COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

December 13, 2005

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

Dear Supervisors:

APPROVAL OF MASTER AGREEMENTS FOR AS-NEEDED ARCHITECTURAL AND ENGINEERING SERVICES (ALL DISTRICTS) (3 VOTES)

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

1. Find that these agreements are exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve and instruct the Mayor to sign three-year master agreements, substantially to form (Attachment A), with the attached list of selected professional firms (Attachment B) to provide As-Needed Architectural and Engineering (A/E) services for the Consolidated Fire Protection District of Los Angeles County ("District"). The initial term of the agreement will be for three (3) years, with two (2) one-year renewal options, and also include an additional six (6) month-to-month extensions, not to exceed a total possible contract term of five (5) years and six (6) months.

3. Authorize the Fire Chief, or his designee, to amend, suspend and/or terminate these agreements, in accordance with the District's master agreement for As-Needed A/E services. In addition, delegate authority to the Fire Chief, or his designee, to amend these contracts as described above.

4. Authorize the total master agreement expenditures for the first three (3) years and optional two (2) one-year extensions at $1,050,000; representing a portion of the previous Board approved overall authority of $6,000,000 annually for architectural and engineering services. The District's expenditures for these agreements will require no increase to the existing Board-approved contracted authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District currently provides fire protection services in 58 contract cities, with 165 fire stations located throughout Los Angeles County. From time to time, the District requires the technical expertise and knowledge of A/E professionals to assist in the modification of pre-existing facilities.

Proper maintenance of facilities allows the District to meet building code requirements, and maintain safe and effective facilities for District employees and its surrounding communities.

Implementation of Strategic Plan Goals

Approval of the recommended action will enable the District to promote the County's Strategic Goals No. 1 and 2 for Service and Workforce Excellence. Improvements to current facilities will allow better facility and service efficiency, and create a positive working environment.

FISCAL IMPACT/FINANCING

The District's 2005-06 adopted budget includes sufficient funding for the Master Agreement for As-Needed Architectural and Engineering Services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District recommends award of the master agreement utilizing a standard Master Agreement (Attachment A) which will be reviewed and approved by County Counsel prior to execution. Awarded firms have agreed to comply with all Board and CAO contracting requirements as stated in the agreement.

Upon final analysis and consideration of the awards, firms were selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

These contracts are exempt from CEQA under Section 1506(b)(3) of the CEQA Guidelines because it can be seen with certainty that these contracts will not have a significant impact on the environment.

CONTRACTING PROCESS

Prior to the release of the RFSQ (Request for Statement of Qualifications), the District consulted with both the Architectural Evaluation Board (AEB) and County Counsel of its intent to open the solicitation to the general public. The District was granted permission to solicit for services independently based on the anticipation of generally smaller scale/budget projects.

On July 26, 2005, the District released an RFSQ seeking Statement of Qualifications (SOQs) from interested A/E firms. Notice was posted on the County's WebVen and published in twelve (12) local community newspapers.

Thirty-one (31) SOQs were received in response to the solicitation. Twenty-seven (27) firms were accepted for consideration and forwarded to the Evaluation Panel. The Evaluation Panel, comprised of members from the District's Construction and Maintenance Division, reviewed the responses based on the firm's qualifications, and recommended twenty-seven (27) firms for final award of agreements.

IMPACT ON CURRENT SERVICES

The master agreement is intended to provide A/E services on an as-needed basis. No significant impact will be made to the District's current services or to County employees.

CONCLUSION

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board letter and Agreement. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when the documents become available.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:kt

Attachments (3)

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

SAMPLE
MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES DISTRICT

AND

(CONTRACTOR)

FOR

ARCHITECTURAL AND ENGINEERING SERVICES

MASTER AGREEMENT PROVISIONS
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Sample Master Agreement

MASTER AGREEMENT BETWEEN CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND

_____

FOR ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of _____, 2005

by and between CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (hereafter "District")

_____ (hereafter "Contractor")

RECITALS

WHEREAS, the District may contract with private businesses for as-needed Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

1.1 EXHIBIT A - District's Administration

1.2 EXHIBIT B - Contractor's Administration

1.3 EXHIBIT C - Contractor's EEO Certification

1.4 EXHIBIT D - Jury Service Ordinance

1.5 EXHIBIT E - Safely Surrendered Baby Law

1.6 EXHIBIT F- Sample Work Order Formats

1.7 EXHIBIT G - Forms Required For Each Work Order Before Work Begins

Unique Exhibits:

1.8 EXHIBIT H - Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor

1.9 EXHIBIT I - Subsequent Executed Work Orders

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change

to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance have all been received by the Contracts Division and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 County: Refers to the County of Los Angeles

2.4 District: Refers to the Consolidated Fire Protection District of Los Angeles County.

2.5 District Master Agreement Program Director (MAPD): Person designated by District with authority to negotiate and recommend all changes on behalf of District.

