contract and delegate the duties hereunder, in whole or in part, to any corporate affiliate of Contractor, including, without limitation Pratt & Whitney Canada Corp. and any member of its service center network; (ii) assign and delegate particular items of the scope of work hereunder to subcontractors or vendors regularly utilized by Contractor or its affiliates, and pre-approved by Contractor's or such affiliate's quality systems, to provide the subject items of the scope of work; *and further provided that*, in the event of any such assignment or delegation, Contractor shall remain the contracting party and liable for the obligations hereunder and the actions of its assignees and delegates, and all limitations upon damages herein shall apply to all assignees and delegatees. For purposes of this paragraph, District 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. 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 District in accordance with applicable provisions of this Contract; *provided* the District's consent shall not be unreasonably withheld in any such event.

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 District's express prior written approval, except as permitted in Paragraphs 8.2.1 and 8.2.2, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

8.3.1 The Contractor represents and warrants 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 all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 *Intentionally Omitted*

8.5 Complaints

8.5.1 The District Project Manager shall submit to the Contractor Project Manager, in writing, any complaints the District may have regarding matters pertaining to the Contract.

8.5.2 The Contractor shall preliminarily investigate all complaints and notify the District Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.3 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.

8.5.4 Copies of written responses setting forth Contractor's resolution of complaints shall be sent to the District Project Manager within ten (10) business days of receipt by Contractor.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, Provincial, and local laws, rules, regulations, and ordinances. Any violation of applicable Federal, State, Provincial, and local laws, rules, regulations, or ordinances shall constitute a material breach of this Contract.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless the District Indemnitees (as defined in Paragraph 7.6.2) from and against any and Damages (as defined in Paragraph 7.6.2) 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, or ordinances, except to the extent any such Damages are caused by the negligence or intentional misconduct of any of the District Indemnities. 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 the District. Notwithstanding the preceding sentence, the District shall have the right to participate in any such defense at its sole cost and expense, except in the event Contractor fails to provide the District with a full and adequate defense, as reasonably determined by the District, 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 District without District's prior written approval.

8.7 Intentionally Omitted

8.8 Compliance with the County's Jury Service Program

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. Contractor will comply with

said sections of the Los Angeles County Code to the extent Contractor is then engaged in performing Work under the Contract in the County.

8.8.2 Written Employee Jury Service Policy.

1. The Contractor has and adheres to a written policy that provides that, to the extent the Contractor is then engaged in performing Work under the Contract in the County, its Employees shall receive from the Contractor no less than five days of regular pay for actual jury service in each calendar year. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph 8.8.2: "contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more District contracts or subcontracts; "Employee" means any California resident who is a full-time employee of the contractor; and "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 District, 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 District under the Contract, the Subcontractor shall also be subject to the provisions of this paragraph to the extent the subcontracted services will be performed in California.
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 District 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 District may also require, at any time during the Contract and at its sole discretion, the Contractor demonstrate, to the District's satisfaction, the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph 8.8.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

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 shall be employed in any capacity by the Contractor, to Contractor's best knowledge, or have any other direct or indirect financial interest in this Contract, to Contractor's best knowledge. 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 applicable conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants 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 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, 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 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 years but may exceed five 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, the Contractor has done any of the following: 1) violated a term of a contract with the District or a nonprofit corporation created by the District, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, 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 or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence 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 years, that Contractor may after the debarment has been in effect for at least five 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 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 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 years; 2) the debarment has been in effect for at least five 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 the County has established a goal of ensuring all individuals who benefit financially from the County through contracts 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 its LA County-based operations are 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 District's Quality Assurance Plan

The District or its agent(s) 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.

- 8.15.1 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.

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. Such repairs shall be commenced promptly after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence, and completed in a timely manner under the circumstances. Contractor shall not be responsible for any indirect, incidental or consequential damages related to the aforesaid damage including, without limitation, economic loss, and any other exemplary, punitive or similar damages, unless caused by the knowing violation of law or intentional acts of Contractor, or its employees, agents, or Subcontractors.

- 8.16.2 If the Contractor fails to make timely repairs, the District may make any necessary repairs. All reasonable costs incurred 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 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 in the United States 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 in the United States, 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 The Contractor shall indemnify, defend, and hold harmless, the District Indemnitees (as defined in Paragraph 7.6.2) 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 Paragraph 8.1 (Amendments) 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

- 8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act with respect to Work performed in the United States 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 in the United States 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 beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 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 pre-qualified in Contractor's quality system, at prices no greater than those charged by the Subcontractor, and in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.20.2, 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 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.

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 agrees 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 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.

8.23 Indemnification

- 8.23.1 The Contractor shall indemnify, defend and hold harmless the District Indemnitees (as defined in Paragraph 7.6.2) from and against any and all Damages (as defined in Paragraph 7.6.2) with respect to personal injury or loss or damage to property of third parties to the extent directly caused by the acts or omissions of Contractor or its agents, employees, or Subcontractors in connection with this Contract or its performance; *provided that*, the foregoing indemnification obligation shall not apply to the extent such injury, loss or damage is caused by the negligence or willful misconduct of any of the District Indemnitees. In no event shall Contractor be responsible

for any indirect, punitive, incidental or consequential damages. In no event shall the liability of Contractor exceed in the aggregate the cost of the services provided for the applicable goods. The District releases Contractor from and against all liability beyond such maximum liability.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting or expanding Contractor's indemnification of District, and during the term of this Contract, Contractor shall provide and maintain, at its own expense, programs of insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract (the "Required Insurance"). Strictly with respect to loss to the extent arising out of Contractor's legal liability as defined by this Contract, the Required Insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of a contractor's actions or omissions. The District in no way warrants the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) shall be delivered to the District at the address shown below prior to commencing Work under this Contract.
- Renewal Certificates shall be provided to the District upon the District's written request.
- 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.
- 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 and copies of any required endorsements shall be sent to:

**Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040-4001
Attention: Contract Administrator**

Contractor also shall promptly report to District any injury or property damage accident or incident related to this Agreement and reasonably estimated to exceed \$5,000, 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 District of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.24.3 Intentionally Omitted

8.24.4 Cancellation of or Changes in Insurance

Contractor's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any material adverse change below minimum Required Insurance, including insurer, limits of coverage, term of coverage or policy period, and Certificates of Insurance provided to the District shall evidence the same. The written notice shall be provided to 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 terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District may recover from Contractor damages resulting from Contractor's failure to maintain Required Insurance. 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.

