



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, May 5, 2021

TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT (15 Minutes)

3. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:

REQUEST TO AUTHORIZE THE ACQUISITION OF TEN QUINT AERIAL APPARATUS, SIX ALL-WHEEL DRIVE WILDLAND PUMPER APPARATUS, ELEVEN PUMPER APPARATUS, AND FOUR WATER TENDER TRUCKS AND 12 PARAMEDIC RESCUE SQUADS

Speaker(s): Christopher Anderson and Anthony Marrone (Fire)

B. Board Letter:

DELEGATE AUTHORITY TO THE FIRE CHIEF TO ENTER INTO A FUNDING AGREEMENT WITH SOUTHERN CALIFORNIA EDISON, A SOLE SOURCE AGREEMENT WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER AND APPROVE APPROPRIATION ADJUSTMENT

Speaker(s): Christopher Anderson and John O'Brien (Fire)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE ANNUAL FEES FOR HAZARDOUS WASTE GENERATOR/TIERED PERMITTING, HAZARDOUS MATERIALS HANDLER, ABOVEGROUND PETROLEUM STORAGE TANK, AND CALIFORNIA ACCIDENTAL RELEASE PREVENTION PROGRAM PERMITS FOR FISCAL YEAR 2021-22

Speaker(s): Christopher Anderson and Nick Duvally (Fire)

Wednesday, May 5, 2021

- B. Board Briefing:**
PROBATION OVERSIGHT COMMISSION BRIEFING
Speaker(s): Wendelyn Julien (POC)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A. Board Letter:**
APPROVAL OF CONTRACT WITH ZOLL MEDICAL CORPORATION FOR EXTENDED WARRANTY SERVICES
Speaker(s): Christopher Anderson (Fire)
- B. Board Letter:**
APPROVAL OF MASTER AGREEMENTS FOR HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
Speaker(s): Christopher Anderson (Fire)
- C. Board Letter:**
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES INC. FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES
Speaker(s): Kimberly L. Unland and Irma Santana (Sheriff)
- D. Board Briefing:**
OFFICE OF DIVERSION AND REENTRY BRIEFING
Speaker(s): Peter Espinoza (ODR)
- E. Board Briefing:**
PSRT IMPLEMENTATION PLAN BRIEFING
Speaker(s): Mark Delgado (CCJCC)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
www.fire.lacounty.gov

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

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KATHRYN BARGER
FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 18, 2021

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

FIRE CHIEF SIGNATURE FOR CAR

Daryl L. Osby
x 4/13/21

Dear Supervisors:

REQUEST TO AUTHORIZE THE ACQUISITION OF TEN QUINT AERIAL APPARATUS, SIX ALL-WHEEL DRIVE WILDLAND PUMPER APPARATUS, ELEVEN PUMPER APPARATUS, AND FOUR WATER TENDER TRUCKS AND 12 PARAMEDIC RESCUE SQUADS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval for the acquisition of ten quint aerial apparatus at an approximate cost of \$1.55 million each, six all-wheel drive wildland pumper apparatus at an approximate cost of \$330,000 each, eleven pumper apparatus at an approximate cost of \$750,000 each, and four water tender trucks at an approximate cost of \$550,000 each. The District will also be acquiring twelve paramedic squads at an approximate cost of \$160,000 each, which will result in a total combined apparatus purchase of approximately \$29.85 million.

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

1. Approve the District's request and authorize the Internal Services Department, as the County's Purchasing Agent, to proceed with the solicitation and acquisition of capital asset items in excess of \$250,000, which consist of ten quint aerial apparatus, six all-wheel drive pumper apparatus, 11 pumper apparatus, 12

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLENDALE
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
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LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

paramedic rescue squads, and four water tenders.

2. Approve the District's request and authorize ISD as the County's Purchasing Agent to proceed with a tag-on acquisition of six all-wheel drive wildland pumper apparatus from the State of California Department of General Services contract #1-17-23-21B, Supplement nine with Boise Mobile Equipment.
3. Approve the Appropriation Adjustment (Attachment A) to transfer \$29.85 million from the Fire Department – Committed for Budget Uncertainties to the Fire Department Special Services Unit's Budget Capital Asset (CA) appropriation for the purchase of apparatus.
4. Find that these purchases are exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District has a 20-year replacement plan for pumper, water tender and quint aerial apparatus, consisting of 15 years of front-line service and five years of reserve service; and a 10-year replacement plan for paramedic rescue squad apparatus. Pumper apparatus provide structural fire suppression and protection, wildland fire suppression, and emergency medical response capabilities. All-wheel drive wildland pumper apparatus provide structural fire suppression and protection, wildland fire suppression, and emergency medical response capabilities for rugged off-highway terrain. Water tender trucks provide additional firefighting water to remote locations. Quint aerial apparatus provide the ability to perform as a fire suppression pumper as well as an aerial ladder truck. Paramedic rescue squad apparatus provide structural fire response and emergency medical response capabilities. A detailed description of each apparatus is included as Attachment B. Acquiring these apparatus will allow the District to catch up with our the current apparatus replacement schedule. Deliveries are expected to begin in FY 2022-23. This is the District's first purchase of apparatus since 2017.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; and Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Approval of the Appropriation Adjustment will transfer \$29.85 million from the Fire Department – Committed for Budget Uncertainties to the Fire Department Special Services Unit's Budget CA appropriation to fully fund the purchase of apparatus. These funds were accumulated in the prior fiscal year based on an influx of one-time savings and placed into the reserves to facilitate the replacement of critically needed apparatus.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions to the County's Purchasing Agent.

