



DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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"Proud Protectors of Life, Property, and the Environment"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52 June 28, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

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

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH GENERAL ELECTRIC COMPANY (GE)
FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS AND TECHNICAL PUBLICATIONS FOR
GE T700 ENGINES THAT POWER THE DISTRICT'S SIKORSKY FIREHAWK HELICOPTERS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with General Electric Company (GE), acting through its GE Aviation business unit. Under this contract, GE will provide all Original Equipment Manufacturer (OEM) parts, tools, technical publications, and support for the District's Sikorsky S-70 Firehawk Helicopter engines directly to the District.

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

1. Approve and instruct the Fire Chief, or his designee, to sign a substantially similar sole source contract for parts acquisition and consignment as the attached sample contract (Attachment A), which has been approved as to form by County Counsel. The contract shall commence on July 1, 2022.
2. Authorize the maximum contract sum of \$12,203,007 for a maximum contract term of ten years. The maximum contract sum represents the total contract costs based on the District's annual projected expenditures, plus an additional ten percent annual contingency for any as-needed, unforeseen or emergent expenditures.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or

termination if deemed necessary and in accordance with the approved contracts' terms and conditions and with County Counsel approval as to form.

4. Find that this contracts is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

GE is the OEM for engine parts, tools, and technical publications for the District's Firehawk engines. Through its "TrueChoice™" program GE will provide replacement parts for the District's Firehawk engines and will establish a yearly fixed operating cost for parts and components. The District will be billed based on the number of flight hours flown by the Firehawks at a fixed rate per flight hour, with a minimum number of flight hours per aircraft, per year. The proposed contract provides several advantages to the District, for example, the annual cost for parts will be a standardized cost with no spikes for major repairs. Furthermore, GE will place an inventory of engine parts at the District's heliport and will guarantee delivery of replacement parts to minimize any Firehawk helicopter downtime. The District does not possess a significant parts inventory; therefore, utilization of the consigned inventory is crucial for mitigating aircraft downtime.

The Firehawks serve a critical role in fire suppression, disaster response and recovery, and emergency medical response throughout Los Angeles County. The recommended actions will enable the District to continue to obtain parts and as-needed maintenance and repair services required for flight readiness of the District's Firehawks. These services are essential to ensure that the District's Firehawks are immediately available for emergency responses, which will allow the District to continue to provide essential services throughout Los Angeles County.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independent of the County General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District's Fiscal Year 2022-23 Adopted Budget will include sufficient funding to cover the District's annual projected expenditures. The District will allocate up to \$12,203,007 across the maximum contract term of ten years to obtain the required engine parts, tools and technical publications.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District currently obtains engine parts and components from Helicopter Support Inc. (HSI) dba Sikorsky Commercial Inc. through Board approved contract number 78641. HSI has agreed to discontinue providing engine parts to the District after June 30, 2022. HSI will continue to provide the District with all other parts and services not related to engines.

The contract's terms and conditions were negotiated by the District with assistance from the Chief Executive Office (CEO) Risk Management Branch and County Counsel and the contract has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On March 25, 2022, the District notified your Board of its intent to enter into negotiations with GE for a new sole source contract, pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by the CEO and is attached (Attachment B). The District and GE completed contract negotiations and agreed to the terms and conditions as described in the Contract. The parties agreed to several revisions to the standard County provisions, with concurrence from CEO Risk Management and County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the District to continue to adequately service and maintain the engines of its Firehawks. Award of this contract will not result in the displacement of any County employees and the proposed contract will not result in a reduction of current services.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return an adopted copy of the Board Letter to the following:

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

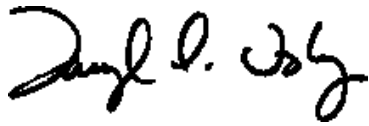
The District's contact can be reached at (323) 881-6173.

The Honorable Board of Supervisors

6/28/2022

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daryl L. Osby". The signature is fluid and cursive, with the first name "Daryl" being the most prominent.

DARYL L. OSBY

Fire Chief

DLO:cs

Enclosures

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

SAMPLE CONTRACT



BY AND BETWEEN

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

AND

GENERAL ELECTRIC COMPANY

FOR

TRUECHOICE™ ENGINE SERVICES

**CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A Confidential Exhibit
- B Covered Equipment
- C Intentionally Omitted
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G Covid-19 Vaccination Certification of Compliance
- H Contractor Acknowledgement and Confidentiality Agreement
- I Jury Service Ordinance
- J Safely Surrendered Baby Law

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
GENERAL ELECTRIC COMPANY

FOR
TRUECHOICE™ ENGINE SERVICES**

This Contract ("Contract") made and entered into this **1st** day of **July 2022** by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District," and General Electric Company, acting through its GE Aviation business unit, hereinafter referred to as "Contractor." Contractor has locations at 1 Neumann Way, Cincinnati, OH 45215 USA and at 1000 Western Avenue, Lynn, MA, 01910 USA.

RECITALS

WHEREAS, the District may contract with private businesses for helicopter engine maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing helicopter engine maintenance Services; and

WHEREAS, the District is authorized under Health and Safety Code Section 13861 to contract for services; and

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

1 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Confidential Exhibit
- 1.2 Exhibit B - Covered Equipment
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - District's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Covid-19 Vaccination Certification of Compliance
- 1.8 Exhibit H - Contractor Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit I - Jury Service Ordinance
- 1.10 Exhibit J - Safely Surrendered Baby Law

2 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 **Aircraft Accident:** An occurrence caused by the operation of an aircraft, and in which any person suffers a fatal injury or serious injury as a result of being in or upon the aircraft or by direct contact with the aircraft or anything attached to the aircraft, or in which the aircraft receives substantial damage or a third party's property is damaged in any way.