8.24.6 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 District.

8.24.7 Contractor's Insurance Shall Be Primary

With respect to only claims for which Contractor is responsible that result directly and entirely from Contractor's negligence, Contractor's insurance policies shall be primary with respect to all other sources of coverage available to Contractor.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against District under all the Required Insurance for any loss for which Contractor is responsible, and Certificates of Insurance provided to the District shall evidence the same.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor agrees that its Subcontractors will have insurance coverage reasonable and necessary for their respective scopes of work.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this 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.

8.24.12 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.

8.24.13 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.

8.24.14 Alternative Risk Financing Programs

The District understands and acknowledges that Contractor intends to utilize one or more of the following to satisfy the Required Insurance provisions: self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance (collectively, "Alternative Risk Financing Programs"). The District may, in its discretion, elect to review and evaluate the adequacy of Contractor's Alternative Risk Financing Programs.^f In the event that, following such review, the District determines that Contractor's Alternative Risk Financing Programs are inadequate, the District's sole remedy shall be to terminate this contract by written notice to Contractor and neither party shall thereafter have any further obligations hereunder except as expressly provided otherwise.

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and request adjustment to the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures. Any such request shall be considered and processed as a request for a change pursuant to Paragraph 8.1.2.

8.25 Insurance Coverage

8.25.1 Aviation Commercial Liability Coverage

Insurance with limits of not less than the following and include a severability of interest clause providing that such policy shall operate in the same manner as if there were separate policy covering each insured:

Premises Liability (incl. on airport) & Contractual Liability	\$50 million/occurrence
Products/Completed Operations	\$50 million/occurrence
Personal and Advertising Injury	\$25 million/offense
Hangerkeepers Liability	\$50 million/each aircraft/occurrence

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this 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.

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

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.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees all persons employed by it in the United States 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 D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure applicants in the United States are employed, and employees in the United States 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 it will deal with its Subcontractors, 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 it 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, all to the extent the subject person performs Work in the United States.

- 8.28.6 The Contractor shall allow District representatives access to the Contractor's Affirmative Action plan on file pertinent to its Los Angeles County-based facility during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds any provisions of this Paragraph 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.
- 8.28.8 The parties agree in the event the Contractor violates any of the anti-discrimination provisions of this Contract with respect to Work performed in California, 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.

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 District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of Work. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or designee shall attempt to resolve it. Notwithstanding the foregoing, Contractor reserves the right to pursue an alternate course of action.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees in the United States, and shall require each Subcontractor to notify its employees in the United States, 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 Contract Administrator shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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 documents submitted by the Contractor to the District in connection with Contractor's performance of this Contract or in connection with negotiation of 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 subject to the exceptions in the California Government Code Section 6250 et seq. (Public Records Act) for items 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. In the event of any request by any third party for items marked "trade secret", "confidential", or "proprietary", the District shall promptly notify Contractor of the request and provide Contractor an opportunity to oppose the request.
- 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 cooperate with the District in defending such action.

8.37 Publicity

- 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:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 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

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 County of Los Angeles, provided the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall, in a manner consistent with its ordinary practices, maintain accurate and complete work authorization files and records of all Work performed by Contractor under this Contract during the term of this Contract and for a period of three (3) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. The Contractor agrees the District, or its authorized representatives, shall have access to and the right to examine, audit, and summarize (but not copy) such files and records. All such material shall be maintained by the Contractor at the location at which Contractor ordinarily maintains material of a similar nature under other contracts. If any such material is located outside Los Angeles County, the District shall be solely responsible for travel, per diem, and other costs incurred by the District to examine, audit, or summarize such material at such other location.

In the event 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 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 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 three (3) 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 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 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.

8.39 Recycled Bond Paper

- 8.39.1 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.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**; *provided* the Contractor or any of the assignee's or Subcontractors permitted in this paragraph may, without any consent or other approval of the District: (i) subcontract or assign requirements and/or duties under this Contract, in whole or in part, to any corporate affiliate of Contractor, including, without limitation Pratt & Whitney Canada Corp. and any member of its service center network; (ii) subcontract, assign or delegate particular items of the scope of work hereunder to Subcontractors or vendors regularly utilized by Contractor or its affiliates, and pre-approved by Contractor's or such affiliate's quality systems, to provide the subject items of the scope of work. Any attempt by the Contractor to subcontract without the prior consent of the District, except as permitted above without consent or approval, may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract in instances when the District's approval is required, the Contractor shall

provide the following information promptly at the District's request:

8.40.2.1 A description of the Work to be performed by the Subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the District.

8.40.3 Intentionally Omitted

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

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 Subcontractor employees, providing services at District's facilities under this Contract; *provided* the District shall exercise such right reasonably. In the event the District cancels or withdraws any prior approval of personnel and such action materially impacts Contractor's ability to perform under the Contract, Contractor shall so notify the District and its time for performance shall be extended until the parties discuss the situation and determine a mutually agreeable resolution.

8.40.6 The District Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, for those subcontractors for which District's approval is required per 8.40.1, which establish the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance 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 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 Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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:

8.42.2.1 Stop Work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice.

8.42.3 Contractor shall maintain records for any such stopped Work in accordance with Paragraph 8.38.1.

8.43 Termination for Default

8.43.1 The District or Contractor may, by written notice, terminate the whole or any part of this Contract, if, in the reasonable judgment of the District or Contractor:

- 8.43.1.1 The District or Contractor has materially breached this Contract; or
- 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any Work required under this Contract; or
- 8.43.1.3 The 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 thirty (30) business days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure, except in the circumstance that Contractor's failure is a result of the acts or omissions of the District.

