

(323) 881-2401

July 20, 2004

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:

**CONTRACTS FOR PROFESSIONAL AND/OR TECHNICAL PROPERTY
SERVICES (DISTRICTS 1 AND 3) (3 VOTES)**

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

1. Find that these contracts are exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve three-year contracts with the contractors on the attached list to provide professional and/or technical property services for the Consolidated Fire Protection District of Los Angeles County.
3. Instruct the Chairman to sign the contract with the contractors on the attached list, after approval as to form by County Counsel, which are being submitted in substantial final form.
4. Authorize the Fire Chief or his designee to suspend, and/or terminate these contracts, if deemed necessary, in accordance with the District's contract for professional and/or technical property services. In addition, authorize the Fire Chief or his designee to amend these contracts by way of annual extensions, not to exceed two (2) years, and included rate increases which are in accordance with the District's contracts for professional and/or technical property services.

5. Authorize the contract expenditures for the first three (3) contract years and (2) one year extensions at \$5,250,000; representing the previous Board approved contract authority of \$1,050,000 annually for professional and/or technical property services. In addition, authorize expenditures for the initial three (3) year contract term and the two (2) one-year contract extensions to include Cost of Living Adjustments (COLA) adjustments, after the first year, for multi-year service contracts (Policy No. 5.070 of the Board of Supervisors Policy Manual).

PURPOSE OF RECOMMENDED ACTION:

The purpose of these recommended actions is to enable the District to continue to obtain professional and/or technical property maintenance services as needed for the District facilities. The District has over 160 fire stations and administrative sites throughout Los Angeles County and professional and/or technical property services for these facilities are on an as-needed basis in order to provide current and anticipated building designed/maintenance obligations. The District is currently contracting these services, on a part-time or on an as-needed basis, through contracts that will be expiring on August 28, 2004.

In order to keep all District facilities operating safe and environmentally healthy, approval of these contracts is needed.

ENVIRONMENTAL DOCUMENTATION:

These contracts are exempt from CEQA under Section 15061(b) (3) of the CEQA Guidelines because it can be seen with certainty that these contracts will not have a significant effect on the environment.

JUSTIFICATION

The District is responsible for on-going maintenance of its existing facilities located throughout the County of Los Angeles. The District has 11 contractors, whose contracts will expire on August 28, 2004. The maintenance of these facilities is necessary to provide a safe and healthy environment for employees and the visiting public, and to comply with various statutes and codes governing public building construction and operations.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

In accordance with the Strategic Plan Goals of service excellence, fiscal integrity, organizational effectiveness, and workforce excellence, and implementation, approval of these vendor contracts, along with the increased requirements for professionalism and expertise, promote and further enhance the District's goals in the professional and/or technical property services area.

FISCAL IMPACT/FINANCING:

The contract expenditure for the District's professional and/or technical property services is \$1,050,000 annually. The District's expenditures for these contracts will not require an increase to the existing Board-approved contract authority. Allowances for the COLA increases throughout the term of these contracts will be sufficiently funded by the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The District recommends award of the professional and/or technical property services contracts to contractors on the attached list. These contractors offer services which include mechanical engineers, architecture and design, environmental consulting services, consulting engineers, and project management as shown in Attachment 1. Work authorization will be issued to the contractors based on their technical expertise, proposed work plan, experience, personnel qualifications and understanding of the work requirements. These contractors that responded to the IFB for these services are in compliance with all Board and CAO requirements.

Community Business Enterprise Program participation information for the eleven (11) vendors is shown in Attachment 2. On final analysis and consideration of an award, the contractor was selected without regard to gender, race, color, creed, or national origin.

CONTRACTING PROCESS:

The District solicited bids for professional and/or technical property services in thirteen (13) newspapers, online on the Los Angeles County web page, and on the Internet, in accordance with Board policy. (The contracts are subject to the District policy that requires the Community Business Enterprise Program, Child Support Compliance Program, Contractor Responsibility and Debarment Program, the Safely Surrendered Baby Law, and the Contractor Employee Jury Service Program, which would be included as requirements in the Invitation for Bid.) Eleven (11) companies submitted acceptable bids.