- 2.2 Aircraft Incident:** An occurrence, other than an Aircraft Accident, caused by or associated with the operation of an aircraft that affects or could affect the safety of operations and that is investigated and reported.
- 2.3 Airworthiness Directive or "AD":** A document issued by the Approved Aviation Authority having jurisdiction over the Engines, identifying an unsafe condition relating to such Engines and, as appropriate, prescribing inspections and the conditions and limitations, if any, under which the Engines may continue to operate.
- 2.4 Approved Aviation Authority or "AAA":** As applicable, the Federal Aviation Administration of the United States ("FAA"), or, as identified by District and agreed in writing by Contractor, the European Aviation Safety Authority ("EASA") or such other equivalent foreign aviation authority having jurisdiction over the performance of Services provided hereunder.
- 2.5 Base Year:** The calendar year in which the Base Price is applicable and which is the baseline year used for economic adjustments.
- 2.6 Beyond Economic Repair or "BER":** The cost to restore Equipment to the requirements of the Repair Specification, when calculated on a Supplemental Work basis, exceeds a percent of the fair market value of a comparable item of Serviceable Equipment, as agreed to between the Parties.
- 2.7 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.8 Contract:** This Contract executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.9 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.10 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.11 County:** The County of Los Angeles, a political subdivision of the State of California.

- 2.12 **Current:** As of the time of the applicable Service or determination.
- 2.13 **Intentionally omitted.**
- 2.14 **Day:** Calendar day unless expressly stated otherwise in writing. If performance is due on a recognized public holiday, performance will be postponed until the next business day.
- 2.15 **District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.16 **District Project 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 Project Manager.
- 2.17 **District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.18 **Engine:** Each bare engine assembly, which is the subject of this Contract and identified in Exhibit B, including its essential LRU's, controls, accessories and parts as described in the engine manufacturer's specification manuals.
- 2.19 **Engine Flight Hour (EFH):** Each full hour logged by an Engine from the time the aircraft leaves the ground until it touches the ground at the end of the flight.
- 2.20 **Engine Manual:** Any applicable manual published by Contractor and approved by the relevant airworthiness authority for maintaining and servicing of the Engine such that the Engine is Serviceable, including the applicable Operating Instruction Manual, Engine Maintenance Manual (MM), Shop Manual (SM) and Illustrated Parts Catalog (IPC).
- 2.21 **Equipment:** An individual or collective reference, in the proper context, to Engines, Engine modules, Engine assemblies and sub-assemblies, Engine mounted controls and accessories, LRU's, and components and parts of any of the foregoing.
- 2.22 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.23 **Foreign Object Damage or "FOD":** Damage to any portion of the Engine caused by impact with or ingestion of a non-Engine object such as birds, stones, hail, ice, vehicles, tools or debris. FOD may be further classified as a "Major FOD," which means FOD that causes an out of limit condition per the Aircraft Maintenance Manual, and which, either immediately or over time, requires the Engine to be removed from service or prevents the reinstallation of the Engine.

- 2.24 Contractor Spare Engine:** An Engine bailed to District by Contractor under this Contract to support District or Operator operations in the event off wing Engine maintenance of a District Engine.
- 2.25 Induction:** The date work commences on the Equipment at the Designated Repair Station (DRS) when all of the following have taken place: (i) Contract's receipt of the Equipment and required data (ii) Parties' approval of the Workscope (iii) Parties' agreement on use of the Customer Furnished Equipment; and (iv) receiving inspection (including pre-testing if needed).
- 2.26 Life Limited Part or "LLP":** A part with a limitation on use established by the OEM or the AAA, stated in cumulative EFH or cycles.
- 2.27 Line Replaceable Unit or "LRU":** An Engine Component that may normally be removed and replaced with the Engine on-wing as part of aircraft engine maintenance activities. Examples of Line Replaceable Units are: Fuel Metering Unit (FMU) Electrical Harnesses; Electrical Engine Control Unit (EECU); Alternator Rotor and Stator Chip; Detector Lube and Scavenge Pump; T4.5 Thermocouple Harness; Fuel Boost Pump; Inlet Particle Separator Blower; Ignition Exciter; Radial Drive Shaft; Fuel Injectors; Oil Cooler; Anti-Ice Start Bleed Valve; VG Linkage Assembly; Accessory Gear Box; Matched GGT Rotor and Stator; Igniter.
- 2.28 Maintenance Manual:** An Engine Manual defining the maintenance required to maintain airworthiness including inspections, test, repair and or replacement of Parts or Modules. Included in this manual are life limitations on Life Limited Parts. This Manual is the manual that defines Flight Line Maintenance.
- 2.29 OEM:** The original manufacturer of an item of Equipment.
- 2.30 On-Aircraft Engine Maintenance:** Maintenance actions, which may be accomplished with the engine installed in the aircraft or off the Aircraft at an operator's maintenance facility.
- 2.31 Operator:** Any company, company representative or person performing flight operations with the aircraft or Engines specified in and covered by this Contract.
- 2.32 Overtime:** All labor hours charged on a basis other than Straight Time.
- 2.33 Performance Restoration:** The Services performed during an Engine shop visit in which, at a minimum, the compressor, combustor and high-pressure turbine are exposed and subsequently refurbished, consistent with the Maintenance Manual, Shop Manual and Workscope.

- 2.34 Program Entry Shop Visit or “PESV”:** A Repair Station visit during which the initial Performance Restoration is performed on an Engine on a Supplemental Work basis. The purpose of the PESV is to qualify such Engine for the TrueChoice™ fixed-rate pricing for subsequent shop visits.
- 2.35 Redelivery:** The shipment of Serviceable Equipment with legally required certifications, FCA, International Chamber of Commerce, INCOTERMS 2020, at the DRS, whereby District fulfills the obligations of buyer and Contractor fulfills the obligations of seller. "Redeliver" means the act by which Contractor completes Redelivery.
- 2.36 Removal Schedule or “RS”:** The schedule, if any, jointly developed by Contractor and District for Engine removals for Services or Engine removal from operation.
- 2.37 Repair Station or “DRS”:** One or more of the repair facilities owned by Contractor or its affiliates or a Contractor designated third party facility, now or in the future, which are approved by Contractor to perform the applicable Service hereunder.
- 2.38 Repairable:** Capable of being made Serviceable.
- 2.39 Rotable Part:** A new or used Serviceable part drawn from a common pool of parts used to support one or more customers. A Rotable Part replaces a like part removed from an Engine when such removed part requires repair.
- 2.40 Service(s) or TrueChoice™ Services:** With respect to any item of Equipment, all or any part of those maintenance, repair and overhaul services under this Contract and the furnishing of parts, materials, labor, facilities, tooling, painting, plating and testing in connection therewith. “Serviced” will be construed accordingly.
- 2.41 Service Bulletin or “SB”:** The document issued and identified as a Service Bulletin by an OEM to notify the operator of modifications, substitution of parts, special inspections, special checks, amendment of existing life limits or establishment of first time life limits, or conversion of an Engine from one model to another.
- 2.42 Serviceable:** Meeting all OEM and AAA specified standards for airworthiness.
- 2.43 Shop Manual:** The Engine Manual, if any, that defines the maintenance required beyond the maintenance defined in the Maintenance Manual.
- 2.44 Intentionally Omitted.**