8.43.2 In the event the District terminates this Contract in whole or in part as provided in Paragraph 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 for such similar goods and services, except to the extent such excess costs result from purchase of the similar goods and services from a third party. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the reasonable 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 reasonable control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes

beyond the reasonable control of both the Contractor and Subcontractor, 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 Subcontractor were obtainable from other sources pre-qualified in Contractor's quality system, at prices no greater than those charged by the Subcontractor, and in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default), it is determined by the District the Contractor was not in default under the provisions of Paragraph 8.43.1 or the default was excusable under the provisions of Paragraph 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 Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the District and/or Contractor provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The District may, by written notice to the Contractor, immediately terminate the Contract if it is found consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District 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 officer or employee to solicit such improper consideration. The report shall be made either to the District 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:

8.45.1.1 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;

8.45.1.2 The filing of a voluntary petition regarding the Contractor under the Federal Bankruptcy Code, or the filing of an involuntary petition regarding the Contractor under the Federal Bankruptcy Code that is not withdrawn or dismissed within thirty (30) days of filing;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor if the order or decree of appointment is not dismissed, stayed, or vacated within thirty (30) days of its entry; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 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

8.47.1 Notwithstanding any other provision of this Contract excepting Paragraph 5.3.1, 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 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 and the resulting termination of this Contract at the earliest possible date, and Paragraph 5.3.1 shall apply to the termination.

8.48 Validity

8.48.1 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

8.49.1 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 either party 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants 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 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 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 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 District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The Contractor shall provide its employees at its California-based facilities, with information regarding the time off for voting law (Elections Code Section 14000), as needed.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require the Contractor or member of Contractor's staff to be removed immediately from performing services under the Contract. District will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Limitation on Corporate Acts

9.1.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps, to the extent such action would materially affect the performance of this Contract, without first notifying the District in writing no less than 30 days prior to said action. Contractor shall with reasonable promptness notify the District's Contract Administrator in writing of any change in Contractor's corporate name.

9.1.2 If the steps taken by Contractor materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

- Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
- Suspend Contractor from performing Work until a remedy has been reached.
- Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.2 Modifications

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

9.3 Warranties & Remedies of Non-Compliance

9.3.1 Notwithstanding anything to the contrary herein (expressly including, without limitation, any inconsistent provision of the Statement of Work), the exclusive warranties and remedies offered by Contractor with respect to the Work to be provided under this Contract are set forth in the Pratt & Whitney Canada Corp. Service Centre Facilities Repair & Overhaul Warranty, Remedies and Limitations for Engines Installed on Commercial Aircraft attached as Appendix C to Exhibit C - Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul attached hereto, all the provisions of which including, without limitation, the limitations of liability, exclusions and other limitations, are incorporated herein by reference. For purposes of this Contract, references in said Appendix C to "Pratt & Whitney Canada Corp." or "P&WC" shall be deemed references to Contractor and its affiliates.

9.3.2 Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions furnished by the District to Contractor and accepted, in its discretion, by Contractor. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.4 Suspension

9.4.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Work or requirement outlined in this Contract and/or

Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for Work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.4.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall instruct Contractor to stop, in whole or in part, Work under this Contract. During the suspension, Contractor has a continuing obligation to remedy any conditions or processes that resulted in areas of non-compliance identified by the District or its duly authorized representative(s). The District shall monitor Contractor's implementation of such remedy(ies) during the suspension period.
- 9.4.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District Contract Administrator within thirty (30) business days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.4.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.4.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.5 Delivery

Delivery to Contractor of the District's engines requiring Work hereunder, and return delivery of such engines by Contractor to the

District, shall be made as specified in Appendix E to Exhibit C - Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul attached hereto.

9.6 Deliverables

- 9.6.1 The Work to be furnished by Contractor under this Contract shall be provided subject to Contractor's Standard Conditions of Sale for Engine Repair and Overhaul attached as Appendix B to Exhibit C - Contractor's Dependable Price Engine Maintenance Proposal and Flat Rate Overhaul attached hereto, excepting only Sections 10, 11, 13, 14, 17, and 19 thereof, with references therein to "Pratt & Whitney Canada Corp." or "P&WC" being deemed references to Contractor and its affiliates.
- 9.6.2 Title to all goods furnished by Contractor under this Contract shall pass to the District upon delivery as specified in Paragraph 9.5.
- 9.6.3 The Work completed by Subcontractors for the District shall be inspected and approved by the Cypress facility prior to delivery to the District.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles, 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:

PRATT & WHITNEY
ENGINE SERVICES, INC.

By Jacques J. Blanckau
Name

GENERAL MANAGER, PWES
Title

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By Shelley Kuehl
Chair, Board of Supervisors

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

CELIA ZAVALA
Acting Executive Officer
Clerk of the Board of Supervisors

By Shelley Kuehl
Deputy



ATTEST:

CELIA ZAVALA
Acting Executive Officer
of the Board of Supervisors

By Judy Lang

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Mary C. Wickham
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47

MAY 08 2018

Celia Zavala
CELIA ZAVALA
ACTING EXECUTIVE OFFICER

78808



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

May 4, 2017

TO: EACH SUPERVISOR

FROM: DARYL L. OSBY, FIRE CHIEF

SOLE SOURCE NOTIFICATION – SOLE SOURCE CONTRACT NO. 77850 WITH PRATT & WHITNEY ENGINE SERVICES INC., FOR ENGINE AND ACCESSORY MAINTENANCE, REPAIR, AND MODIFICATION SERVICES FOR BELL 412 HELICOPTERS

In accordance with Board Policy 5.100, Sole Source Contracts, this is to inform you that the current Sole Source Contract between the Consolidated Fire Protection District of Los Angeles County (District) and Pratt & Whitney Engine Services, Inc. (Pratt & Whitney), is set to expire on October 25, 2017.

Pratt & Whitney is the original equipment manufacturer and provides engine and accessory maintenance, repair, and modification services for the District's Bell 412 helicopters, under warranty. If engine or engine components of the Bell 412 helicopters are repaired or tampered with in any way by any person other than Pratt & Whitney's network service center facility, the warranty will be void.

The District anticipates initiating the contract process with Pratt & Whitney in the upcoming months and will continue to keep your Honorable Board informed before proceeding with any negotiations.