The Honorable Board of Supervisors
July 20, 2004
Page 4

The District has reviewed available resources to assess the proposed contractors' past performances, history of labor law violations, and any negative experiences with other District and County contracts.

This contract does include Cost of Living Adjustments after the first year, which allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

There will be no significant impact on current services.

CONCLUSION:

Upon execution by your Honorable Board, please return two original certified copies of these contracts to the Fire Chief of the Consolidated Fire Protection District of Los Angeles County for further processing. It is requested that the Executive Office, Board of Supervisors, notify the District's Contracts Section at (323) 881-3022 when the documents become available.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lg

Attachments

c: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors



CONTRACT

BY AND BETWEEN

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

AND

Contractor

FOR

PROFESSIONAL AND/OR TECHNICAL
PROPERTY MAINTENANCE SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		1
1.0	APPLICABLE DOCUMENTS.....	2
2.0	DEFINITIONS.....	2
3.0	WORK.....	3
4.0	TERM OF CONTRACT.....	3
5.0	CONTRACT RATES AND COSTS	3
6.0	ADMINISTRATION OF CONTRACT- DISTRICT	6
6.1	DISTRICT'S CONTRACT DIRECTOR	6
6.2	DISTRICT'S CONTRACT ADMINISTRATOR.....	6
6.3	DISTRICT'S CONTRACT PROJECT MONITOR.....	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR.....	6
7.1	CONTRACTOR'S CONTRACT SUPERVISOR	6
7.2	APPROVAL OF CONTRACTOR'S STAFF	7
7.3	CONTRACTOR STAFF IDENTIFICATION	7
7.4	BACKGROUND & SECURITY INVESTIGATIONS.....	7
7.5	CONFIDENTIALITY	8
8.0	TERMS AND CONDITIONS	8
8.1	ASSIGNMENT AND DELEGATION.....	8
8.2	AUTHORIZATION WARRANTY	9
8.3	BUDGET REDUCTIONS	9
8.4	CHANGE NOTICES AND AMENDMENTS.....	9
8.5	COMPLAINTS.....	10
8.6	COMPLIANCE WITH APPLICABLE LAW.....	11
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	11
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	11
8.9	COMPLIANCE, MONITORING, ENFORCEMENT AND REMEDIES	13
8.10	CONFLICT OF INTEREST	16
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	16
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	16
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	17
8.14	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	18

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.15	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	18
8.16	CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	19
8.17	CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM	19
8.18	DISTRICT'S QUALITY ASSURANCE PLAN	20
8.19	DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS	20
8.20	EMPLOYMENT ELIGIBILITY VERIFICATION	20
8.21	FACSIMILE REPRESENTATIONS	21
8.22	FAIR LABOR STANDARDS	21
8.23	GOVERNING LAW, JURISDICTION, AND VENUE	21
8.24	INDEPENDENT CONTRACTOR STATUS	21
8.25	INDEMNIFICATION	22
8.26	GENERAL INSURANCE REQUIREMENTS	23
8.27	INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS	26
8.28	LIQUIDATED DAMAGES	27
8.29	MOST FAVORED PUBLIC ENTITY	27
8.30	NONDISCRIMINATION AND AFFIRMATIVE ACTION	27
8.31	NON EXCLUSIVITY	29
8.32	NOTICE OF DELAYS	29
8.33	NOTICE OF DISPUTES	29
8.34	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	29
8.35	NOTICES	29
8.36	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	30
8.37	PUBLIC RECORDS ACT	30
8.38	PUBLICITY	30
8.39	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	31
8.40	RECYCLED BOND PAPER	32
8.41	SUBCONTRACTING	32

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	33
8.43	TERMINATION FOR CONVENIENCE	34
8.44	TERMINATION FOR DEFAULT	35
8.45	TERMINATION FOR IMPROPER CONSIDERATION	37
8.46	TERMINATION FOR INSOLVENCY	37
8.47	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	38
8.48	TERMINATION FOR NON-APPROPRIATION OF FUNDS	38
8.49	VALIDITY	38
8.50	WAIVER	38
8.51	WARRANTY AGAINST CONTINGENT FEES	39
SIGNATURES		41

TABLE OF CONTENTS

EXHIBITS

Exhibit A -- STATEMENT OF HOURLY RATES AND COSTS

Exhibit B -- CONTRACTOR'S EEO CERTIFICATION

Exhibit C -- DISTRICT'S ADMINISTRATION

Exhibit D -- CONTRACTOR'S ADMINISTRATION

"E" FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Exhibit E1 -- CONTRACTOR EMPLOYEE ACKNOWLEDGMENT,
AND CONFIDENTIALITY AGREEMENT.....