- 2.45 **Straight Time**: The labor hours charged during an employee's regular workday that are not subject to Overtime compensation in accordance with the applicable law, a collective bargaining agreement or the recognized practice at the relevant Contractor Repair Station.
- 2.46 **Subcontract**: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.47 **Subcontractor**: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.48 **Supplemental Work**: Any Service provided hereunder that is not covered under the TrueChoice™ Program. All Supplemental Work shall be at District's expense, and priced in a separate quotation.
- 2.49 **Supplemental Work Shop Visit**: A visit (scheduled or unscheduled) to a Contractor facility during Supplemental Work is performed.
- 2.50 **Termination**: The ending of this Contract before the expiration of the Initial Term or extension thereof.
- 2.51 **Unserviceable**: Not meeting all OEM and AAA specified standards for airworthiness.
- 2.52 **Workscope**: The document written and approved by Contractor describing the prescribed repair or approach to repair of Equipment to meet the requirements of the applicable Maintenance Manual, Shop Manual and other Contractor procedures approved by the appropriate AAA.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, 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 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **ten (10)** years commencing on July 1, 2022 and after approval by County's Board of Supervisors, and

execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.
- 4.3 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5 MAXIMUM CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for TrueChoice™ Services shall not exceed **\$12,203,007**.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying all the Services, Deliverables, Work, etc.

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth herein, but in any event, not in excess of the Maximum Contract Sum.

- 5.1.2 The Contractor acknowledges and agrees the Maximum Contract Sum is an all-inclusive, not-to-exceed price that cannot be adjusted for any costs or expenses whatsoever of Contractor. This Contract includes the full amount of compensation and reimbursement the District will be asked to provide to the Contractor in order for the Contractor to fully perform all of its obligations under this Contract, with such amount of compensation and reimbursement subject to any executed Amendments if applicable. The Contractor understands the District is entering into this Contract in reliance upon the premise that the Contractor shall fully perform all of its obligations under this Contract without seeking any additional compensation or reimbursement beyond that already provided for in this Contract, subject to any Amendments, if applicable. It is the Contractor's risk and

responsibility to achieve and timely deliver the Services in accordance with the requirements of the Contract.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E, District's Administration.

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified

herein. 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 herein and in Exhibit A, 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.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit A.

5.5.3 The Contractor's invoices shall contain the information set forth herein describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Dennis Blumenthal, District Project Manager
Email: Dennis.Blumenthal@fire.lacounty.gov;

Brian Martin, District Project Director
Email: Brian.Martin@fire.lacounty.gov;
Or as updated in Exhibit E.

for review and approval of all invoices; and

2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service
- Information required under Section 5.5.5.2 below
- Employee Name and Employee Number of District Employee who ordered or authorized the service.

- Brief description of services.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.5.1 All payments under this Agreement will be made in United States Dollars, immediately available for use, without any right of set-off or deduction, via wire transfer by District to the account identified on Contractor's invoice.

5.5.5.2 On a monthly basis, District will, by the fifth (5th) of each month, determine the EFH that each Engine has flown for the preceding month, and report that amount by Engine serial number to Contractor in a form acceptable to Contractor. Contractor will, by the fifteenth (15th) of the same month, render an invoice to District covering the preceding month's reported EFH multiplied by the applicable TrueChoice™ Rate, as adjusted and escalated in accordance with Exhibit A-7. All payments shall be made within thirty (30) Days from the date of the District approved undisputed invoice.

5.5.5.3 The average annual EFH minimum is as stated in Exhibit A-4 through A-7. District shall compare the actual total EFH reported for its fleet during calendar year with such average annual EFH minimum. If the reported actual average annual EFH is less than the average annual EFH minimum, District shall pay Contractor the difference times the applicable adjusted and escalated TrueChoice™ rate. Payment shall be made within thirty (30) calendar days after the end of the calendar year.

5.5.5.4 Contractor will issue a final invoice for any Supplemental Work Services following Redelivery based upon quoted charges to complete the Services. District will pay such initial District approved undisputed invoices within thirty (30) Days of receipt.

5.5.5.5 Subject to Contractor's credit and collection status for District, or in the event District's account becomes delinquent, Contractor reserves the right to require different terms of payment or other commercially acceptable assurances of payment. Should a different term of payment be required by Contractor, Contractor shall provide 30 days advance notice of the different term and if District can cure delinquency within 30 days, the different terms shall not take effect.

5.5.5.6 Should District fail to make any payment when due, Contractor may charge for late payment at a rate equal to the one U.S. Federal Funds Rate plus five hundred (500) basis points, compounded daily on any unpaid balance commencing on the next Day after the payment due date until such time as the payment plus the late payment charges are received by Contractor. Payments will be applied to the oldest outstanding amounts in order of succession. Contractor's obligation to provide Services may be suspended when District fails to make any payment when due. Should a late payment charge be issued, Contractor shall provide 30 days advance notice of the late payment charge amount and if District can cure the late payment within 30 days, the late payment charge shall not apply.

5.5.6 District Approval of Invoices

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

5.5.7 Supplemental Work

5.5.7.1 Any and all Services not specifically included in the TrueChoice™ Program pursuant to Section 10 below may be performed by Contractor upon request. These Services will be quoted to District by Contractor separately. Any

Supplemental Work performed will be quoted and invoiced as stated in Exhibit A-1 .