If you have any questions or require additional information, please contact Chief Deputy Dawnna B. Lawrence, Business Operations, at (323) 881-2478.

DLO:ah

c: Sachi Hamai
 Lori Glasgow
 Sheila Williams
 Each Board Deputy

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	BRADBURY	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SIGNAL HILL
ARTESIA	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SOUTH EL MONTE
AZUSA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH GATE
BALDWIN PARK	CERRITOS	EL MONTE	INDUSTRY	LAKWOOD	NORWALK	ROLLING HILLS	TEMPLE CITY
BELL	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	WALNUT
BELL GARDENS	COMMERCE	GLENDORA	IRWINDALE	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WEST HOLLYWOOD
BELLFLOWER	COVINA	HAWAIIAN GARDENS	LA CANADA-FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WESTLAKE VILLAGE
						SANTA CLARITA	WHITTIER

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i>
✓	<ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available. Pratt & Whitney Engine Services Inc. (Pratt & Whitney) is the Original Equipment Manufacturer and can provide services more economically through a contract.
	<ul style="list-style-type: none"> ➤ Quick action is required (emergency situation)
	<ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received.
	<ul style="list-style-type: none"> ➤ 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.
✓	<ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. Pratt & Whitney provide maintenance, repair, and modification services for the District's Bell 412 helicopter engines and engine accessories. Warranty will be voided by Pratt & Whitney if engine or engine components of the Bell 412 helicopters are repaired, overhauled, or tampered with in any way by any person other than Pratt & Whitney's network service center facility.
	<ul style="list-style-type: none"> ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<ul style="list-style-type: none"> ➤ Other reason. Please explain: Pratt & Whitney is based in Canada and their sub-contractors are based in the United States. The Canada facility has issues invoicing the sub-contractors and has decided to use their Long Beach facility as the primary contact for this contract.
<p><u>Shul weL</u> Senior Manager, CEO</p> <p><u>5/4/17</u> Date</p>	

PRATT & WHITNEY ENGINE SERVICES, INC. (P&W) - CONTRACT NEGOTIATIONS

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
3.2	Language Revised	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 District.	If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as the work 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 District except in the circumstance that the District knowingly accepts the subject Work and it would be unjustly enriched by acceptance of the same.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
5.2.1	Language Added	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 District's express prior written approval.	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 District's express prior written approval; provided that, Contractor may subcontract, assign, or otherwise delegate Work as specified in Sections 8.2 and 8.40 hereof without further approval or consent of the District and Contractor (or its assignee) shall be entitled to payment for all such Work.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
5.3.1	Language Added	The Contractor shall have no claim against 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	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 except to the extent any such services were	ACCEPTABLE PER COUNTY COUNSEL

		<p>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.</p>	<p>authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. The District may retrieve the District's property from the Contractor's facility in its then AS-IS condition. 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.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
7.3.1	Language Deleted	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.	District has the absolute right to approve or disapprove all of the Contractor's staff performing Work hereunder at District's facilities and any proposed changes in the Contractor's staff performing Work hereunder at District's facilities, including, but not limited to, the Contractor's Project Manager.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
7.5.1	Language Revised	Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by the District at District's sole discretion, shall undergo and pass a background investigation to the satisfaction of	Each of Contractor's staff performing services under this Contract at District's facilities , who is in a designated sensitive position, as determined by the District at District's sole discretion, shall if the background check provided by Contractor	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
7.6.1	Language Revised	<p>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.</p> <p>If a member of Contractor's staff does not pass the background investigation, District may request 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>is not sufficient to District (acting reasonably), undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract at District's facilities. 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.</p> <p>If a member of Contractor's staff does not pass the background investigation, District may request the member of Contractor's staff be removed immediately from performing services under the Contract at District's facilities. 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>	ACCEPTABLE PER CEO RISK MANAGEMENT

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
7.6.2	Language Revised	<p>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 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 7.6, as determined by the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District. 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 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>Subject to the limitations set forth in this Contract, Contractor shall indemnify, defend, and hold harmless the County, the District, its officers, employees, and agents (collectively, the "District Indemnities"), 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 (collectively, "Damages"), arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6, as determined by the District in its sole judgment except to the extent any such Damages are caused by the negligence or intentional misconduct of any of the District Indemnities. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District. 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 reasonably determined by the District in its sole judgment, the 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>	ACCEPTABLE PER CEO RISK MANAGEMENT

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
7.6.3	Language Revised	Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.	Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder who are reasonably expected to have access to confidential records or information subject to this Paragraph 7.6 of the confidentiality provisions of this Contract.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.1.1	Language Revised	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.	For any mutually agreed 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.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.1.2	Language Revised	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. 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.	The County's Board of Supervisors or Chief Executive Officer or designee may require propose 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 propose such additions and/or changes 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 and submitted to Contractor. Any such changes shall be binding upon Contractor only if Contractor agrees to the same by executing the Amendment to the Contract, which may include equitable adjustments as appropriate.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.2.1	Language Deleted	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 District, in its discretion, and	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 District, in its discretion, and any	ACCEPTABLE PER COUNTY COUNSEL

		<p>any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District 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>attempted assignment or delegation without such consent shall be null and void; provided that, Contractor or any of the assignee's permitted in this paragraph may, without any consent or other approval of the District: (i) assign this Contract and delegate the duties hereunder, in whole or in part, to any corporate affiliate of Contractor, including, without limitation Pratt & Whitney Canada Corp. and any member of its service center network; (ii) assign and delegate particular items of the scope of work hereunder to subcontractors or vendors regularly utilized by Contractor or its affiliates, and pre-approved by Contractor's or such affiliate's quality systems, to provide the subject items of the scope of work; and further provided that, in the event of any such assignment or delegation, Contractor shall remain the contracting party and liable for the obligations hereunder and the actions of its assignees and delegates, and all limitations upon damages herein shall apply to all assignees and delegates. For purposes of this paragraph, District 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>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.2.2	Language Revised	Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to	Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),	ACCEPTED