Exhibit E2 -- CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT,
AND CONFIDENTIALITY AGREEMENT.....

"F" FORMS REQUIRED AT COMPLETION OF CONTRACTS INVOLVING

INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

Exhibit F1 -- INDIVIDUAL'S ASSIGNMENT & TRANSFER OF COPYRIGHT

Exhibit F2 -- CONTRACTOR'S ASSIGNMENT & TRANSFER OF COPYRIGHT.....

Exhibit F3 -- NOTARY STATEMENT FOR ASSIGNMENT & TRANSFER OF COPYRIGHT

Exhibit G -- JURY SERVICE ORDINANCE.....

"EXHIBIT H" REQUIRED ONLY IF CONTRACT WAS AWARDED TO A LOCAL SBE CONTRACTOR IN ACCORDANCE WITH THE LOCAL SBE PREFERENCE PROGRAM

Exhibit H -- LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

Exhibit I - SAFELY SURRENDERED BABY LAW

APPENDICES

B STATEMENT OF WORK

C TECHNICAL EXHIBITS.....

D REQUIRED FORMS

E thru I.....

TABLE OF CONTENTS

J	DESIGN MANUAL FOR TECHNICAL AND/OR PROFESSIONAL PROPERTY MAINTENANCE SERVICES
---	----------------------------------------------------------------------------------------

Contract

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
FOR PROFESSIONAL AND/OR TECHNICAL
PROPERTY MAINTENANCE SERVICES**

This Contract, including Exhibits, is made and entered into this ____ day of _____, 2004

by and between

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY hereinafter ("District")

and

Contractor
hereinafter ("Contractor")

RECITALS

WHEREAS, the District has the responsibility for maintaining its facilities in a safe and sanitary condition to assure the health and safety of its employees; and

WHEREAS, the District may contract with private businesses for Professional and/or Technical Property Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Professional and/or Technical Property Maintenance Services; and

WHEREAS, the District is authorized by Health and Safety Code Section 13861 and Government Code Section 31000 to contract with public or private companies to provide these repair and maintenance services on an intermittent and temporary basis; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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 and Appendices B, thru J, 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 applicable Exhibit(s), or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits.

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties. This Contract shall commence after the expiration date of any pre-existing contracts with the District between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Appendix B*.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work, Appendix B*.
- 2.3 **COUNTY:** Refers to the County of Los Angeles.
- 2.4 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **DISTRICT CONTRACT PROJECT MONITOR:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.6 **DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Contract Administrator.

- 2.7 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.
- 2.8 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.9 FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Appendix B*.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing after execution by District's governing body, the 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 option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option year shall be exercised individually and separately by the District.

5.0 CONTRACT RATES AND COSTS

- 5.1** Individual pricing rates listed on *Exhibit A - Statement of Hourly Rates and Costs* will coincide with *Exhibit A - Statement of Hourly Rates and Costs*.
- 5.2** 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 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 occur only with the District's expressed prior written approval.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. 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 tasks, deliverables, goods, services, and other work specified in *Appendix B - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit A – Statement of Hourly Rates and Costs*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing, no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with *Exhibit A – Statement of Hourly Rates*.

5.4.3 Upon completion of all projects, Contractor shall prepare a cost invoice in a material and labor breakdown form which shall be based upon the work completed and which shall not exceed the Contractors project cost estimate, as previously submitted and approved.