2.6 District Contract Administrator: Person designated by District's Contract Director to manage the operations under this Master Agreement.

2.7 District Project Director: Person designated by District with authority to approve all Work Order solicitations and executions.

2.8 Day(s): Calendar day(s) unless otherwise specified.

2.9 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.10 Master Agreement: District's standard agreement executed between District and individual Contractors. It sets forth the terms and conditions

for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.11 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to District's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the District.

2.12 Request For Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.13 Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.

2.14 Statement of Work : A written description of tasks and/or deliverables desired by District for a specific Work Order.

2.15 Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 STATEMENT OF WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related Statement of Work for which Contractor is contracted.

3.2 Work Orders shall generally conform to either *Exhibit F1 or F2,* depending on whether the particular Work Order is to be performed on a time and materials basis (see *Exhibit F1*) or on a fixed price per deliverable basis (see *Exhibit F2*) as determined by District. Each Work Order shall include an attached Statement of Work, which shall describe

in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

3.3 If Contractor provides any task, deliverable, service, or other work to District that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against District.

3.4 District procedures for issuing and executing Work Orders are as set forth in this Sub-paragraph 3.4. Upon determination by District to issue a Work Order solicitation, District shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

3.5 Upon completion of evaluations, District shall execute the Work Order by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, District may either rebid the Work

Order tasks or extend the Work Order if technical or cost circumstances require it.

3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of District's Project Director.

3.7 If Contractor is unable to meet with District at commencement of work as specified in the Work Order, then Contractor may be disqualified from the particular Work Order. In the event Contractor defaults three times under Sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement shall be three (3) years effective upon the date of its execution by the Board of Supervisors, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The District shall have the option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Fire Chief, or authorized designee.

4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in *Exhibit A – District's Administration.*

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the District by the Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total amount authorized under Work Orders issued pursuant to this Master Agreement. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit A – District's Administration*.

5.4 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it

shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice District for each Work Order either: (1) monthly, if performed on a Time and Materials basis (see *Exhibit F1*) or (2) by deliverable, if performed on a fixed price per deliverable basis (see *Exhibit F2*).

5.5.2 Payment for all work shall be on either a Time and Materials basis or a Fixed Price per Deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.25, Liquidated Damages.

5.5.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of District's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.5.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.5.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order;
- Cost of materials as a separate line item; and
- Total amount of the invoice.

Fixed Price Per Deliverable:

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - DISTRICT

DISTRICT ADMINISTRATION

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

6.1 District's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the District and Contractor.

6.2 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Master Agreement are met;
- making changes in the terms and conditions of this Master Agreement in accordance with Sub-paragraph 8.4, Change Notices and Amendments;
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.3 District's Project Director

The District's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions. The responsibilities of the District's Project Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

The District's Project Director is not authorized to make any changes in the terms and conditions of this Master Agreement, except through formally prepared Change Notices and Amendments, Sub-paragraph 8.4.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with District's Project Director on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B.* Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

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

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

7.4.3 If District requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the contractor's staff's District photo identification badge at the time of removal.

7.5 Background and Security Investigations

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

7.5.2 If the Contractor's staff does not pass the background clearance investigation, the District may request that the Contractor's staff be immediately removed from working on the District Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background clearance investigation.

7.5.3 District may immediately, at the sole discretion of the District, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access.

7.5.4 Disqualification, if any, of Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

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

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the *"Contractor Employee Acknowledgment & Confidentiality Agreement", Exhibit G-3.*

The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the *"Contractor Non-Employee Acknowledgment & Confidentiality Agreement", Exhibit G-4.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, either in whole or in part, without the prior written consent of the District. Any unapproved assignment or delegation shall be null and void. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the District's sole discretion, against the claims, which the Contractor may have against the District.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor,

whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the District's prior written approval, will result in the termination of this Agreement.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District Master Agreements, the District reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Master Agreement. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Master Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The District reserves the right to initiate Change Notices that **do not affect** the scope or payment of any Work Orders issued pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and by District's Contract Director, or his designee, District's Contract Administrator.