- 5.5.7.2 Any shop visit not described in the TrueChoice™ Program, including Services provided on Non-TrueChoice™ Program Engines.
- 5.5.7.3 See Exhibit A-1.
- 5.5.7.4 See Exhibit A-1.
- 5.5.7.5 Maintenance services on Engine transportation stands and containers not owned by Contractor will be Supplemental Work.
- 5.5.7.6 Contractor will, at District's request, quote rates for on-wing Services.
- 5.5.7.7 In the event that District decides to Deliver an Engine or Equipment for Services against the advice and consent of Contractor's Customer Service Manager or delegate, Contractor will treat such shop visit as Supplemental Work.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.7 Travel

All travel related costs are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

6 ADMINISTRATION OF CONTRACT – DISTRICT

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

6.1 District's Project Director

The responsibilities of the District's Project Director include:

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

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities include:

- Meeting with the Contractor's Project Manager on a regular basis; and

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

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

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Intentionally Omitted

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with the District's Project Manager on a regular basis.

7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract at District's facilities or that has access to District's confidential information or internal records, may be required by the District to undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with District's request at any time during the term of the Contract. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.5.2 District shall immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit H.
- 7.6.5 To the maximum extent permitted by applicable law or regulation and subject to the California Public Records Act or the Freedom of Information Act, District shall not publicly disclose this Contract and related records unless as required by law or by collective bargaining agreement.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract, as may be mutually agreed in writing by the parties. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer, as may be mutually agreed in writing by the parties. To implement such changes, an Amendment to the Contract shall be executed by the contractor and by the Fire Chief or his designee.
- 8.1.3 The contractor agrees that any extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be

deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor shall provide the District with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the District requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit

proposed changes to the District for approval before implementation.

- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including any applicable industry standards for code of ethics and applicable provisions of the California Business and Professions Code.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense. County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable

relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the District's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor 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 if the foregoing Jury Service Program provisions apply. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a

County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this paragraph, if applicable. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County 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 District's approval or ongoing evaluation of such work.

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

8.10 Intentionally Omitted

8.11 Intentionally Omitted

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

Pursuant to Chapter 2.202, et seq., of the County Code, the County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the County will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board

shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors located in the County, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

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

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

8.15 District's Quality Assurance Plan

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

8.16 Damage to District Facilities, Buildings or Grounds

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

8.16.2 If the 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 the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 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 County 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 County may be found jointly or solely liable.

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the District and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to any injury or death to person(s) or damage to property caused by the negligence (or other tortious conduct) of contractor in the performance of this Contract, except for such loss or damage arising from the sole negligence (or other tortious conduct) of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to District

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

8.24.2.2 Renewal Certificates shall be provided to District not less than ten (10) days prior to contractor's policy expiration dates.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any District required endorsement forms.

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

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

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

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

8.24.3 Intentionally Omitted

8.24.4 Cancellation of or Changes in Insurance

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

upon which the District may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. District, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract and subject to indemnification by Contractor pursuant to Section 8.23, shall be primary with respect to all other sources of coverage available to contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Intentionally Omitted

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and reasonably adjust the Required Insurance provisions, conditioned upon

District's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

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

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

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

8.26 Liquidated Damages

8.26.1 Intentionally omitted.

8.26.2 If there are deficiencies in Contractor's the performance of this Contract that the parties agree are correctable by the contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Fire Chief, or his designee, may: Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such liquidated damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart, Statement of Work Exhibits, hereunder, and that the contractor shall be liable to the District for liquidated damages in said amount, provided that the total amount of liquidated damages shall not exceed 15% of the Monthly Contract Sum. Said amount shall be deducted from the District's payment to the contractor.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall provide District representatives records that the parties mutually agree upon and necessary for the District to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.

- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree 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.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 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 Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

If applicable, the contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.34.1 Effect of Notices. Notices will be effective and will be deemed to have been given to or received by the recipient: (A) upon delivery, if sent by courier, express mail, or delivered personally; (B) upon confirmed receipt, if sent by facsimile, e-mail or other electronic medium.

8.35 Prohibition Against Inducement or Persuasion

Each of the Contractor and the District shall use their commercially reasonable efforts to ensure that any of their respective employees who perform services under this Contract will not knowingly, and in violation of any applicable conflicts of interest law or other hiring laws, induce or persuade any employee of the other party to become an employee or agent of the first party.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; copies of all information obtained in connection with the District's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District

without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information related to this Contract, 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.

- 8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law

or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the contractor, then the difference shall be either: a) repaid by the contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the contractor, then the difference shall be paid to the contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance written 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.

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

8.40.2.1 A description of the work to be performed by the subcontractor;

- 8.40.2.2 A draft copy of the proposed subcontract with redactions, if applicable, and justifications for redactions consistent with exemptions under the California Public Records Act and the Freedom of Information Act, which shall be subject to a meet and confer between the Parties; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the District.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the District's approval of the contractor's proposed subcontract.
- 8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this District right. In the event the District is considering withholding its approval of any personnel under this 8.40.5, the District shall notify the Contractor. The Parties shall cooperate in good faith to determine if such personnel should not be permitted to provide services under this Contract for incompetence, dishonesty, willful misconduct or other reasonable cause for removal.
- 8.40.6 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files, consistent with 8.40.2.2.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

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

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

To the extent applicable to Contractor, failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Before termination can be effected, the District shall provide notice of its intent to terminate for convenience and the parties shall meet and confer within two weeks of the notice of intent to terminate. If no alternative resolution can be reached between the parties, the District may proceed with termination by providing a notice of termination. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the contractor shall:

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

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

- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).
- 8.42.4 In the event of termination of the Contract for convenience under this 8.42, the District shall pay the Contractor the amount (if any) as set forth in Exhibit A-2.