5.4.4 The Contractor's invoices shall contain the information set forth in *Appendix B - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

In addition, Contractor's invoices shall include:

1. Contract number
2. Job location, station number and/or address

3. Breakdown of labor hours and cost as separate items (e.g., Labor: 3 hours @ \$35.00/hour = \$105.00)

5.4.5 The Contractor shall submit monthly invoices to the District upon completion of services.

5.4.6 All invoices under this Contract shall be submitted with an original and two (2) copies to the following address:

Consolidated Fire Protection District of Los Angeles County
Financial Management Division
Expenditure Management
P.O. Box 910901
Commerce, California 90091

Contractor shall send one (1) copy of the invoice to the District Contract Project Monitor authorizing the work, who shall review and approve all invoices for payment.

5.4.7 District Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District's Contract Project Monitor 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, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the District.

5.5 COST OF LIVING ADJUSTMENTS (COLA)

The Contract hourly rate per person amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

A listing of all District personnel involved with District Administration referenced in the following Sub-paragraphs are designated in *Exhibit C*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 DISTRICT'S CONTRACT DIRECTOR

Responsibilities of the District's Contract Director include:

- making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 DISTRICT'S CONTRACT ADMINISTRATOR

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Administrator 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.

6.3 DISTRICT'S CONTRACT PROJECT MONITOR

The District's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the District's Contract Administrator regarding any policy related issues.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

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

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

7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with District specifications. Specifications may change at the discretion of the District and Contractor will be provided new specifications as required. The format and content of the badge is subject to the District's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a District facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the District within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's District photo identification badge at the time of removal from the District Contract.

7.3.3 If District requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's District photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during the term of this Contract, the District may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor,

regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 District may request that Contractor's staff be immediately removed from working on the District Contract 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 conducted background clearance.
- 7.4.3 District may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access, at the sole discretion of the District.
- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment, and Confidentiality Agreement*", *Exhibit E1*.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*Contractor Non-Employee Acknowledgment, and Confidentiality Agreement*", *Exhibit E2*.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Fire Chief. Any unapproved assignment or delegation shall be null and void. 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.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

It is the District's policy that in the event that the District'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 County employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. 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. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The District reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the District Contract Director.

8.4.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared

and executed by the District Contract Director or his designee, the District Contract Administrator.

8.4.3 The District's Board of Supervisors or Chief Administrative 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 District's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Districts Contract Director.

8.4.4 The District's Contract Director and/or his designee, the Contract Supervisor may, at its 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.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The District will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

8.5.2 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the District's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

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.

Copies of all written responses shall be sent to the District's Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VII 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 B - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

It is the District's policy that 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.

8.8.2 Written Employee Jury Service Policy:

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that

its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-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 \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to

remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph 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 Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 COMPLIANCE, MONITORING, ENFORCEMENT AND REMEDIES

This Contract is subject to the provisions of the California Constitution, Article XI § 1. "Counties," the State of California Department of Industrial Relations Division of Labor Statistics & Research and the California Labor Code as mandated by the County of Los Angeles Board of Supervisors, Los Angeles County Code Section 2.121.380, "Award of Contracts – Mandatory Prerequisites," and incorporated by reference into and made a part of this Contract.

8.9.1 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims:

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the District of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the District, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.2 District Auditing of Contractor Records:

Upon a minimum of twenty-four (24) hours' written notice, the District may audit, at the Contractor's place of business, any of the Contractor's records pertaining to

the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the District shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.9.3 Enforcement and Remedies:

If the Contractor fails to comply with the requirements of this Sub-paragraph, the District shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

- a. Withholding of Payment. If the Contractor fails to comply with the requirements of this Sub-paragraph 8.9, the District may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the District.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to comply with the requirements of this Sub-paragraph 8.9 will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that the Contractor fails to comply with any portion of Sub-paragraph 8.9, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per occurrence for each day until the District has been provided with proof of compliance. The District may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to comply with the requirements of this Sub-paragraph 8.9, may constitute a material breach

of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

- d. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the District may, in its sole discretion, bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.9.4 Use of Full-Time Employees:

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the District that it is necessary to use non-full-time Employees based on staffing efficiency or District requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the District has provided written authorization for the use of same.