8.4.2 The Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this

Master Agreement. The District reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by District's Contract Director, or his designee, District's Contract Administrator.

8.4.3 The District's Contract Director, or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by District's Contract Director, or his designee, the District's Contract Administrator.

8.5 COMPLAINTS

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

Within fifteen (15) business days after contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

- within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation;
- 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; and
- copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

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

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.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification.*

8.8 COMPLIANCE WITH DISTRICT'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Master Agreement is subject to the provisions of the District'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 District Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the District Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the District Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses

any subcontractor to perform services for the District under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 CONFLICT OF INTEREST

8.9.1 No District employee whose position with the District enables such employee to influence the award of this Master Agreement or any

competing Master Agreement, 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 Master Agreement. 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING DISTRICT EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

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

8.12.2 Chapter 2.202 of the District Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the District Code, if the District acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Agreements for a specified period of time, which generally will not exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the District.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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.

8.12.5 Contractor Reinstatement

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

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

This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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 District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The District's Department of Children and Family Services will supply the Contractor with the poster to be used.

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

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers.

8.14.2 As required by the District's Child Support Compliance Program (District Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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 will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds

caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices

and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the District of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work

pursuant to this Master Agreement all compensation and benefits. 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.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.21.4 As previously instructed in Sub-paragraph 7.6 - Confidentiality, the Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the *"Contractor Employee Acknowledgment & Confidentiality Agreement", Exhibit G-3.* The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the *"Contractor Non-Employee Acknowledgment & Confidentiality Agreement", Exhibit G-4.*

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

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

Consolidated Fire Protection District of
Los Angeles District
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001
Attn: Contracts Section

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

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the District , its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require

the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Master Agreement upon which the District may immediately terminate or suspend this Master Agreement. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.6

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of

occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

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

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

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

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$2 million
Each Occurrence:	$2 million

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

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

8.24.4 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

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

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District's Contract Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District 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 District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Charts, as defined in Appendix J,* and that the Contractor shall be liable to the District for liquidated damages in said amount. Said

amount shall be deducted from the District's payment to the Contractor; and/or

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

8.25.3 The action noted in Sub-paragraph 8.25.2 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.

8.25.4 This Sub-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 Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any District, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the District.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 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.

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

8.27.3 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.

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

8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours

to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the District.

8.27.7 If the District finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the District reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 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.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles District, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement 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 A, District's Administration and B, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District's Contract Administrator shall

have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of 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.

8.35.2 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 an SOQ 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.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement 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 Master Agreement within the following conditions:

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

8.36.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the District of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the District, or its authorized representatives, shall

have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Master Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Master Agreement 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 District, provided that if any such material is located outside Los Angeles District, 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the District for the purpose of this Master Agreement.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

8.39.1 Portions of the work or services covered by this master agreement may be subcontracted to other providers, in accordance with the needs of the work to be provided to the District. Subcontracted work must be approved by the Project Manager or his designee, at his sole discretion. The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information, in writing, **prior** to work commencing:

- The name(s) and company name(s) of any subcontractor;
- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.39.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

8.39.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.

8.39.6 The District's MAPD is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees.

8.39.7 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.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved

subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of
Los Angeles County
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040-4001
Attn: Contracts Section

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the District under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to District Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 District may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes

effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Contract Director:

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

8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the District has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the District terminates this Master Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the District agree that the District will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the District's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the District agree that the District shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Master Agreement sum, whichever is less, as equitable compensation to the District for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the District by cash payment upon demand or, at the sole discretion of the District, or designee, deducted from any amounts due to the Contractor by the District, whether under this Master Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the District is otherwise entitled to under this Master Agreement, and the Contractor's payment of these liquidated

damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the District provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. 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.

8.43.2 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 District Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The District may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 TERMINATION FOR NON-ADHERENCE OF DISTRICT LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the District's future fiscal years unless and until the District's Board of Supervisors appropriates funds for this Master Agreement in the District's Budget for

each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the District of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

1. Pay to the District any difference between the work order amount and what the District's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the work order; and

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

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the District's Office of Affirmative Action Compliance of this information.

AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

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

CONTRACTOR: (_____Name_____)

By _____
Name

_____
Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Mayor, Board of Supervisors

ATTEST:

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

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
Office of the County Counsel

By_____
Principal Deputy District Counsel

The following list of vendors have successfully submitted qualifications to the Consolidated Fire Protection District of Los Angeles County in response to the Request for Statement of Qualifications (RFSQ) for ***Architectural and Engineering Services***. The Board of Supervisors approved and adopted these vendors as contractors on December 13, 2005.