		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 District in accordance with applicable provisions of this Contract.	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 District in accordance with applicable provisions of this Contract; provided the District's consent shall not be unreasonably withheld in any such event.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.2.3	Language Revised	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 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, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.	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 District's express prior written approval, except as permitted in Paragraphs 8.2.1 and 8.2.2, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.4.1	Language Deleted	In the event the County's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District contracts, the District 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 District's notice to the	Intentionally Omitted In the event the County's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District contracts, the District 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	ACCEPTABLE PER COUNTY COUNSEL

		Contractor regarding said reduction in payment obligation shall be provided within 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.	correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within 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	RESOLUTION
8.6.1	Language Revised	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. 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	In the performance of this Contract, Contractor shall comply with all applicable Federal, State, Provincial , and local laws, rules, regulations, and 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, Provincial , and local laws, rules, regulations, or ordinances, directives, guidelines, policies and procedures, and all provisions required thereby shall constitute a material breach of this Contract.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.6.2	Language Revised	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 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 Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor	Contractor shall indemnify, defend, and hold harmless the County , the District Indemnitees (as defined in Paragraph 7.6.2) , its officers, employees, and agents, from and against any and Damages (as defined in Paragraph 7.6.2) 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, or ordinances, except to the extent any such Damages are caused by the negligence or intentional misconduct of any of the District Indemnities directives, guidelines, policies, or procedures, as determined by the	ACCEPTABLE PER CEO RISK MANAGEMENT

		<p>and approved by the District. Notwithstanding the preceding sentence, the District shall have the right to participate in any such defense at its sole cost and expense, except 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 to 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 District without District's prior written approval.</p>	<p>District 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 the District. Notwithstanding the preceding sentence, the District shall have the right to participate in any such defense at its sole cost and expense, except in the event Contractor fails to provide the District with a full and adequate defense, as reasonably determined by the District in its sole judgment, the 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 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 District without District's prior written approval.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.7.1	Language Deleted	<p>Compliance with Civil Rights Laws</p> <p>The Contractor hereby assures 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 D - Contractor's EEO Certification.</p>	<p>Intentionally Omitted</p> <p>The Contractor hereby assures 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 D - Contractor's EEO Certification.</p>	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.8.1	Language Revised	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.	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. Contractor will comply with said sections of the Los Angeles County Code to the extent Contractor is then engaged in performing Work under the Contract in the County.	ACCEPTABLE PER COUNTY COUNSEL
8.8.2	Language Revised	<p>1. Unless the contractor has demonstrated to the District's satisfaction either the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or 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 the contractor deduct from the Employee's regular pay the fees received for jury service.</p> <p>2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time"</p>	<p>1. Unless the Contractor has demonstrated to the District'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 has and adheres to a written policy that provides that, to the extent the Contractor is then engaged in performing Work under the Contract in the County, its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in each calendar year. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or the Contractor deduct from the Employee's regular pay the fees received for jury service.</p> <p>2. For purposes of this paragraph 8.8.2, "contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more District contracts or subcontracts.;</p>	ACCEPTABLE PER COUNTY COUNSEL

		<p>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 District, 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 District 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>“Employee” means any California resident who is a full-time employee of the contractor; and “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 District, 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 District under the Contract, the Subcontractor shall also be subject to the provisions of this paragraph to the extent the subcontracted services will be performed in California. The provisions of this paragraph 8.8.2 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.10.1	Language Revised	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 District employees who are targeted for layoff or qualified, former District employees who are on a re-employment list during the life of this Contract.	<p>Intentionally Omitted</p> <p>Should the Contractor require additional or replacement personnel at its Los Angeles County based facility 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 District employees who are targeted for layoff or qualified, former District employees who are on a re-employment list during the life of this Contract, and who, in both cases, meet the Contractor's minimum qualifications for the open position.</p>	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.11.1	Language Deleted	Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give	<p>Intentionally Omitted</p> <p>Should the Contractor require additional or replacement personnel at its Los Angeles County</p>	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.13	Language Deleted	<p>Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law</p> <p>The Contractor acknowledges the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands it is the County's policy to encourage all District 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 www.babysafela.org.</p>	<p>Intentionally Omitted</p> <p>Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law</p> <p>The Contractor acknowledges the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands it is the County's policy to encourage all District 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 www.babysafela.org.</p>	ACCEPTABLE PER COUNTY COUNSEL
8.14.2	Language Added	As required by the County's Child Support Compliance Program (County Code Chapter	As required by the County's Child Support Compliance Program (County Code Chapter	ACCEPTABLE PER COUNTY

		2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants 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).	2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that its LA County-based operations it is <ins>are</ins> 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).	COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.16.1	Language Added	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. 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.	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. Such repairs shall be <ins>made immediately</ins> commenced promptly after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence, <ins>and completed in a timely manner under the circumstances</ins> . Contractor shall not be responsible for any indirect, incidental or consequential damages related to the aforesaid damage including, without limitation, economic loss, and any other exemplary, punitive or similar damages, unless caused by the knowing violation of law or intentional acts of Contractor, or its employees, agents, or Subcontractors.	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.16.2	Language Added	If the Contractor fails to make timely repairs, the District may make any necessary repairs. All	If the Contractor fails to make timely repairs, the District may make any necessary repairs. All	ACCEPTABLE PER COUNTY

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
		costs incurred by the District, as determined by the District, for such repairs shall be repaid by the Contractor by cash payment upon demand.	reasonable costs incurred by the District, as determined by the District , for such repairs shall be repaid by the Contractor by cash payment upon demand.	COUNSEL
8.17.1	Language Added	The Contractor warrants 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.	The Contractor warrants 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 in the United States 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 in the United States , 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.	ACCEPTABLE PER COUNTY COUNSEL
8.17.2	Language Added	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.	The Contractor shall indemnify, defend, and hold harmless, the County , the District Indemnitees (as defined in Paragraph 7.6.2) , 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.	ACCEPTABLE PER COUNTY COUNSEL
8.19.1	Language Added	The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold	The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act with respect to Work performed in the United	ACCEPTABLE PER COUNTY COUNSEL