8.9.5 Contractor Retaliation Prohibited:

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Prevailing Wage Program to the District or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

8.9.6 Contractor Standards:

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay the proper wage to its employees. If requested to do so by the District, the Contractor shall demonstrate to the satisfaction of the District that the Contractor is complying with this requirement.

8.9.7 Neutrality in Labor Relations:

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.10 CONFLICT OF INTEREST

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

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 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.

8.13.2 Chapter 2.202 of the County Code:

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on District Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the District.

8.13.3 Non-responsible Contractor:

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the District, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the District or any other public entity, 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.

8.13.4 Contractor Hearing Board:

If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence that 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.

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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

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 Hearing Board.

8.13.5 Subcontractors of Contractor:

These terms shall also apply to Subcontractors of District Contractors.

**8.14 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED
BABY LAW**

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 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District'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 District's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.16 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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

8.17 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.17.2 As required by the District's Child Support Compliance Program and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or seek other remedies as specified in this Contract.

8.19 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

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

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

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor

shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.21 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 Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices 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.

8.22 FAIR LABOR STANDARDS

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

8.23 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.

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 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.

- 8.24.2 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.
- 8.24.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.24.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment, and Confidentiality Agreement*", *Exhibit E1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*Contractor Non-Employee Acknowledgment, and Confidentiality Agreement*", *Exhibit E2*.

8.25 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and Trustees (the Indemnified Parties) from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or errors & omissions arising from and/or relating to the Contract. This indemnification does not apply to liability caused by the active negligence of the County and/or District.

The Contractor shall assume all risks and bear all costs for loss of, damage to, or missing or stolen, equipment, tools, vehicles and materials owned, hired, leased or used by the Contractor for this Contract.

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

8.26.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the District shall be delivered to:

Consolidated Fire Protection District of Los Angeles County
1320 N. Eastern Avenue
Los Angeles, California 90063-3294
Attn: CONTRACTS SECTION, Room 111

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all insurance required in this Contract;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include a copy of the additional insured endorsement to the commercial general liability policy, adding the Indemnified Parties as insureds for all activities arising from this Contract
- It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insured and the additional insured's insurance and self-insurance programs are excess and non-contributing to the Named Insured's insurance.
- Identify any deductibles or self-insured retentions (deductibles/retentions) exceeding \$25,000. (Except for earthquake deductibles. Earthquake deductibles of up to 10% of the values of the work is acceptable). Deductible/retention exceeding \$25,000 will require the prior approval of the District Auditor-Controller. The Contractor may request approval to use a deductible/retention of more than \$25,000 by submitting the current audited financial statements for review by the District's Auditor-Controller, so that the District's Auditor-Controller can confirm that the Contractor has the

ability to pay the higher deductible/retention. The District retains the right to require the Contractor to reduce or eliminate deductibles or self-insured retentions as they apply to the District, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor's retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions as the District deems appropriate.

- 8.26.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.
- 8.26.3 Waiver of Subrogation: The Contractor agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this Contract.
- 8.26.4 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs for such insurance and charge the Contractor for any additional amounts due (if any).
- 8.26.5 Notification of Incidents, Claims or Suits: Contractor shall report to the District:
- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
 - Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District “Non-employee Injury Report” to the District Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.26.6 Compensation for District Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.

8.26.7 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.26.8 Bond Requirements: Public Contract Code Section 20129 requires that materials and performance bonds be submitted to the District upon authorization by the District to perform bondable construction work under the terms of this Contract. Contractor shall provide the required bonds to the District for all construction work estimated to cost over \$25,000. District will add in allowance for bond costs on these work authorizations.

8.27 INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

8.27.1 General Liability Insurance. Such coverage shall be written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$4 million
Products and Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million

Each Occurrence: \$2 million

8.27.2 Automobile Liability Insurance. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.27.3 Professional Liability Insurance. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$2 million per occurrence and \$4 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

8.27.4 Workers' Compensation and Employers' Liability Insurance. Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the District for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the District, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, the District will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of

noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

- 8.28.2 This paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.29 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.