County Code, Section 2.81.950(C), provides that the Purchasing Agent may award on the basis of a prior bid or last price, if the conditions of purchase are similar. Boise Mobile Equipment has agreed to extend the prior price per unit for the six all-wheel drive wildland pumper apparatus at the same terms and conditions of the previous acquisitions contained in Contract 1-17-23-21B.

ENVIRONMENTAL DOCUMENTATION

The acquisition of these apparatus is exempt from the CEQA as it will not result in a direct or reasonable foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through, and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These apparatus will greatly enhance the District's ability to protect lives, the environment and property in a safe, more efficient, and more cost-effective manner.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
323-881-6173
Zuleyda.Santana@fire.lacounty.gov

Internal Services Department Purchasing & Contracts Service
Attention: Gerald Plummer, Division Manager
1100 North Eastern Avenue, Suite 102

The Honorable Board of Supervisors
May 18, 2021
Page 4

Los Angeles, CA 90063
GPlummer@isd.lacounty.gov

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:ab

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

PINK(1)

BA FORM 12032018

BOARD OF SUPERVISORS
OFFICIAL COPY

April 01, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2020-21****4 - VOTES****SOURCES****USES****FIRE DEPARTMENT**

DA1-3047

COMMITTED FOR BUDGET UNCERTAINTIES

DECREASE OBLIGATED FUND BALANCE**29,850,000****FIRE DEPARTMENT - SPECIAL SERVICES BUDGET UNIT**

DA1-FR-6030-40100-40191

CAPITAL ASSETS - EQUIPMENT

INCREASE APPROPRIATION**29,850,000****SOURCES TOTAL****\$ 29,850,000****USES TOTAL****\$ 29,850,000****JUSTIFICATION**

This appropriation adjustment reflects the transfer of \$29,850,000 from the Fire Department - Committed for Budget Uncertainties to Special Services Budget Unit's Capital Assets to fully fund the purchase of apparatus.

AUTHORIZED SIGNATURE

ADRIAN LI, ASM III, FMD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

LOS ANGELES COUNTY FIRE DEPARTMENT AERIAL QUINT / LADDER TRUCK

Type of Vehicle:	Aerial Quint / Ladder Truck	Engine Make:	Cummins
Chassis Make:	KME	Engine Model:	ISX 15
Chassis Model:	Prediator	Engine HP:	600 EV
GVWR:	75,500	Fuel:	Diesel

Vehicle Purpose: Responds to all Structure Fires and Technical Recues in Los Angeles County. Has a ladder that can be extended to a height of 100' for Rescue or Elevated Water Stream Operations. Carries 350 gallons of water and is capable of pumping 1500 gallons of water per minute from its main fire pump. In addition, carries a full complement of Ground Ladders, Self-Contained Breathing Apparatus (SCBA's) and Specialized Rescue Tools.

Apparatus can be dispatched as part of Regional Mutual Aid Agreements to assist other Local, County, State or Federal agencies across the State of California as needed.

Special Equipment: Emergency Warning Lights, Siren and Radios



Prepared by David Thornton
Power Equipment Specification Writer
LACoFD Fleet Services
March 1, 2021

LOS ANGELES COUNTY FIRE DEPARTMENT

TYPE III WILDLAND FIRE ENGINE

Type of Vehicle:	Type III Fire Engine	Engine Make:	Cummins
Chassis Make:	International	Engine Model:	ISL 8.9L
Chassis Model:	7400 Series 4x4	Engine HP:	350 EV
GVWR:	35,000	Fuel:	Diesel

Vehicle Purpose: Primary response apparatus for all Wildland Fires in Los Angeles County. This type of apparatus is also utilized by CalFire across the entire state of California. Carries approximately 500 gallons of water and is capable of pumping 500 gallons of water per minute in 4x4 off-road conditions. In addition, carries a full complement of Fire Hose, Self-Contained Breathing Apparatus (SCBA's) and Rescue Tools.

Apparatus can be dispatched as part of Regional Mutual Aid Agreements to assist other Local, County, State or Federal agencies across the State of California as needed.

Special Equipment: Emergency Warning Lights, Siren and Radios



Prepared by David Thornton
Power Equipment Specification Writer
LACoFD Fleet Services
March 1, 2021

LOS ANGELES COUNTY FIRE DEPARTMENT

TYPE I FIRE ENGINE

Type of Vehicle:	Type I Fire Engine	Engine Make:	Cummins
Chassis Make:	KME	Engine Model:	ISX 12
Chassis Model:	Prediator	Engine HP:	500 EV
GVWR:	42,500	Fuel:	Diesel

Vehicle Purpose: Primary response apparatus for all Fires, Medical Emergencies and Rescues in Los Angeles County. Carries approximately 500 gallons of water and is capable of pumping 1500 gallons of water per minute from its main fire pump. In addition, carries a full complement of Fire Hose, Self-Contained Breathing Apparatus (SCBA's) and Rescue Tools.

Apparatus can be dispatched as part of Regional Mutual Aid Agreements to assist other Local, County, State or Federal agencies across the State of California as needed.

Special Equipment: Emergency Warning Lights, Siren and Radios



Prepared by David Thornton
Power Equipment Specification Writer
LACoFD Fleet Services
March 1, 2021

LOS ANGELES COUNTY FIRE DEPARTMENT WATER TENDER

Type of Vehicle: Water Tender
Chassis Make: Freightliner
Chassis Model: M2
GVWR: 60,000

Engine Make: Cummins
Engine Model: ISX 12.0L
Engine HP: 450 EV
Fuel: Diesel

Vehicle Purpose: Primary response apparatus for all Wildland Fires in Los Angeles County. Also responds to area of the county that do not have an easily accessible water supply that is needed for firefighting. Carries approximately 2500 gallons of water and is capable of pumping 500 gallons of water per minute.