		<p>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.</p>	<p>States 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 in the United States by the Contractor's employees for which the District may be found jointly or solely liable.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.20.1	Language Added	<p>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 this paragraph as "force majeure events").</p>	<p>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 paragraph as "force majeure events").</p>	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.20.2	Language Added	<p>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 subparagraph, the term "subcontractor" and "subcontractors" mean</p>	<p>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 pre-qualified in Contractor's quality system, at prices no greater than those charged by the Subcontractor, and in sufficient time to permit Contractor to meet the required</p>	ACCEPTABLE PER COUNTY COUNSEL

		subcontractors at any tier.	performance schedule. As used in this Paragraph 8.20.2, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.22.4	Language Deleted	The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).	The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.23.1	Language Added and Deleted	The Contractor shall indemnify, defend and hold harmless the County, the District, 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 District indemnitees.	The Contractor shall indemnify, defend and hold harmless the County, the District elected and appointed officers, employees, agents and volunteers (County Indemnitees) (as defined in Paragraph 7.6.2) 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), Damages (as defined in Paragraph 7.6.2) with respect to personal injury or loss or damage to property of third parties to the extent directly caused by the acts or omissions of Contractor or its agents, employees, or Subcontractors in connection with this Contract or its performance; provided that, arising from and/or relating to this Contract, except the foregoing indemnification obligation shall not apply to the extent for such injury, loss or damage arising from the sole is caused by the negligence or willful misconduct of any of the the District Indemnitees the County Indemnitees. In no event shall Contractor be responsible for any indirect, punitive, incidental or consequential damages. In no event shall the liability of Contractor exceed in the aggregate the cost of the services provided for the applicable goods. The District releases Contractor from and against all liability beyond such maximum liability.	ACCEPTED

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.1	Language Added and Deleted	Without limiting Contractor's indemnification of 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 Paragraphs 8.24 and 8.25 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 the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.	Without limiting or expanding Contractor's indemnification of District, and during the term 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, programs of insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance"). Strictly with respect to loss to the extent arising out of Contractor's legal liability as defined by this Agreement, the Required Insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims or losses arising out of a contractor's actions or omissions. 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 the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.	ACCEPTED
8.24.2	Language Added and Deleted	<p>Evidence of Coverage and Notice to District</p> <p>Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming the District and its Agents (defined below) have been given Insured status under the Contractor's Aviation Commercial General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services under this Contract.</p> <p>Renewal Certificates shall be provided to the District not less than ten days prior to Contractor's</p>	<p>Evidence of Coverage and Notice to District</p> <p>Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming the District and its Agents (defined below) have been given Insured status under the Contractor's Aviation Commercial General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services Work under this Contract.</p> <p>Renewal Certificates shall be provided to the District upon the District's written request not</p>	ACCEPTED

		<p>policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.</p> <p>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, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any District required endorsement forms.</p> <p>Contractor also shall promptly report to 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 District of any third party claim or suit filed against Contractor or any of its subcontractors 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>less than ten days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.</p> <p>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, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any District required endorsement forms.</p> <p>Contractor also shall promptly report to District any injury or property damage accident or incident related to this Agreement and reasonably estimated to exceed \$5,000, 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 District of any third party claim or suit filed against Contractor or any of its Subcontractors 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>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.3	Language Deleted	<p>Additional Insured Status and Scope of Coverage</p> <p>The County of Los Angeles, its Special Districts,</p>	<p>Intentionally Omitted</p> <p>Additional Insured Status and Scope of Coverage</p> <p>The County of Los Angeles, its Special Districts,</p> <p>Elected Officials, Officers, Agents, employees and</p>	ACCEPTED

		<p>Elected Officials, Officers, Agents, employees and volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's Aviation Commercial General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. 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>volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's Aviation Commercial General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. 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>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.4	Language Added	<p>Cancellation of or Changes in Insurance</p> <p>Contractor shall provide District with, or Contractor's insurance policies shall contain a provision that 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 District at least ten days in advance of cancellation for non-payment of premium and 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 terminate this Contract.</p>	<p>Cancellation of or Changes in Insurance</p> <p>Contractor shall provide District with, or Contractor's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any material adverse change in below minimum Required Insurance, including insurer, limits of coverage, term of coverage or policy period, and Certificates of Insurance provided to the District shall evidence the same. The written notice shall be provided to 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 terminate this Contract.</p>	ACCEPTED

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.5	Language Added	<p>Failure to Maintain Insurance</p> <p>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 District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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>Failure to Maintain Insurance</p> <p>Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance within a reasonable amount of time shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from may recover from Contractor damages resulting from Contractor's failure to maintain Required Insurance 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>	ACCEPTED
8.24.7	Language Added and Deleted	<p>Contractor's Insurance Shall Be Primary</p> <p>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>With respect to only claims for which Contractor is responsible that result directly and entirely from Contractor's negligence, 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>	ACCEPTED
8.24.8	Language Added and Deleted	<p>Waivers of Subrogation</p> <p>To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against 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</p>	<p>Waivers of Subrogation</p> <p>To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against District under all the Required Insurance for any loss for which Contractor is responsible arising from or relating to this Contract, and Certificates of Insurance provided to the District shall evidence the same.</p>	ACCEPTED

		necessary to effect such waiver.	The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.9	Language Deleted and Added	Subcontractor Insurance Coverage Requirements Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide District with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance.	Subcontractor Insurance Coverage Requirements Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide District with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the District and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain District's prior review and approval of any subcontractor request for modification of the Required Insurance Contractor agrees that its Subcontractors will have insurance coverage reasonable and necessary for their respective scopes of work.	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.10	Language Deleted	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.	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.	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.14	Language Added	Alternative Risk Financing Programs	Alternative Risk Financing Programs	ACCEPTED