8.30 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.30.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.30.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit B - Contractor's EEO Certification*.
- 8.30.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.30.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national

origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- 8.30.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.30.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.30 when so requested by the District.
- 8.30.7 If the District finds that any provisions of this Sub-paragraph 8.30 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 Practices 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.
- 8.30.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.31 NON EXCLUSIVITY

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

8.32 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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.33 NOTICE OF DISPUTES

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

8.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal 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.

8.35 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 *Exhibit C, District's Administration and Exhibit D, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District's Contract Administrator shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and

accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) 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 records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 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:

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

8.38.2 The Contractor may, without the prior written consent of District, indicate in its

proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Sub-paragraph 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the District'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. The District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this

Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the District's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

The Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.41.3 The Contractor shall indemnify 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 Contractor employees.

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

- 8.41.5 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 under this Contract. The Contractor is responsible to notify its subcontractors of this District right.
- 8.41.6 The District's Contract Administrator is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees.
- 8.41.7 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.
- 8.41.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
1320 N. Eastern Avenue
Los Angeles, California 90063-3294
Attn: CONTRACTS SECTION

before any subcontractor employee may perform any work hereunder.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or District's Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.44 - Termination for Default.

8.43 TERMINATION FOR CONVENIENCE

- 8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.43.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.43.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the District, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. 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.

8.44 TERMINATION FOR DEFAULT

- 8.44.1 The District, through its Fire Chief, or his designee, may by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Director:
- Contractor has materially breached this Contract;

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

8.44.2 In the event that the District terminates this Contract in whole or in part as provided in Sub-paragraph 8.44.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.44.2 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 County 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 Sub-paragraph 8.44.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.44.4 If, after the District has given notice of termination under the provisions of this Sub-paragraph 8.44, it is determined by the District that the Contractor was not in default under the provisions of this Sub-paragraph 8.44, or that the default was excusable under the provisions of Sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.43 - Termination for Convenience.

8.44.5 In the event the District terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.44.1, the Contractor and the District agree that the District will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the District's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the District agree that the District shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.44.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the District for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the District by cash payment upon demand or, at the sole discretion of the District, or designee, deducted from any amounts due to the Contractor by the District, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the District is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.44.6 The rights and remedies of the District provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District 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.
- 8.45.2 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 (213) 974-0914 or (800) 544-6861.
- 8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

- 8.46.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the District provided in this Sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF DISTRICT LOBBYIST ORDINANCE

It is the District's policy that 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.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

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

8.50 WAIVER

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 Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

- 8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.51.2 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.

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

Contractor

By _____
Name Title

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By _____
(Chairman), Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Office of County Counsel

By _____
Deputy

**LIST OF VENDORS TO BE AWARDED CONTRACTS FOR
PROFESSIONAL AND/OR TECHNICAL PROPERTY MAINTENANCE SERVICES**

Vendor	Service
1. Applied Environmental Technologies, Inc. 74561 Market Street, Suite B Ventura, California 93003 805-650-1400	Environmental consulting services
2. BOA Architecture 279 West Seventh Street San Pedro, California 90731-2681 310-831-4656	Architecture and design
3. Claremont Environmental Design Group, Inc. 480 North Indian Hill Boulevard Claremont, California 91711 909-625-3916	Architectural, landscape architectural and planning services
4. DMJM Design 515 South Flower Street Los Angeles, California 90071 213-593-8100	Extensive design and engineering
5. EeTec Engineering P.O. BOX 16543 Irvine, California 92623 714-777-7105	Consulting engineers & project management
6. Environmental Engineering, Inc. 715 North Central Avenue, Suite 212 Glendale, California 91203 818-547-1330	Environmental site assessment and remedial investigation
7. Mactec Engineering and Consulting, Inc. 200 Citadel Drive Los Angeles, California 90040-1554 562-927-1367	Environmental, geotechnical, and facilities engineering

	Vendor	Service
8.	Lewis / Schoepfle Architects 10590 ½ West Pico Boulevard Los Angeles, California 90064 310-842-8620	Architecture
9.	Osborn Architects 320 East Harvard Street Glendale, California 91205-1019 818-246-3112	Architecture
10.	RRM Design Group 3765 S. Higuera Street San Luis Obispo, California 93401 805-543-1794	Architecture, civil engineering, landscape architecture, planning and surveying
11.	William Loyd Jones Architect, Inc. 723 Ocean Front Walk Venice, California 90291 310-392-3995	Architecture

Community Business Enterprise Program
Information Summary

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed, or color.