Apparatus can be dispatched as part of Regional Mutual Aid Agreements to assist other Local, County, State or Federal agencies across the State of California as needed.

Special Equipment: Emergency Warning Lights, Siren and Radios



Prepared by David Thornton
Power Equipment Specification Writer
LACoFD Fleet Services
April 5, 2021

LOS ANGELES COUNTY FIRE DEPARTMENT PARAMEDIC RESCUE SQUAD

Type of Vehicle:	PM Rescue Squad	Engine Make:	Cummins
Chassis Make:	Dodge	Engine Model:	ISB
Chassis Model:	RAM 4500	Engine HP:	300 EV
GVWR:	16,500	Fuel:	Diesel

Vehicle Purpose: Primary response apparatus for all Medical Emergencies and Rescues in Los Angeles County. Carry medical equipment to provide Advanced Life Support Care in the field before being transported to an area hospital by Ambulance. Also carries a full complement of Fire Fighting Rescue Equipment such as Self-Contained Breathing Apparatus (SCBA's), Forcible Entry Tools and the Jaws of Life.

Special Equipment: Emergency Warning Lights, Siren and Radios



Prepared by David Thornton
Power Equipment Specification Writer
LACoFD Fleet Services
March 1, 2021



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2426
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FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 18, 2021

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

Dear Supervisors:

**DELEGATE AUTHORITY TO THE FIRE CHIEF TO ENTER INTO A FUNDING
AGREEMENT WITH SOUTHERN CALIFORNIA EDISON, A SOLE SOURCE AGREEMENT
WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER AND APPROVE
APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source lease agreement with Coulson Aviation Inc. (Coulson) for the lease of a CH-47 Helitanker. In addition, the District is requesting Board approval to enter into a funding agreement with Southern California Edison (SCE), in which SCE will advance the District for the initial lease cost for the CH-47 Helitanker. The Helitanker will be made available to LA County and neighboring counties within SCE territories in Southern California. As a result, the District is requesting the approval of an Appropriation Adjustment in the amount of \$4,800,000 equal to the SCE initial funding agreement to be received before the end of the fiscal year.

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

1. Delegate authority to the Fire Chief, or his designee to enter into a funding agreement with SCE for the District to accept up to a maximum of \$5,760,000 in funding for lease costs relating to a CH-47 Helitanker lease agreement with Coulson.
2. Delegate authority to the Fire Chief, or his designee, to enter into a sole source lease agreement between the District and Coulson for the lease of a CH-47 Helitanker with a

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

AGOURA HILLS
ARTESIA
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BALDWIN PARK
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BELL GARDENS
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BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
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HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
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LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Portable Retardant Hover-Fill Dip System. The lease agreement shall be effective June 15, 2021.

3. Authorize the maximum contract sum of \$20,000,000 for the Coulson sole source lease agreement.
4. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, and in accordance with the approved contract terms and conditions, provided such documents are reviewed and approved as to form by County Counsel.
5. Approve an Appropriation Adjustment (Attachment A) to increase the Operations Budget Unit's Services & Supplies appropriation by \$4,800,000 which is guaranteed by SCE.
6. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District and SCE will enter into a funding agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to the District for the lease costs relating to the Coulson Helitanker. The funding agreement (Attachment B) has been approved substantially as to form by County Counsel.

Coulson currently has Helitanker lease agreements in place with Ventura and Orange Counties in which SCE also contributes funding for the lease costs. Funding from SCE for such lease shall be approved with a start date of June 15, 2021, and resources will be interagency approved and available to support federal, State & local government incidents throughout the SCE service area which the District has agreements in place with these agencies for reimbursement.

The District intends to enter into a 150-day to 180-day lease agreement with Coulson for a CH-47 Helitanker. In accordance with this agreement, the District will prioritize fire suppression activities in and throughout SCE's service territory that includes Los Angeles County, unless in the professional judgment of the District to do so in any specific instance would not be beneficial or as otherwise directed by appropriate governmental authorities. All flight hours flown outside of the District's jurisdiction include a cost recovery component for the District.

Funding provided by SCE is a one-year commitment as part of their pilot program with other county fire agencies. SCE will work with all fire agencies involved to evaluate the program after the 2021 fire season to determine the possibility of any future SCE funding through such programs.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by

maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

Following your Board's approval of the recommended Appropriation Adjustment in the amount of \$4,800,000, the Operations Budget Unit's Services & Supplies appropriation will increase by \$4,800,000.

An allocation of \$20,000,000 will be encumbered for total operational costs including, stand-by time, flight hours, and portable retardant, as well any unforeseen costs associated with the deployment of the aircraft to areas outside of the District's jurisdiction.

The District will seek full reimbursement for total operational costs for the operation of the Helitanker through various funding sources, including federal, State & local government throughout the SCE service area.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons. The proposed lease agreement with Coulson will assist in the effort to increase the effectiveness of aerial response to wildfires. SCE has determined that the use of the Helitanker offers significant benefits for wildfire suppression, protecting lives and property, including mitigating against damage to SCE's transmission and distribution system, and increasing firefighter safety.

Coulson Helitanker

The Coulson CH-47 Helitanker's night-vision, Visual Flight Rules (VFR) navigation, and hover filling capabilities make it the largest and only Night Vision Goggles (NVG) equipped and staffed Helitanker in the world. The Helitanker is equipped with Coulson's proprietary Retardant Aerial Delivery System (RADS) tank which can drop up to 3000 gallons of water or fire-retardant on a single pass and includes touch screen SMART Delivery System Controller technology which allows for precision automated drops during NVG firefighting operations.