8.43 Termination for Default

- 8.43.1 The District may, by written notice to the contractor, terminate the whole or any part of this Contract, if:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or perform any material task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to timely fulfill the performance requirements under this Contract, or of any material obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within twenty (20) calendar days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the District for any and all direct damages incurred by the District for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in

their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 8.43.6 Contractor may terminate, subject to section 8.43.7, or suspend performance of all or any portion of this Contract if District:
 - A. fails to make any payments when due, unless cured within thirty (30) Days of such due date. Contractor shall provide thirty (30) days advance notice of its intent to terminate or suspend performance and if District can cure the late payment within thirty (30) days, the termination or suspension shall not take effect;
 - B. makes any agreement with creditors due to its inability to make timely payments of its debts;
 - C. enters into bankruptcy or liquidation, whether compulsory or voluntary;

- D. becomes insolvent; or
- E. becomes subject to the appointment of a receiver of the whole or material part of its assets. If such termination should occur, District will not be relieved of its payment obligation for Services rendered hereunder.

8.43.7 Either Party may terminate this Contract upon ninety (90) days written notice to the other for failure to comply with any material provision of this Contract, unless the failure will have been cured or the Party in breach has substantially effected all acts required to cure the failure prior to such ninety (90) Days.

8.43.8 Contractor may terminate this contract if the engine is subjected to operation outside the Engine Design Specifications or for other purposes other than as specified in Exhibit A-4 through A-7. Contractor shall provide ninety (90) days advance notice of its intent to terminate and if District can cure the late payment within ninety (90) days, the termination or suspension shall not take effect.

8.43.9 In the event of District's material breach of this Contract, Contractor may at its option: 1. suspend performance under this Agreement; 2. terminate this Agreement subject to section 8.43.7, and/or 3. pursue any other remedy with respect to this Agreement or the other agreements and contracts which the law permits.

8.44 Termination for Improper Consideration

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

8.44.2 The contractor shall immediately report any attempt by a District officer or employee to solicit such improper

consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

- 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

- 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Intentionally Omitted.

8.48 Validity

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

8.49 Waiver

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

If applicable, the contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

If applicable, Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, and if applicable, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE, and failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"),

- (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
 3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
 4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person

with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8.60 Effect of Termination

- 8.60.1 In the event of termination of this Contract for any reason, District will pay Contractor, in addition to any other remedy allowable under this Agreement or applicable law, for all Services or work performed by Contractor up to the time of such termination under the applicable terms and prices of this Contract including all costs, fees, and charges incurred by Contractor in providing support and material under this Contract including Contractor Spare Engines. In addition, the following terms of the reconciliation of MCPH payments under the removal of Engines provisions will apply. Payments made under Section 5.5 shall not be refunded.
- 8.60.2 Upon the termination or expiration of this Contract, Contractor will complete all work in process in a diligent manner and Redeliver all Engines, parts and related documentation, provided that District (a) has paid in full all charges for all such Services and material, plus all costs and fees, incurred by

Contractor in providing support, including any Contractor Spare Engines, and (b) has returned all Contractor Spare Engines provided under this Contract

9 UNIQUE TERMS AND CONDITIONS

9.1 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall

ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Limitation on Corporate Acts

Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.

9.4 Modifications

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

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: suspension of payment(s); suspension of Service(s); assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); debarment; and/or termination of Contract. The District shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if Contractor is not in material compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.

- 9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.6.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.6.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District will meet and confer with Contractor regarding any deficiencies. The District reserves its right to exercise any remedy available under this Contract and remedies available under the law.
- 9.6.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.7 Patents

If District receives a claim that any product or part thereof manufactured by Contractor, without further combination, infringes a United States patent, District shall notify Contractor promptly in writing and give Contractor all available information, assistance and exclusive authority to evaluate, defend and settle such claim. Contractor shall then at its own expense and option (i) settle such claim, or (ii) procure for District the right to use such product, or (iii) replace or modify the product to avoid infringement, or (iv) remove it and refund the purchase price (including transportation and

installation costs) less a reasonable amount of depreciation, or (v) defend against such claims. If any court of competent jurisdiction holds such product to constitute infringement, and if the use of such product is enjoined, Contractor shall take at its option one or more of the actions under (ii), (iii) or (iv) above. With respect to any product not manufactured by Contractor, the patent indemnity, if any, given by the manufacturer thereof shall apply.

The rights and obligations of the parties with respect to patents are solely and exclusively as stated herein. The obligations of Contractor set forth herein above shall not apply to products or parts manufactured by Contractor to District's direction.

THE PATENT OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT OBLIGATIONS WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED.

9.8 Taxes and Other Charges

District agrees to pay, upon demand, all taxes (including, without limitation, sales, use, excise, turnover or value added taxes), duties, fees, charges or assessments of any nature (but excluding any income taxes) ("Taxes") assessed or levied in connection with performance of this Agreement. All payments by District to Contractor under this Agreement will be free of all withholdings of any nature whatsoever except to the extent otherwise required by law, and if any such withholding is so required, District will pay an additional amount such that after the deduction of all amounts required to be withheld, the net amount received by Contractor will equal the amount that Contractor would have received if such withholding had not been required.

9.9 LIMITATION OF LIABILITY

9.9.1 Total Liability

The total liability of Contractor for any and all claims, whether in contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, patent infringement or otherwise, for any damages arising out of, connected with or resulting from the performance or non-performance of any Service or from the manufacture, sale, Redelivery, resale, repair, overhaul, replacement or use of the Engine or any item or part thereof, will not exceed the total value of this contract based upon the minimum number of flight hours per engine. Notwithstanding the foregoing, in no event will Contractor have any liability hereunder, whether as a result of breach

of contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, or otherwise, for any special, consequential, incidental, resultant or indirect damages, (including, without limitation, loss of: use, profit, revenue or goodwill) or punitive or exemplary damages.

9.9.2 In no event will Contractor have any liability hereunder, whether as a result of breach of contract, warranty, tort (including negligence), product liability, patent liability, or otherwise, for the design, material, workmanship, engineering defects or product liability and any damages whatsoever, including damages to personal property and for personal injury or death, caused in any way by the manufacturer of an Engine, or the parts, LRU's, components or material, thereof, or related thereto.

9.9.3 In the event District uses non-GE parts or non-GE approved LRU's, parts or repairs in an Engine and such LRU's, parts or repairs cause personal injury, death or property damage to third parties, District shall indemnify and hold harmless Contractor from all claims and liabilities associated therewith. The preceding indemnity shall apply whether or not Contractor was provided a right under this Agreement to remove such LRU's, parts or repairs, and irrespective of the exercise by Contractor of such right.