FIRM INFORMATION		Applied Environmental Technologies, Inc.		BOA Architecture		Claremont Environmental Design Group, Inc.		DMJM Design	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							54	60
	Hispanic/Latino							138	75
	Asian or Pacific Islander	1						87	46
	American Indian			3				6	4
	Filipino							<i>total in Asian/Pacific Islander Count</i>	
	White	2				2		516	240
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							2	3
	Hispanic/Latino			2				11	3
	Asian or Pacific Islander		1					6	1
	American Indian							0	1
	Filipino							<i>total in Asian/Pacific Islander Count</i>	
	White	3	1	1		2		97	26
		Number		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							52	57
	Hispanic/Latino	1		1	1			127	72
	Asian or Pacific Islander					1		81	45
	American Indian							6	3
	Filipino							<i>total in Asian/Pacific Islander Count</i>	
	White	9	5			2	2	419	214
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Ownership in Firm	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							4.4%	4.8%
	Hispanic/Latino							11.2%	6.1%
	Asian or Pacific Islander	33 1/3%		100%				7.5%	3.7%
	American Indian							.48%	.32%

	Filipino							<i>total in Asian/Pacific Islander Count</i>	
	White	66 2/3%				100%		42%	19.5%
Total # of Employees		23		8		9		1,226	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		No		No		No	
Certifying Agency									

*Data not available

FIRM INFORMATION		EeTec Engineering		Environmental Engineering, Inc.		Mactec Engineering and Consulting, Inc.		Lewis / Schoeplein Architects	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander			1		3			
	American Indian								
	Filipino								
	White	1				9	2	1	1
		Number*		Number		Number		Number*	
Managers	Cultural/Ethnic Composition			Male	Female	Male	Female	Male	Female
	Black/African American			3	1				
	Hispanic/Latino				1	2	1		
	Asian or Pacific Islander			1		1	1		
	American Indian								
	Filipino			1					
	White			2		6	2		
		Number*		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American						2	1	
	Hispanic/Latino					7	7	1	
	Asian or Pacific Islander			1	1	5	8	1	
	American Indian								
	Filipino				1		4		
	White					20	9		

	Cultural/Ethnic Composition	% of Ownership		% of Ownership		% of Ownership		% of Ownership	
		Male	Female	Male	Female	Male	Female	Male	Female
Percentage of Ownership in Firm	Black/African American			100%		2%	1%		
	Hispanic/Latino					1%	.7%		
	Asian or Pacific Islander			100%		4%	1.5%		
	American Indian								
	Filipino						1%		
	White	100%				68.4%	20.4%	49%	51%
	Total # of Employees	1		*		87		5	
Business Structure	Corporation		Corporation		Corporation		Partnership		
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?	No		Yes		No		Yes		
Certifying Agency			County of Los Angeles, and Metropolitan Water District				L.A. County, Office of Affirmative Action Compliance		

*Data not available

FIRM INFORMATION		Osborn Architects		RRM Design Group		William Loyd Jones Architect, Inc.	
		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino						
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White	4		7	1	1	
		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American	1					
	Hispanic/Latino		1				
	Asian or Pacific Islander						
	American Indian						
	Filipino		1				
	White	10	2	12	6	1	
		Number		Number		Number	
Staff	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American			1			1
	Hispanic/Latino	3	3	9	3		
	Asian or Pacific Islander	3	2	1	2		
	American Indian			2			
	White	13	10	51	47		
		% of Ownership		% of Ownership		% of Ownership	
Percentage of Ownership in Firm	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino						
	Asian or Pacific Islander						
	American Indian						
	Filipino						
	White	100%		87.5%	12.5%	100%	

Total # of Employees	58	*	3
Business Structure	Corporation	Corporation	Corporation
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?	No	No	No
Certifying Agency			

*Data not available