Portable Retardant Hover-Fill Dip System

The portable retardant hover-fill dip system will maximize the effectiveness of the CH-47's RADS system by strategically locating portable retardant hover-fill dip tanks on a fire. Long and time-consuming flights to and from a distant fixed retardant base will not be necessary. This will dramatically decrease turn-around times and significantly increase the gallons of retardant delivered per hour.

ENVIRONMENTAL DOCUMENTATION

The services provided through the proposed funding and lease agreements will not have a significant effect on the environment; and therefore, they are exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

On April 7, 2021, the District notified your Board of our intent to proceed with negotiating a sole source lease agreement with Coulson. The District has provided the Sole Source Checklist (Attachment C) approved by the Chief Executive Office (CEO) detailing the justification for use of a sole source contract in accordance with Board Policy 5.100, Sole Source Contracts.

The CEO's Risk Management Section reviewed the Coulson lease agreement prior to entering into contract negotiations and concurred with the provisions relating to insurance and indemnification.

Contract negotiations were finalized with Coulson and SCE. The terms and conditions were negotiated by the District with assistance from County Counsel. The sole source contract with Coulson (Attachments D) has been approved substantially as to form by County Counsel, and the contract is submitted to your Board with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District.

IMPACT ON CURRENT SERVICES

The lease of the CH-47 Helitanker will augment the District's fleet of aircraft during the 2021 fire season and will help support the District's mission to protect lives, the environment, and property. Approval of the recommended actions will not result in the displacement of any County employees.

CONCLUSION

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

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

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

DRAFT

**STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT
FY 2020-21**

5/18/2021

Cluster	FINANCE
Type of Change	BUDGET ADJUSTMENT
Department Impacted	Fire
Program Impacted	Various
Funding Type	ONE-TIME
Type of Adjustment	REVENUE OFFSET FUNDING
Change in Budgeted Positions	0
Votes	4

Justification

The budget adjustment is to recognize new revenue from Southern California Edison to increase the Operations Budget Unit's Services & Supplies to fund the stand-by time costs of a CH-47 Helitanker.

Sources (Increase Revenue / Decrease Appropriation)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40215	FIRE DEPARTMENT - OPERATIONS BUDGET	92	9889	ASST BY HIRE-OTHER	4,800,000
								4,800,000

Uses (Increase Appropriation / Decrease Revenue)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40215	FIRE DEPARTMENT - OPERATIONS BUDGET		2000	SERVICES & SUPPLIES	4,800,000
								4,800,000

Appropriation	4,800,000
Intrafund Transfers	-
Revenue	4,800,000
Net County Cost	-

Explanation of change

The budget adjustment is to recognize new revenue from Southern California Edison to increase the Operations Budget Unit's Services & Supplies to fund the stand-by time costs of a CH-47 Helitanker.

Manager, CEO Approval

**FUNDING AGREEMENT BY AND BETWEEN THE CONSOLIDATION FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY AND SOUTHERN
CALIFORNIA EDISON COMPANY**

This Funding Agreement (“Agreement”) is by and between the CONSOLIDATION FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, a Special District, (“CFPD”) and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), and is effective on the last date when both Parties sign this Agreement (the “Effective Date”). CFPD and SCE may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons;

WHEREAS, to increase the effectiveness of aerial response to wildfires, CFPD intends to enter into a lease agreement for up to 180 days with Coulson Aviation (“Coulson”) for a CH47 helitanker (the “Fire Suppression Asset”);

WHEREAS, CFPD has requested that SCE provide funding a portion of that part of the fixed lease costs for the Fire Suppression Asset (with CFPD funding that part of the fixed lease cost relating to flight time) and SCE has determined that the use of the Fire Suppression Asset offers significant benefits for wildfire suppression, protecting lives and property, including mitigating against damage to SCE’s transmission and distribution system, and increasing firefighter safety;

WHEREAS, the Parties intend that in operating the Fire Suppression Asset, CFPD will prioritize fire suppression activities in and throughout SCE’s service territory, unless determined otherwise in the professional judgment of CFPD management or as otherwise directed by the appropriate governmental authorities; and

WHEREAS, the Parties desire to enter into an Agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to CFPD for a portion of the fixed lease costs while CFPD agrees to fund any and all flight time and flight time associated operational costs in the Coulson lease agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Funding.

Within seven business days of the Effective Date, SCE will electronically transfer payment in the amount as specified in Exhibit A (the “Funding Amount”) to CFPD. The lease must begin on June 15, 2021 and last for the period of time specified in Exhibit A (the “Lease Period”), unless SCE exercises its option to extend the Lease Period up to 180 days pursuant to Section 2, or a different lease period is agreed to by the Parties in writing. Under this Agreement, CFPD shall

fund the “flight time” portion of the Coulson lease agreement, which includes any and all costs required to operate the Fire Suppression Asset. The Parties acknowledge that time is of the essence in performing their obligations under this Agreement. If, for any reason, CFPD does not enter into the lease by June 15, 2021, or such other date agreed to by the Parties in writing, then CFPD shall return the entire payment to SCE.

2. Option to Extend the Lease Period.

SCE shall have the option to extend the Lease Period as specified in Exhibit A ("Extension Option"). Within seven business days of the notice exercising the Extension Option, SCE will electronically transfer a payment in the amount as specified in Exhibit A (the “Extension Amount”) to CFPD.

Notwithstanding the foregoing, CFPD may reject SCE’s exercise of the Extension Option by providing a written notice to SCE of such rejection within five (5) business days of SCE’s notice exercising the Extension Option. Failure to provide such rejection notice shall be deemed an acceptance of SCE’s exercise of the Extension Option. If CFPD rejects SCE’s exercise of the Extension Option as provided in this Paragraph 2, no Extension Amount will be transferred to CFPD and the Lease Period shall remain one hundred and fifty (150) days.