	VENDOR NAME	CONTRACT NUMBER
1.	The Albert Group Architects	
2.	Caldwell Architects	
3.	Concept Marine Associates, Inc.	
4.	GK & Associates	
5.	GKK Works	
6.	Integrated Consultants, Inc.	
7.	Integrated Design Services, Inc.	
8.	J.C. Chang & Associates, Inc.	
9.	Kajima Associates, Inc.	
10.	Katherine Spitz Associates, Inc.	
11.	Kishimoto Architects, Inc.	
12.	Komex H_2O Science, Inc.	
13.	Luckman Partnership, Inc.	
14.	Milestone Consulting Services	
15.	Nicoloff & Associates, Inc.	
16.	Owen Group	
17.	PSY Design Lab	
18.	Questar Engineering, Inc.	
19.	Rachlin Architects, Inc.	

	VENDOR NAME	CONTRACT NUMBER
20.	Red Stick Development, Inc.	
21.	RP Development Services	
22.	Ryans Virtual Design, Inc.	
23.	Sigma Engineering, Inc.	
24.	Tank Vision Environmental, Inc.	
25.	TMAD Taylor & Gaines	
26.	V & M Electrical Engineering, Inc.	
27.	Yau Associates Engineering, Inc.	

Attachment C

Community Business Enterprise Program
Information Summary

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

FIRM INFORMATION		THE ALBERT GROUP ARCHITECTS		CALDWELL ARCHITECTS		CONCEPT MARINE ASSOCIATES		GK & ASSOCIATES	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								100%
	American Indian								
	Filipino								
	White	100%		100%		100%			
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								1
	Hispanic/Latino								
	Asian or Pacific Islander				1				
	American Indian								
	Filipino								
	White	1		2	1	3			
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American					2			
	Hispanic/Latino					1			
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White		2	2	1	4		1	
		Number		Number		Number		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
Staff	Black/African American	1			1		2		1
	Hispanic/Latino	1	1	1					
	Asian or Pacific Islander	2	3	2	2	1			1
	American Indian								
	Filipino							1	
	White	1		2	2	8	4		
Total # of Employees		12		17		25		5	
Business Structure		Sole Proprietorship		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		*		*		N/A		Yes	
Certifying Agency								Unified Certification Program	

*Data not available

FIRM INFORMATION		GKK WORKS		INTEGRATED CONSULTANTS INC.		INTEGRATED DESIGN SERVICES, INC.		J.C. CHANG & ASSOCIATES, INC.	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander	66.4%						66%	
	American Indian								
	Filipino			100%					
	White	33.6%				100%		34%	
		Number		Number		Number*		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	1							
	Asian or Pacific Islander	1						1	
	American Indian								
	Filipino			1	1				
	White	8				2		2	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American	3							
	Hispanic/Latino	2					1		
	Asian or Pacific Islander	7	1			1		1	
	American Indian								
	Filipino			1					
	White	40	1			4		2	1
		Number		Number		Number		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
Staff	Black/African American	2	3						
	Hispanic/Latino	5	6			1		4	
	Asian or Pacific Islander	10	4			4		10	2
	American Indian								
	Filipino	1	1	3	1			2	
	White	23	6	1		3	1	8	2
Total # of Employees		130		4		17		35	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		Yes		Yes		*		*	
Certifying Agency		City of Los Angeles		County of Los Angeles					

*Data not available

FIRM INFORMATION		KAJIMA ASSOCIATES, INC		KATHERINE SPITZ ASSOCIATES INC.		KISHIMOTO ARCHITECTS, INC.		KOMEX H&S SCIENCE, INC	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander	100%				50%	50%		
	American Indian								
	Filipino								
	White				100%			100%	
		Number		Number		Number*		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander	1				1	1		
	American Indian								
	Filipino								
	White								
		Number		Number		Number*		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino	1				1			
	Asian or Pacific Islander	1				2			
	American Indian								
	Filipino								
	White					1	1	3	
		Number		Number		Number*		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
Staff	Black/African American	2	1						
	Hispanic/Latino	2						4	1
	Asian or Pacific Islander	10	4			1	1	2	3
	American Indian								
	Filipino	5	2			1			
	White	5	1					27	15
Total # of Employees		37		10		10		55	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		No		Yes		Yes		*	
Certifying Agency				County of Los Angeles		State of CA WMBE			