9.9.4 Definition

For the purpose of Section 9.9, , the term "Contractor" is deemed to include GE and its parent and affiliated companies, the subcontractors and suppliers of any Services furnished hereunder, and the directors, officers, employees, agents and representatives of each.

9.9.5 Section 9.0 does not apply to or limit the Indemnification terms under Section 8.23.

10 TrueChoice™

10.1 Scope

10.1.1 Section 10 covers support for District's T700-701C&D engines ("Engines") being operated in District's S70 and S70i helicopter(s) in support of the missions as identified in Exhibit A-6. Contractor agrees to provide Service(s) to restore Equipment to Serviceable condition in accordance

with the Maintenance Manual, the Shop Manual, the Workscope and the terms of this Agreement.

- 10.1.2 District's Engines covered under Section 10 as of the Effective Date are identified in Exhibit B, which may be amended from time to time to incorporate addition or removal of Engines from the SOW by mutual agreement. Contractor has the right to adjust the MCPH Rate for additions or removals of Engines.

10.2 TrueChoice™ Program

- 10.2.1 The TrueChoice™ Program (" TrueChoice™ Program" or "Program") is a comprehensive engine maintenance program under which Services are performed by Contractor on Equipment on a rate per Engine Flight Hour (EFH) basis. District Price and Scope of Services are as per Exhibit A-4 and A-5.
- 10.2.2 Program Engines that require maintenance that cannot be performed on-wing (as confirmed by Contractor's Designated District Service Representative or his/her delegate) will be eligible for Services on a TrueChoice™ basis (an "MCPH Shop Visit"), if the shop visit is necessary to correct a known deficiency or performance deterioration which has created an Unserviceable condition or to comply with an AD if such AD mandates compliance prior to the next scheduled shop visit per the Removal Schedule.

10.2.3 Program Manager and Engineering Support

- 10.2.3.1 Contractor shall assign a Program Manager who will:
 - 1. Be the point of contact for District with respect to Services.
 - 2. Develop with District, on a monthly basis, a Removal Schedule ("RS") to forecast Delivery for Engines for Services. The RS will identify by serial number the Engine(s) to be removed during the following six (6) month period, the anticipated reason for removal of each and the schedule for Delivery.
- 10.2.3.2 Contractor shall provide the following engineering support services:

1. Notify District of any deviations from the configuration specification of Engines Delivered for Service, and request resolution of same.
2. Provide an Engine findings report (which may include photographs), identifying damage detected and repair(s) accomplished.

10.2.4 GE Spare Engine(s)

10.2.4.1 See Exhibit -3

10.2.4.2 The GE Spare Engine(s), if applicable, will be bailed to District from a Contractor-designated centralized location on a first-come, first-served basis to support District or Operator operations, in the event off wing Engine maintenance in excess of 24 hours is required.

10.2.4.3 Delivery of the Bailed Property shall be Free Carrier (FCA), Contractor's facility USA (Contractor nominated freight forwarder at Contractor's facility and cleared for export), as defined in "Incoterms 2020." Delivery can be scheduled to occur upon mutual agreement by both Parties. Upon request, District shall, prior to Delivery, provide Contractor with evidence of adequate insurance covering the loaned Engine from loss, damage and destruction in the amount specified by Contractor. District shall be responsible for obtaining and maintaining Import License, Exchange Permit or any other required government authorization. Contractor and District shall assist each other in every manner reasonably possible in securing such authorizations as may be required. District agrees to comply with all applicable U.S. export control laws and regulations.

10.2.4.4 District shall assume all risk of damage to, or loss of, bailed Contractor Spare Engine from time of delivery until it is returned to Contractor's designated facility. Title to bailed Contractor Spare Engine(s) shall remain with Contractor or Contractor's lessor and District shall have no rights in and to bailed GE Spare Engine(s), except as expressly provided herein. District agrees not to sell, assign or mortgage said

bailed GE Spare Engine(s) or permit it to become subject to any legal process and will not remove, obliterate or make less obvious any identifying tags or other markings placed on the bailed GE Spare Engine(s) by Contractor. District further agrees at District's expense to execute and file whatever documents Contractor deems necessary in Contractor's judgment to protect Contractor's interest in the bailed GE Spare Engine(s).

- 10.2.4.5 District agrees to keep the bailed Engine(s) free from all liens and encumbrances, and to do nothing to prejudice such title, and, in connection therewith, shall at its own cost and expense cause this Agreement and any amendments thereto to be duly recorded as required by all local, state and federal laws and regulations, and District shall provide Contractor of proof of such recording. Title to all materials and parts which Contractor may furnish shall remain with Contractor whether or not such materials and parts may be incorporated into or attached to the bailed Engine(s).
- 10.2.4.6 District agrees to pay all taxes and/or other charges, duties, or fees otherwise levied or assessed with respect to the bailed GE Spare Engine(s) or as a result of this Agreement, including but not limited to any such taxes and/or other charges, duties or fees levied or assessed against Contractor.
- 10.2.4.7 Contractor provides no warranty with respect to the bailed GE Spare Engine(s). The bailed GE Spare Engine(s) is provided to District under this Agreement in "as is" condition.
- 10.2.4.8 Upon Contractor's request, District shall notify the Designated Logistics Provider to arrange for shipment of the GE Spare Engine for return to GE, Delivered At Place ("DAP") (DRS or Contractor named facility) INCOTERMS 2020.

10.3 Delivery

- 10.3.1 Work will be performed at a Contractor approved Designated Repair Station ("DRS"). Contractor reserves

the right at any time to change the DRS. All Equipment to be Serviced will be Delivered by District to Contractor. District will ensure that Equipment will be shipped to a DRS within five (5) days following removal from the aircraft and receipt by District from GE or the Designated Logistics Provider of appropriate documentation required for shipment. Shipment of all Equipment shall be handled by the Designated Logistics Provider. The arrival of Equipment together with all applicable records and required data will be Delivered At Place ("DAP"), International Chamber of Commerce, INCOTERMS 2020, at the DRS, whereby the District fulfills the obligations of seller and Contractor fulfills the obligations of buyer. "Deliver" will mean the act by which the Designated Logistics Provider accomplishes Delivery on behalf of the District. The Designated Logistics Provider shall be responsible for bearing the cost of transportation to the DRS.