3. Roles and Responsibilities.

SCE will communicate with CFPD concerning fire weather forecasts and share information in SCE’s possession relevant to the prepositioning or tasking of the Fire Suppression Asset; provided, SCE makes no representation or warranty as to the accuracy or completeness of such forecasts and information in connection with this Agreement. SCE shall provide the Funding Amount, and if applicable the Extension Amount, to defray, in part, amounts payable by CFPD to Coulson under the lease.

Notwithstanding the foregoing, SCE shall have no role in directing the operation or use of the Fire Suppression Asset and shall not be a party to the lease. As between SCE and CFPD, CFPD is solely responsible for the safe and lawful operation and use of the Fire Suppression Asset, including all decisions regarding deployment, maintenance, basing and positioning, pilot readiness, and ground support, and CFPD shall be solely responsible for compliance with the terms and conditions of the lease and all payments thereunder.

4. Data Collection.

CFPD will provide the data and information that SCE requires that is related to and allows SCE to (1) evaluate the effectiveness of the Fire Suppression Asset in suppressing wildfires, protecting lives and property, and increasing firefighter safety, and (2) respond to information requests from, or make regulatory filings and reports to, the California Public Utilities Commission (“CPUC”) and other regulators or governmental departments or agencies. Such data shall include, but not be limited to, the following: (a) aircraft utilization rate (flight time conducting suppression missions vs. standby hours), (b) gallons of water or retardant dropped and number of drops per

fire, (c) number and location of wildfires attacked, and (d) whether and to what extent the Fire Suppression Asset is utilized outside of SCE's service territory. CFPD shall submit the foregoing data in a GIS shapefile to SCE on a monthly basis on the tenth (10th) day of each calendar month beginning on July 10, 2021 through November 10, 2021 and within five (5) days of SCE's written request therefore at any other time during the Lease Period.

5. Indemnification.

To the maximum extent permitted by law, CFPD shall indemnify, defend, and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees and reasonably allocated cost of in-house counsel) to the extent arising from or related to the lease, repositioning, tasking, operation or use of the Fire Suppression Asset.

6. Authority to Contract.

Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations herein.

7. Relationship of the Parties.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party to be the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of another Party.

8. Public Announcements.

Neither Party may issue any press release regarding the Agreement unless (1) the press release is issued jointly by the Parties, or (2) prior to the release, the Party proposing to make the announcement furnishes the other Parties with a copy of the press release and obtains the other Parties' written approval; provided, however, that if such press release is required to comply with applicable laws, including the California Public Records Act and the Ralph M. Brown Act, legal proceedings, or the rules and regulations of any court or stock exchange having jurisdiction over a Party, then the Parties shall work in good faith to develop a mutually acceptable announcement.

9. Term and Survival.

This Agreement shall be effective as of the Effective Date through the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied (the "Term"), except that the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination, including Section 5 ("Indemnification").

10. Written Notices.

All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (1) when delivered by hand, (2) one day after being given to an express courier with a reliable system for tracking delivery, (3) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (4) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and as addressed as specified below:

If to CFPD, addressed to:

Daryl L. Osby, Fire Chief
1320 North Eastern Ave
Los Angeles, CA 90063

If to SCE, address to:

Don Daigler
Southern California Edison Company
2244 Walnut Grove Ave.
Rosemead, CA 91770

Email: Donald.Daigler@sce.com

11. Assignment.

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Parties, and any assignment without such consent shall be void and of no effect.

12. Governing Law.

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

13. Entire Agreement.

This Agreement contains the entire agreement and understanding between and among the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement. This Agreement is intended to be a final expression of the agreement of the Parties and except to the extent expressly referenced herein, is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure (the Parole Evidence Rule). There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement. No subsequent agreement, waiver, modification, representation or promise with respect to the subject matter of the Agreement made by the Parties hereto, or by or to any employee, officer, agent or representative of any Party shall be of any effect unless it is in writing and executed by the Parties hereto.

14. Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**“CFPD”
CONSOLIDATION FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

Date:_____

By:_____
Daryl L. Osby, Fire Chief

APPROVED AS TO FORM:

**RODRIGO CASTRO-SILVA
COUNTY COUNSEL**

By:_____
Jenny Tam
Senior Deputy County Counsel

Date:_____

**“SCE”
SOUTHERN CALIFORNIA EDISON
COMPANY**

Date:_____

By:_____
Name _____
Title _____

FUNDING AGREEMENT BY AND BETWEEN THE CONSOLIDATION FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY AND
SOUTHERN CALIFORNIA EDISON COMPANY

EXHIBIT A

*This Exhibit A contains business, financial and/or technical
information that is PROPRIETARY & CONFIDENTIAL.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SOLE SOURCE CHECKLIST

Department Name: FIRE

New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: _____

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

Sheila Williams

Chief Executive Office

4/8/21

Date

Sole Source Checklist – Lease of Helitanker (Coulson Aviation Inc.)

Justification:

[REDACTED]

The District and SCE will be entering into an agreement that sets forth the terms and conditions pursuant to which SCE will contribute funds to the District for the fixed lease costs relating to stand-by time exclusively for the Coulson Helitanker, while the District agrees to fund any and all flight time and operational costs in the Coulson lease agreement. In accordance with this agreement, the District will prioritize fire suppression activities in and throughout SCE's service territory that includes Los Angeles County, unless in the professional judgment of the District to do so in any specific instance would not be beneficial or as otherwise directed by appropriate governmental authorities.

[REDACTED]

CONTRACT



BY AND BETWEEN

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

AND

COULSON AVIATION (USA) INC.