*Data not available

FIRM INFORMATION		LUCKMAN PARTNERSHIP, INC		MILESTONE CONSULTING SERVICES		NICOLOFF & ASSOCIATES INC		OWEN GROUP	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			51%	49%				12%
	Asian or Pacific Islander							8%	
	American Indian								
	Filipino							3%	
	White	66.6%	33.3%			95%	5%	70%	7%
		Number*		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition			Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			1	1				1
	Asian or Pacific Islander							2	
	American Indian								
	Filipino							1	1
	White	2				1	1	4	
		Number		Number		Number		Number*	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American							1	
	Hispanic/Latino			1	1			2	1
	Asian or Pacific Islander							1	2
	American Indian								
	Filipino							3	2
	White	1	2					1	2
		Number		Number		Number		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
Staff	Black/African American								
	Hispanic/Latino			3	1			2	
	Asian or Pacific Islander							6	1
	American Indian								
	Filipino					3	1	1	2
	White	3	1	2				8	5
Total # of Employees		9		10		6		4	
Business Structure		Corporation		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		*		*		*		*	
Certifying Agency									

*Data not available

FIRM INFORMATION		PSY DESIGN LAB		QUESTAR ENGINEERING, INC.		RACHLIN ARCHITECTS, INC.		RED STICK DEVELOPMENT, INC.	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			50%					
	Asian or Pacific Islander	100%							
	American Indian								
	Filipino								
	White				50%	100%		100%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			1					
	Asian or Pacific Islander	3							
	American Indian								
	Filipino								
	White				1	2		1	
		Number		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino			1					
	Asian or Pacific Islander								
	American Indian								
	Filipino			1					
	White			22					
		Number		Number		Number		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
Staff	Black/African American					1			
	Hispanic/Latino				2	1			
	Asian or Pacific Islander					1			
	American Indian								
	Filipino					1			
	White				7	11	1		
	Total # of Employees	3		35		16		1	
Business Structure		Partnership		Corporation		Corporation		Sole Proprietorship	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		*		N/A		*		*	
Certifying Agency									

*Data not available

FIRM INFORMATION		RP DEVELOPMENT SERVICES		RYANS VIRTUAL DESIGN, INC.		SIGMA ENGINEERING, INC.		TANK VISION ENVIRONMENTAL, INC	
		% of Ownership		% of Ownership		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American			100%		4%			
	Hispanic/Latino					8%			
	Asian or Pacific Islander					4%			
	American Indian								
	Filipino					4%			
	White	100%				60%	20%	100%	
		Number		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American			1					
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino								
	White	1				2		1	
		Number		Number		Number*		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
	Black/African American								
	Hispanic/Latino								
	Asian or Pacific Islander								
	American Indian								
	Filipino				1				
	White					4	1		
		Number		Number		Number*		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female	Male	Female
Staff	Black/African American					1			
	Hispanic/Latino			1		2			
	Asian or Pacific Islander			1		1			
	American Indian								
	Filipino					1			
	White			1	1	8	3		
	Total # of Employees	1		6		23		1	
Business Structure		Sole Proprietorship		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		*		Yes		No		*	
Certifying Agency				City of Los Angeles					

*Data not available

FIRM INFORMATION		TMAD TAYLOR & GAINES		V & M ELECTRICAL ENGINEERING, INC.		YAU ASSOCIATES ENGINEERING, INC.	
		% of Ownership*		% of Ownership		% of Ownership	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino	6%					
	Asian or Pacific Islander	53%				100%	
	American Indian						
	Filipino						
	White	41%		44.75%	55.25%		
		Number		Number		Number	
Owners/Partners	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino	8	2				
	Asian or Pacific Islander	35	2			2	
	American Indian						
	Filipino						
	White	22	5	1	1		
		Number		Number		Number	
Managers	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino	1					
	Asian or Pacific Islander	3	2			2	1
	American Indian						
	Filipino						
	White	3	1				
		Number		Number		Number	
	Cultural/Ethnic Composition	Male	Female	Male	Female	Male	Female
Staff	Black/African American	2	3	2	1		
	Hispanic/Latino	30	11			2	
	Asian or Pacific Islander	64	15			1	2
	American Indian	1					
	Filipino			1			
	White	49	20			1	
Total # of Employees		279		6		11	
Business Structure		Corporation		Corporation		Corporation	
Certified as Minority, Women, Disadvantage or Disabled Veteran Business Enterprise?		Yes		Yes		Yes	
Certifying Agency		County of Los Angeles		County of Los Angeles		MTA	

*Data not available