	and Deleted	<p>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>The District understands and acknowledges that Contractor intends to utilize one or more of the following to satisfy the Required Insurance provisions: self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance (collectively, "Alternative Risk Financing Programs"). The District may, in its discretion, elect to review and evaluate the adequacy of Contractor's Alternative Risk Financing Programs. 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. In the event that, following such review, the District determines that Contractor's Alternative Risk Financing Programs are inadequate, the District's sole remedy shall be to terminate this contract by written notice to Contractor and neither party shall thereafter have any further obligations hereunder except as expressly provided otherwise.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.24.15	Language Added	<p>District Review and Approval of Insurance Requirements</p> <p>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>District Review and Approval of Insurance Requirements</p> <p>The District reserves the right to review and request adjustment to the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures. Any such request shall be considered and processed as a request for a change pursuant to Paragraph 8.1.2.</p>	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.26.1	Language Deleted	If, in the judgment of the Fire Chief, or authorized designee, the contractor is deemed to be non-	<p>Intentionally Omitted</p> <p>If, in the judgment of the Fire Chief, or authorized</p>	ACCEPTED

		compliant with the terms and obligations assumed hereby, the Fire Chief, or authorized 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 District, will be forwarded to the contractor by the Fire Chief or authorized designee, in a written notice describing the reasons for said action.	designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or authorized 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 District, will be forwarded to the contractor by the Fire Chief or authorized designee, in a written notice describing the reasons for said action.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.26.2	Language Deleted	<p>If the Fire Chief, or authorized designee, determines there are deficiencies in the performance of this Contract the Fire Chief, or authorized designee, deems are correctable by the contractor over a certain time span, the Fire Chief, or authorized 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 Fire Chief, or authorized designee, may:</p> <p>(a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or</p> <p>(b) Deduct liquidated damages. The parties agree 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 under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Exhibit K, hereunder, and</p>	<p>Intentionally Omitted</p> <p>If the Fire Chief, or authorized designee, determines there are deficiencies in the performance of this Contract the Fire Chief, or authorized designee, deems are correctable by the contractor over a certain time span, the Fire Chief, or authorized 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 Fire Chief, or authorized designee, may:</p> <p>(a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or</p> <p>(b) Deduct liquidated damages. The parties agree 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 under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Exhibit K, hereunder, and</p>	ACCEPTED

		<p>the contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the contractor; and/or</p> <p>(c) Upon giving a five-day notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.</p>	<p>the contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the contractor; and/or</p> <p>(c) Upon giving a five-day notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.26.3	Language Deleted	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 District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.	<p>Intentionally Omitted</p> <p>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 District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.</p>	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.26.4	Language Deleted	This Paragraph shall not, in any manner, restrict or limit the District'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 District's right to terminate this Contract as agreed to herein.	<p>Intentionally Omitted</p> <p>This Paragraph shall not, in any manner, restrict or limit the District'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 District's right to terminate this Contract as agreed to herein.</p>	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.28.1	Language Added	The contractor certifies and agrees 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.	The Contractor certifies and agrees all persons employed by it, its affiliates, subsidiaries, or holding companies in the United States 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-	ACCEPTED

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.28.3	Language Added	The contractor shall take affirmative action to ensure applicants are employed, and 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.	The Contractor shall take affirmative action to ensure applicants in the United States are employed, and employees in the United States 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.	ACCEPTABLE PER COUNTY COUNSEL
8.28.5	Language Deleted and Added	The contractor certifies and agrees 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.	The Contractor certifies and agrees 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, all to the extent that the subject person performs Work in the United States.	ACCEPTABLE PER COUNTY COUNSEL
8.28.6	Language Added	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 Paragraph 8.28 when so requested by the District.	The Contractor shall allow District representatives access to the Contractor's Affirmative Action plan on file employment records pertinent to its Los Angeles County-based facility during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.28.8	Language Added	The parties agree 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.	The parties agree in the event the Contractor violates any of the anti-discrimination provisions of this Contract with respect to Work performed in California , 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.	ACCEPTABLE PER COUNTY COUNSEL
8.31	Language Added	The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the contractor regarding the performance of services as stated in this Contract. If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or designee shall resolve it.	The Contractor shall bring to the attention of the District Project Manager and/or District Project Director any dispute between the District and the Contractor regarding the performance of Work services as stated in this Contract . If the District Project Manager or District Project Director is not able to resolve the dispute, the Fire Chief, or designee shall attempt to resolve it. Notwithstanding the foregoing, Contractor reserves the right to pursue an alternate course of action.	ACCEPTABLE PER COUNTY COUNSEL
8.32	Language Added	The contractor shall notify its employees, and shall require each subcontractor 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.	The Contractor shall notify its employees in the United States , and shall require each Subcontractor to notify its employees in the United States , 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.	ACCEPTABLE PER COUNTY COUNSEL
8.33	Language Deleted	The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its	Intentionally Omitted The Contractor acknowledges the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor shall notify	ACCEPTABLE PER COUNTY COUNSEL

		implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.	and provide to its employees in Los Angeles County, and shall require each Subcontractor to notify and provide to its employees in Los Angeles County, if any, 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 I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.35	Language Removed	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.	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.	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.36.1	Language Added and Removed	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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation 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	Any documents submitted by the Contractor to the District in connection with Contractor's performance of this Contract or in connection with negotiation of this Contract; all information obtained in connection with the District's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation 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 subject to the exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) for items and which are marked	ACCEPTABLE PER COUNTY COUNSEL

		records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.	"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. In the event of any request by any third party for items marked "trade secret", "confidential", or "proprietary", the District shall promptly notify Contractor of the request and provide Contractor an opportunity to oppose the request.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.36.2	Language Deleted and Added	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.	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 cooperate with the District from all costs and expenses, including reasonable attorney's fees, in defending such action or liability arising under the Public Records Act.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.38.1	Language Added and Deleted	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. The contractor agrees 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	The Contractor shall, in a manner consistent with its ordinary practices , maintain accurate and complete work authorization order files and records of all Work performed by Contractor under this Contract during the term of this Contract and for a period of three (3) years thereafter unless the District's written permission is given to dispose of any such material prior to such time 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. The Contractor agrees the District, or its authorized	ACCEPTABLE PER COUNTY COUNSEL