FOR

**PUBLIC AIRCRAFT LEASE AND SERVICE
AGREEMENT**

**CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A Insurance Certification
- B Pricing Sheet
- C Public Aircraft Declaration
- D Contractor's EEO Certification
- E Intentionally Omitted
- F Intentionally Omitted
- G Contractor Acknowledgement and Confidentiality Agreement
- H Intentionally Omitted
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
COULSON AVIATION (USA) INC.**

**FOR
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT**

This Contract ("Contract") made and entered into this ____ day of _____, 2021 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Coulson Aviation (USA) Inc., hereinafter referred to as "Contractor." Contractor is located at _____.

RECITALS

WHEREAS, the District is authorized by Health and Safety Code §13861 and Government Code §31000 to contract for the lease of a Helitanker; and

WHEREAS, the Contractor owns and possesses a Helitanker with a self-filling fixed tank, that is configured and is operated as a firefighting and rescue, rotary wing, water dropping helicopter; and

WHEREAS, the Contractor is willing to lease a Helitanker to the District as a Public Aircraft and make available necessary firefighting, pilot and aircraft-related personnel to operate and maintain the Helitanker during the term of the lease; and

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 Exhibit A - Insurance Certification
- 1.2 Exhibit B - Pricing Sheet
- 1.3 Exhibit C - Public Aircraft Declaration
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - Intentionally Omitted
- 1.6 Exhibit F - Intentionally Omitted
- 1.7 Exhibit G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

2 DEFINITIONS

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

- 2.1 Aircraft Flight Hour Payment:** the rate shall be detailed in Exhibit B of this Contract.
- 2.2 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.
- 2.3 Commencement Date:** June 15, 2021 at 0600 or the date upon which the FAA Public Aircraft Declaration is received by Contractor and submitted to the FAA.

- 2.4 Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.5 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.
- 2.6 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.7 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.8 Crew:** night vision goggles certified flight crew, and a full maintenance crew, to operate and maintain Helitanker, and night vision goggles certified flight crew and a full maintenance crew.
- 2.9 Daily Rental Payment:** the rate shall be detailed in Exhibit B of this Contract.
- 2.10 Day Operations:** provision of services from 6:00 a.m. to 6:00 p.m. on a daily basis.
- 2.11 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.12 District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.
- 2.13 District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Exclusive Lease Period:** the specific dates as defined in paragraph 4.2 Term of Contract, in which the Helitanker is exclusively available for District's lease during the Contract Term.
- 2.16 FAA:** United States Federal Aviation Administration.
- 2.17 FAA Public Aircraft Policy:** the policy the policy of the FAA with regard to defining Public Aircraft contained in the FAA Notice of

Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, FAA Advisory Circular No. 00-1-1, and such additional or successor documents regarding FAA's policy regarding Public Aircraft;

2.18 Intentionally Omitted

2.19 Flight Hour Payment: Helitanker Flight Hour Payments due.

2.20 Governmental Functions: as such term is defined in Section 40125 of Title 49 of the United States Code, an activity undertaken by a government, such as intelligence missions, firefighting, or biological or geological resource management.

2.21 Helitanker: one (1) Type One CH-47 Helitanker night vision goggles certified to be designated with FAA Registration mark **N43CU** and manufacturer's serial number NTD.

2.22 Insurance Schedule: those insurance terms and amounts described in Exhibit A attached hereto.

2.23 Night Operations: the provision of services from 6:00 p.m. to 6:00 a.m. on a daily basis.

2.24 Owners: registered and beneficial owner of each Helitanker.

2.25 Public Aircraft: as such terms defined in Section 40102(a)(41) of Title 49 of the United States Code as aircraft exclusively leased for at least 90 continuous days by the government of a State, the District of Columbia, or a territory or possession of the United States or a political subdivision of one of these governments, except as provided in Section 40125(b) of Title 49 of the United States Code, which excludes aircraft used for commercial purposes or to carry an individual other than a crewmember or a qualified non-crewmember.

2.26 Public Aircraft Declaration: a written declaration (from the contracting officer of the District) of public aircraft status for all flights of the Helitanker under this Contract substantially in the form of Exhibit C attached hereto.

2.27 Qualified Non-Crewmember: an individual, other than a member of the crew, aboard an aircraft whose presence is required to perform, or is associated with the performance of, a governmental function as described in Section 40125 of Title 49 of the United States Code.

3 WORK

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing on _____, 2021 and after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Renewal options may be exercised upon the mutual agreement of the District and Contractor and as authorized by the Board of Supervisor.

4.2 Lease Agreement

The anticipated Commencement Date wherein the Helitanker is available for service to the District is on June 15, 2021. The specific dates of availability for the Exclusive Lease Period are stated in Exhibit B. The duration may be amended upon the mutual agreement of the District and Contractor will be based on the fire weather conditions and/or fire activity. The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will elect to approach Contractor regarding the exercise of the contract term extension option.

5 CONTRACT SUM

- 5.1 Contract rates for this Contract shall consist of two categories as defined below.

HOURLY FLIGHT RATE

- A. Flight time will be computed in hours and tenths of hours as recorded by the collective activated digital flight hour meter ("Hobbs") on the helicopter.

- B. Payment for flight time will be made only when flight is properly ordered by designated District personnel.
- C. District does not guarantee any flight time.

DAILY RATE

- A. The Daily Rate will be paid at the applicable rate specified in the Contract when Contractor performs in accordance with the terms and conditions specified in this Contract.
- B. Availability for aircraft and crewmembers will be ordered, measured, and recorded each day.
- C. Payment for daily availability will not commence until the aircraft and flight crew arrive at the Assigned Work Location and are available for dispatch.
- D. No more than one day of availability may be earned in a calendar day (0001 to 2400).
- E. When the aircraft, crewmembers and fuel driver have arrived at the Assigned Work Location, the aircraft and crewmembers may be considered available for payment purposes.
- F. The daily rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

The daily rate shall be negotiated annually. An amendment will be issued to change the Daily Rate.