- 10.3.2 District is obligated for all packaging, labeling and associated documentation of the Equipment at Delivery, in accordance with the International Civil Aviation Organizations (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and if the Equipment is to be transported over the United States of America, the US Department of Transport Regulations 49 CFR 171-180. If required by applicable law or regulations, District will further provide a material safety data sheet to Contractor at Delivery of the Equipment indicating any substances contained within the Equipment to be consigned. District will indemnify, defend and hold harmless Contractor from all or any claims, liabilities, damages, judgments, costs, penalties, fines or any punitive damages imposed, alleged, or assessed by any third party against Contractor and caused by and to the extent of District's non-compliance with this Article 6.1 B.
- 10.3.3 Upon Delivery, Contractor will notify District of any (A) components or LRUs missing from Engines, and (B) parts found to have been damaged during transportation of the Engine. Contractor will replace such missing or damaged items at District's expense as Supplemental Work, unless District notifies Contractor in writing within two (2) business days of receiving Contractor's notice that District wishes to furnish such missing or damaged items within a period of time specified by Contractor.

10.3.4 No later than the time of Delivery of the Engine to Contractor's designated repair facility, District shall provide to Contractor all information and records necessary for Contractor to establish the nature and extent of the Services required to be performed on the Engine and to perform such Services. Such information and records include, but are not limited to:

1. The cause of Engine removal (reason for this shop visit);
2. Applicable Engine log books;
3. Engine on-wing performance data shall be provided in accordance with Section 7.1 item N below; and
4. Current Engine Time Since New (TSN) and Cycles Since New (CSN) (if applicable), for all Modules, as required in Engine log book.

10.3.5 District's failure to furnish necessary information and records shall result in a delay in induction of the Engine for Service and Contractor's obligations shall be suspended on a day for day basis for that shop visit, and may necessitate premature LLP replacement as described below, at District's expense. However, prior to replacing such LLP, Contractor will first advise District that certain records are missing and allow District five (5) working days to acknowledge and forward such records to Contractor.

10.3.6 Redelivery

10.3.6.1 District shall provide all shipping stands, shipping containers, mounting adapters, inlet plugs and covers, required to package Equipment for Redelivery.

10.3.6.2 Contractor will prepare and package Equipment in shipping stands or containers which District has provided for Redelivery in accordance with Contractor's standard commercial practice. After completion of Services, Contractor or the Designated Logistics Provider will Redeliver the Engine to District. In the event Redelivery of an Engine cannot occur due to any act or failure to act of District, Contractor may place such Engine into storage, at District's expense. Costs for Engine installation into District aircraft, or any incidents associated with such activity, shall be borne by District. In such event, Contractor will

notify District of such storage, Contractor's Redelivery obligations will be deemed fulfilled, all risk of loss or damage to the Equipment will thereupon pass to District, and any amounts payable to Contractor upon Redelivery will be payable upon presentation of Contractor's invoice. District will reimburse Contractor for all expenses incurred by Contractor, such as, but not limited to, preparation for and placement into storage, handling, inspections, preservation and insurance of the Equipment. Upon payment of all amounts due hereunder, Contractor will assist and cooperate with District in the removal of Equipment placed in storage.

10.3.6.3 Contractor will prepare and provide to District a records package in connection with Services performed on the Engine, and Contractor shall retain a copy of such records. At Redelivery, such records shall include:

1. Updated Engine Log Book to reflect Part replacement and any additional life cycles accumulated during engine test;
2. Serviceable tag for Serviceable Equipment;
3. Original records and related documentation furnished by District; and
4. Other records in compliance with applicable AAA regulations.

10.3.7 Transportation

The Designated Logistics Provider will pay all transportation charges incident to the District's obligations for the shipping of spare parts, Engines, GE Spare Engines, Modules and or LRUs for Repair, and any Supplemental Work.

10.3.8 District warrants and agrees that District's title to the Engines and Parts exchanged is free and clear of all liens and encumbrances and that it shall deliver to Contractor such documents as may be necessary to transfer title and release any liens or encumbrances affecting said Engines or Parts. District shall obtain consent, if District's interest or the Engine or Parts are subject to liens or encumbrances, from such owner or

lien holder in a form reasonably agreeable to the Parties.

- 10.3.9 Contractor furnished parts and material (including LRU's) incorporated into an Engine will be deemed to have been sold to District and title to such parts and material or LRU's will pass to District upon incorporation into such Engine. Risk of loss or damage to such parts and material will pass to District upon Redelivery of the Engine. District hereby agrees that title to and risk of loss of any parts removed from the Engine that are replaced by other parts (including Repairable parts and LRU's) will pass to Contractor upon incorporation of replacement parts or LRU's into the Engine.

10.4 District Responsibilities

District will be obligated under this Contract to:

- 10.4.1 Establish a process to ensure excessive spare parts, in excess of the lay in quantities, are not requested. If, after review of the engine(s)' history, District considers the increased quantities are justified, District shall purchase the additional parts, at the then commercial catalogue price.
- 10.4.2 District shall deliver all non-TrueChoice™ Program Engines to the DRS for a PESV. All non-OEM approved parts or repairs will be removed at District expense prior to entry into the TrueChoice™ Program.
- 10.4.3 Designate in writing one (1) or more District representatives. The representative for District is:
- Dennis Blumenthal
Chief, Helicopter Maintenance
LA County Fire Department
T: 818-890-5777
- 10.4.4 Provide to Contractor a forecast of operational and maintenance program schedules, fleet operational status, Engine/aircraft flight hours and cycles, scheduled Engine or Engine module removals, Engine sale or return, and any other relevant information to allow the Parties to formulate an RS. The forecast will be provided to Contractor in a mutually agreeable

format quarterly on a rolling annual basis unless the Parties agree otherwise.