		<p>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 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>representatives, shall have access to and the right to examine, audit, and summarize (but not copy) excerpt, copy, or transcribe any pertinent transaction, activity, or such files and records 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 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 the location at which Contractor ordinarily maintains material of a similar nature under other contracts. in Los Angeles County, provided that If any such material is located outside Los Angeles County, then, at the District's option, the contractor District shall pay be solely responsible for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe summarize such material at such other location.</p> <p>In the event 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>
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SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.40.1	Language Added	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.	The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the District; provided the Contractor or any of the assignee's or Subcontractors permitted in this paragraph may, without any consent or other approval of the District: (i) subcontract or assign requirements and/or duties under this Contract, in whole or in part, to any corporate affiliate of Contractor, including, without limitation Pratt & Whitney Canada Corp. and any member of its service center network; (ii) subcontract, assign or delegate particular items of the scope of work hereunder to Subcontractors or vendors regularly utilized by Contractor or its affiliates, and pre-approved by Contractor's or such affiliate's quality systems, to provide the subject items of the scope of work. Any attempt by the Contractor to subcontract without the prior consent of the District, except as permitted above without consent or approval , may be deemed a material breach of this Contract.	ACCEPTABLE PER COUNTY COUNSEL
8.40.3	Language Deleted	The contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.	Intentionally Omitted The contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.	ACCEPTABLE PER COUNTY COUNSEL
8.40.5	Language Added	The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this District right.	The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services at District's facilities under this Contract; provided that, the District shall exercise such right reasonably. The Contractor is responsible to	ACCEPTABLE PER COUNTY COUNSEL

			<p>notify its Subcontractors of this District right. In the event that the District cancels or withdraws any prior approval of personnel and such action materially impacts Contractor's ability to perform under the Contract, Contractor shall so notify the District and its time for performance shall be extended until the parties discuss the situation and determine a mutually agreeable resolution.</p>	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.40.6	Language Deleted	The District Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files.	The District Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files.	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.40.8	Language Deleted	The contractor shall obtain certificates of insurance, which establish the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to: Consolidated Fire Protection District of Los Angeles County Materials Management Division/Contracts Section 5801 S. Eastern Avenue, Suite 100 Commerce, CA 90040 Attention: Contractor Administrator	The Contractor shall obtain certificates of insurance, for those Subcontractors for which District's approval is required per 8.40.1 , which establish the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to: Consolidated Fire Protection District of Los Angeles County Materials Management Division/Contracts Section 5801 S. Eastern Avenue, Suite 100 Commerce, CA 90040 Attention: Contractor Administrator	ACCEPTED
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.42.3	Language Deleted	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	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 shall	ACCEPTED

		accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).	maintain records for any such stopped Work in accordance with Paragraph 8.38.1 (Record Retention and Inspection-Audit Settlement).	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.43.1	Language Revised	The District may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of District Project Director:	The District or Contractor may, by written notice to the contractor , terminate the whole or any part of this Contract, if, in the reasonable judgment of District Project Director the District or Contractor:	ACCEPTABLE PER COUNTY COUNSEL
8.43.1.1		Contractor has materially breached this Contract; or	Contractor — The District or Contractor has materially breached this Contract, or	
8.43.1.2		Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or	The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work-required either under this Contract, except in the circumstance that the Other Party's failure is a result of the acts or omissions of the Terminating Party ; or	
8.43.1.3		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 working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.	The 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 thirty (30) business working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure, except in the circumstance that Contractor's failure is a result of the acts or omissions of the District .	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.43.2	Language Revised	In the event the District terminates this Contract in whole or in part as provided in Paragraph 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	In the event the District terminates this Contract in whole or in part as provided in Paragraph 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	ACCEPTABLE PER COUNTY COUNSEL

		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 paragraph.	determined by the District , for such similar goods and services, except to the extent such excess costs result from purchase of the similar goods and services from a third party. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.43.3	Language Added	Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 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 subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, 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 subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.	Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the reasonable 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 reasonable control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the reasonable control of both the Contractor and Subcontractor, 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 Subcontractor were obtainable from other sources pre-qualified in Contractor's quality system, at prices no greater than those charged by the Subcontractor, and in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the term "Subcontractor(s)" means Subcontractor(s) at any tier.	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.43.4	Language Deleted	If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or 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 Paragraph 8.42 (Termination for Convenience).	If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default), it is determined by the District the Contractor was not in default under the provisions of Paragraph 8.43.1 or the default was excusable under the provisions of supparagraph Paragraph 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 Paragraph 8.42 (Termination for Convenience).	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.43.5	Language Revised	The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.	The rights and remedies of the District and/or Contractor provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.44.1	Language Deleted	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 consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any District 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.	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 consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District 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.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.45.1.2	Language Added	The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;	The filing of a voluntary petition or involuntary petition regarding the Contractor under the Federal Bankruptcy Code, or the filing of an involuntary	ACCEPTABLE PER COUNTY COUNSEL

			petition regarding the Contractor under the Federal Bankruptcy Code that is not withdrawn or dismissed within thirty (30) days of filing;	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.45.1.3	Language Added	The appointment of a Receiver or Trustee for the contractor; or	The appointment of a Receiver or Trustee for the Contractor if the order or decree of appointment is not dismissed, stayed, or vacated within thirty (30) days of its entry ; or	
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.47.1	Language Added	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 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.	Notwithstanding any other provision of this Contract excepting Paragraph 5.3.1 , 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 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 and the resulting termination of this Contract at the earliest possible date, and Paragraph 5.3.1 shall apply to the termination.	ACCEPTABLE PER COUNTY COUNSEL
SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.49.1	Language Added	No waiver by the District 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.	No waiver by the District 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 the District either party 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract	ACCEPTABLE PER COUNTY COUNSEL

SECTION	CHANGE	STANDARD TERMS & CONDITIONS	NEGOTIATED LANGUAGE	RESOLUTION
8.53.1	Language Added	The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every statewide election, every contractor and subcontractors 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.	The Contractor shall notify its employees at its California-based facilities , and shall require each subcontractor to notify and provide to its employees at its California-based facilities , information regarding the time off for voting law (Elections Code Section 14000) as needed. Not less than ten (10) days before every statewide election, every Contractor and its Subcontractors shall keep posted conspicuously at the places of work in California, 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.	ACCEPTABLE PER COUNTY COUNSEL