5.2 Maximum Contract Sum

The amount the District shall expend from its own funds during the Contract's entire term for Public Aircraft and Lease Services shall not exceed, in aggregate \$20,000,000 per year.

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

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor

under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

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

5.3 Written Approval for Reimbursement

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

5.4 Intentionally Omitted

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

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

payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified herein. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid in full only for the tasks, deliverables, goods, services, and other work approved in writing by the District
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.6.3 The Contractor's invoices shall contain the information setting forth describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the District, after the commencement of the Exclusive Lease Period, by the 15th calendar day of the month following the month of service.
- 5.6.5 Payment to Contractor shall be made on an arrears basis, within 15 days of receipt of the invoice and upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:
 1. Robert.Gaylor@fire.lacounty.gov,
Jon.OBrien@fire.lacounty.gov,
Tom.Sullivan@fire.lacounty.gov,
Tammy.Hasert@fire.lacounty.gov,
Mike.Tsao@fire.lacounty.gov for review and approval of all invoices; and
 2. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

The Contractor's invoices shall include the following:

- Contract Number
- Date(s) of Service

- A breakdown of flight and daily standby rates
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Signature of authorized District employee. Contractor's failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.6.6 District Approval of Invoices

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

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not

feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.8 Travel

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

6 NOTICES

Any notice pertaining to the administration of this agreement, given by one party to the other in connection with this Contract shall be in writing and can be sent by electronic mail, telefax, courier, overnight delivery, certified mail to the addressees below, or to such other addresses as either party may specify to the other in writing from time to time:

For District: Robert Gaylor, Battalion Chief Barton Heliport 12605 Osbourne St. Pacoima, CA 91331 Phone: Email: Robert.gaylor@fire.lacounty.gov	For Contractor: Wayne Coulson President & CEO 4890 Cherry Creek Road Port Alberni, BC Canada V9Y 8E9 Fax: (250) 723-7766 Email: wayne.coulson@coulsongroup.com
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7 INTENTIONALLY OMITTED

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of

Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be, mutually agreed to by both the District and Contractor, prepared and executed by the Contractor and by the Fire Chief or his designee.

- 8.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, the District must provide the Contractor with fifteen (15) days' notice prior to the expiry of the initial one hundred fifty (150) day period. At which point, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an

assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.5 Complaints

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

8.5.2 Complaint Procedures

- 8.5.2.1 For matters relating to immediate health and safety risks or are on an emergency basis, District shall contact Contractor at _____. Contractor shall provide an immediate response, regardless of operating business hours. .
- 8.5.2.2 For other matters that do not pose immediate health and safety risks nor are they an emergency, District shall contact _____. Contractor shall provide response within two (2) business days.
- 8.5.2.3 Intentionally Omitted.
- 8.5.2.4 Intentionally Omitted.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the District's Project Manager

of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, Contractor and District shall use good faith to collaborate on a resolution and one that adheres to any mutually agreed upon deadlines.

8.5.2.7 Copies of all written responses, if available, shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.5.2.8 The Complaint Process as stated under 8.5.2 is available for any complaints not otherwise stated herein.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, reasonable defense costs and legal fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, regulations. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. County shall be entitled to retain its own counsel, including, without limitation, County Counsel and reserves its right to seek reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Intentionally Omitted

8.9 Conflict of Interest

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

8.9.2 The Contractor shall comply with conflict of interest laws applicable to 8.21 Governing Law, Jurisdiction & Venue now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Intentionally Omitted

8.11 Intentionally Omitted

8.12 Intentionally Omitted

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

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

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

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

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

8.15 District's Quality Assurance Plan

The District or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions. Material breach of Contract terms and conditions, if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the Contractor. If remedy of the

breach, does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

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

8.16.2 If the Contractor fails to make timely repairs as defined in 8.16.1 above, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability caused by Contractor, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Contract or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of such party set forth or provided in this Section 8.23 shall survive the expiration or termination of this Contract for any reason whatsoever.

The District shall indemnify, defend and hold harmless the Contractor from and against any and all liability caused by District, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the Contractor and its indemnitees. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Contract or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of such party set forth or provided in this Section 8.23 shall survive the expiration or termination of this Contract for any reason whatsoever.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to District

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's Aviation General Liability and Aircraft Liability policy(ies) solely with respects to liability arising from the operations of Contractor, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates shall be provided to District prior to contractor's policy expiration dates.
- 8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage and the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000).
- 8.24.2.4** Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements shall be sent to:
- Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001
- 8.24.2.6** Contractor also shall promptly report to District any injury or property damage accident or

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's Aviation General Liability and Aircraft Liability policy(ies) with respect to liability arising out of contractor's operations performed on behalf of the District. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions,. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law and to the extent of the indemnification provisions stated in Paragraph 8.23, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 Aviation Comprehensive General Liability

Insurance with combined single limits of not less than the following, including standard war, hi-jacking and other perils, write-back endorsement and a severability of interest clause providing that such policy shall operate in the same manner as if there were separate policy covering each insured:

Premises and Contractual Liability:

- \$50 million/occurrence

Products/Completed Operations:

- \$50 million/occurrence/annual aggregate

Personal Injury:

- \$25 million/offense/annual aggregate

8.25.3 Aircraft Liability (Including Non-Owned Aircraft Liability, Personal Injury Liability, Contractual Liability, and Liability for Damage to Non-Owned Hangars/Contents)

Insurance with a combined single limit for all bodily/personal injury (including passengers/occupants carried within or suspended from the aircraft) and property damage of not less than \$50,000,000 (except \$10,000,000 as respects aerial application/chemical liability solely with respects to government certified fire retardants or products used in aerial firefighting, and liability for damage to non-owned hangars/contents) each occurrence/offense (and in the annual aggregate as respects personal injury). Such insurance shall include the standard war, hi-jacking and other perils write-back endorsement and a severability of interest clause providing that such policy shall operate in the same manner as if there were separate policy covering each insured.