- 10.4.5 Perform all Flight Line Maintenance and On-Aircraft Engine Maintenance using Contractor furnished Parts, including scheduled inspections, troubleshooting and LRU replacements on installed Engines as set forth in the applicable Maintenance Manual, Service Bulletins and other instructions that may be issued by Contractor.
- 10.4.6 With Contractor's assistance, determine whether any Engine requires off-wing repairs prior to its removal from the aircraft, as described in the Maintenance Manual. If during the course of troubleshooting, an LRU is removed and such LRU is found not to be the cause of the Engine malfunction, District shall deem the Component as Serviceable and identify the Component with the appropriate airworthiness identification Serviceable tag and return it to Contractor, Contractor's designated facility, or authorized distributor.
- 10.4.7 Assure that any requested repair of an Engine; accessory or component that is covered under a third-party warranty that is not assigned to Contractor will be performed directly by that person at no expense to Contractor. Notwithstanding the above, Contractor may accept a purchase order for the time and material repair of a warranted item from District or the person giving the warranty.
- 10.4.8 Provide adequate office space, parking, telephone, facsimile and computer equipment for the Contractor representative(s), if assigned to or when working at the District 's facility.
- 10.4.9 Undertake all activities, including procurement of all tooling, maintenance stands, transportation dollies and Quick Engine Change (QEC) Consumables necessary for Engine removal from District 's aircraft and Engine installation to District 's aircraft, On-Aircraft Maintenance and Engine Module changes off the aircraft.
- 10.4.10 Warrant that all Engine Flight Hours, life cycles recorded and reported to Contractor are correct and

that all known or suspected abuse or damage to the Equipment covered by this Agreement including GE Spare Engines, if applicable, will be reported to Contractor.

- 10.4.11 Incorporate aircraft modifications that impact Engine time on wing as described in aircraft SB's as mutually determined by Contractor and District. Such mutual determination shall be the result of good faith discussions between the parties.
- 10.4.12 With the aid of Contractor, develop an automated method to transfer operational and maintenance data from in-flight data acquisition systems (such as HUMS or ACARS) and/or ground based computer systems by which the parties may evaluate technologies necessary to streamline the automated process of data transfer. District shall pay for the dedicated link to the site designated by Contractor. If such systems are not available, Contractor will work with District to establish an alternate electronic means of providing this data.
- 10.4.13 District agrees that Contractor may install and/or incorporate new technology, Service Bulletins, and/or OEM-approved repairs and parts in District's Engines which enhance Engine reliability or performance.
- 10.4.14 District shall provide Continuous Engine Operational Data (CEOD) to Contractor on a monthly basis, or as requested by Contractor, for all Engines and associated aircraft. Any CEOD may be used by Contractor, its parent companies and affiliates for internal purposes including (1) technical fleet and engine analysis and (2) development of and improvements to Contractor products and services, provided that the parent companies and affiliates of Contractor are subject to confidentiality obligations substantially similar to those specified in this Article. Any Derivative Data generated by Contractor is and will remain the property of Contractor.

10.5 Spare Parts

- 10.5.1 District is responsible for purchasing an adequate spare parts lay-in, on-site, both consumable and repairable, to prevent AOG and to minimize maintenance turnaround times. Upon request, Contractor can provide a quote of its recommended initial provisioning list.
- 10.5.2 District will maintain the range and quantity of parts in the on-site lay-in. Before requesting replenishment consumable spare parts, District will ensure the quantity of material requested will not result in on-site material in excess of the purchased lay-in quantities. Additional repairable parts, if required, will be purchased from Contractor. Repairable parts removed from engines will be inducted into the repair pipeline expeditiously so as not to negatively impact support.
- 10.5.3 Contractor will determine which parts are required to perform the Services and will provide all parts and materials (new or used Serviceable, including use of Rotable Parts) required to accomplish the Services. Contractor may issue compatible parts from Contractor's Rotable Parts inventory to replace DISTRICT's parts requiring Services. District agrees to accept District Rotable Parts that are updated to an approved Service Bulletin.

10.6 Pricing

District acknowledges that Contractor has the legal right to assert mechanic's liens or other statutory or common law liens under applicable law (foreign or domestic) against Engines following performance of Services under this Agreement.

10.7 Warranty

See Exhibit A-8

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire

Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this **1st** day of **July**, **2022**.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

GENERAL ELECTRIC COMPANY
Acting through its GE AVIATION business unit

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By _____
Senior Deputy County Counsel

SOLE SOURCE CHECKLIST

Department Name: FIRE

New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Sheila Williams

Digitally signed by Sheila Williams
Date: 2021.11.08 15:53:49 -08'00'

Chief Executive Office

Date

Sole Source Checklist – TAP agreement with HSI

Through this contract, Helicopter Support, Inc. dba Sikorsky Commercial, Inc. (HSI) provides a Total Assurance Program (TAP) which consigns a large inventory of parts to the District for its S70 Sikorsky Firehawk helicopters (Firehawks).

Justification:

- Attached is Sole Source Letter from (HSI) stating it is a subsidiary of Sikorsky Aircraft Corporation which is the “sole, direct source for proprietary, OEM-manufactured parts, tools and technical publications.”
- As part of the TAP agreement, HSI consigns an inventory of spare parts for purposes of supporting the District’s Sikorsky Aircraft. Whereas the District does not possess a significant Sikorsky parts inventory of its own, the utilization of this consigned inventory is crucial for mitigating Aircraft downtime.
- At a Firm Fixed Price (FFP) per Flight Hour and at a guaranteed Annual Minimum Usage, HSI provides the District with certain replacement parts needed to maintain the Firehawks in a serviceable condition. With some exclusions and exceptions, the covered parts are those which require replacement or repair at both a scheduled or unscheduled basis and cost more than \$200. The FFP multiplied by the Annual Minimum Usage, divided by 12 equates to an approximate Fixed Monthly Operating Expenditure for the usage of parts. This fixed amount is important for budgeting purposes, because which part breaks and when they break is incalculable and the costs to either repair or replace these parts can easily reach the hundreds of thousands of dollars. For this reason, coupled with the previously mentioned consignment Inventory helps to ensure the expedited delivery of Sikorsky approved parts and minimizing Aircraft downtime.