8.25.4 Aircraft Physical Damage (aka Hull) Coverage

Insurance for aircraft physical damage (aka hull), coverage, including the standard war, hi-jacking and other perils write-back endorsement, for each Helitanker (including all parts and equipment used in connection with said Helitanker,

whether attached or detached) in an amount not less than the market value, and shall notify District, in writing, of said coverage prior to commencing services under this Contract.

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

8.25.6 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to

or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Intentionally Omitted

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

constitute a finding by the District that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.7 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Intentionally Omitted.

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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Intentionally Omitted

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the District's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; All such documents may become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 The District will immediately notify Contractor should any of Contractor's records become subject to the Public Records Act. Contractor, within five (5) business days, provide to the District objections to the production of the records and/or recommendations for redactions, and shall provide the legal basis for the records' exemption. The District will, in good faith, work with Contractor to determine whether any such records are exempt from production under the Public Records Act.
- 8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Director. The District shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time.

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

Federal or State law or under this Contract. Subject to applicable law, the District shall maintain the confidentiality of such audit report(s) as defined in Exhibit G Contractor Acknowledgement and Confidentiality Agreement. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

8.38.4 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.39 Recycled Bond Paper

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

8.40 Intentionally Omitted

8.41 Intentionally Omitted

8.42 Intentionally Omitted

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract

8.43.1.2 Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, is insolvent or if a receiver is appointed on account of its insolvency, or if it takes protection from its creditors; or

8.43.1.2 Contractor breaches any provision of the Contract and fails to rectify or commence to rectify and diligently continue to rectify the breach.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services.

8.43.3 The contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor.

8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination

for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 Intentionally Omitted

8.43.6 The Contractor may, by written notice to the District, terminate the whole or any part of this Contract, if:

8.43.6.1 District has materially breached this Contract; or

8.43.6.2 the District breaches any provision of the Contract and fails to rectify or commence to rectify and diligently continue to rectify the breach.

8.44 Termination for Improper Consideration

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

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

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any

provision of this Contract during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Limitation on Corporate Acts

- 9.1.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without

first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify District's Project Manager immediately in writing of any change in Contractor's corporate name.

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

9.1.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.1.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.1.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

9.2 Modifications

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

9.3 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in any applicable directives, notices, guidelines and instructions used by the District. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law.

9.4 Aircraft

9.4.1 Delivery and Acceptance

District has determined that the Helitanker is suitable for District's intended use, and District has inspected the same and accepts the same for purposes of this Contract.

9.4.2 Selection of Aircraft

District represents and warrants to Contractor that District has used its own judgment in selecting the aircraft and has done so based on their size, design, type and performance and that District has not relied on any advice of Contractor in making such selection

9.4.3 Title

Title to the Aircraft will be and will at all times remain vested and registered in Owners. District will have no right, title or interest in the Aircraft except as provided in this Public Aircraft Agreement. District will not assert any lien or encumbrance against the Aircraft, nor permit any other party, claiming by through, on behalf of, or because of any action of District to do so.

9.4.4 Public Aircraft

9.4.4.1 Status of Operations as Public Aircraft Operations.

The Aircraft shall be operated under this Public Aircraft Agreement as Public Aircraft. The Aircraft shall only be used during the Term for Governmental Functions and all persons carried on board the Aircraft shall be either a crewmember or a Qualified Non- Crewmember.

9.4.4.2 Public Aircraft Determination

The District shall provide CAI with the Public Aircraft Declaration and otherwise cooperate with Contractor in providing any additional documentation or declarations as may be requested by the FAA or such other government agency whether Federal or State with jurisdiction over the operations contemplated in this Public Aircraft Agreement. Upon receipt of the Public Aircraft Declaration signed by the District, Contractor shall, in advance of any operation of any flight under this Public Aircraft Agreement, notify the FAA Flight Standards District Office having oversight of the operations under this Public Aircraft Agreement that it has contracted with the District to conduct eligible public aircraft operations, and submit the Public

Aircraft Declaration. Notwithstanding any other provision herein, Contractor shall not and shall not be required to perform any operations under this Public Aircraft Agreement prior to receipt by Contractor of the Public Aircraft Declaration and submission of the same to the FAA

9.5 Crew and Pilot Requirements

9.5.1 Crew Operation

The Helitanker will be exclusively operated and maintained by the Crew arranged and supplied by Contractor. The District shall provide ground crews for remote operations of the Helitanker. Contractor is responsible for providing lodging facilities for their Crew.

9.5.2 Pilot Requirements

Contractor shall provide two (2) pilots and one (1) Flight Engineer for operation by the Aircraft during Day Operations, and two (2) pilots and one (1) Flight Engineer for the Aircraft during Night Operations. All pilots for Day Operations shall be United States Forest Service or CAL FIRE carded pilots. All pilots for Night Operations shall be FAA certified for Night Vision Goggles flying and United States Forest Service or CAL FIRE carded pilots. Pilots and Flight Engineers will conduct operations consistent with FAA standards.

9.5.3 Mechanic Requirements

Contractor shall provide four qualified and/or certified (4) mechanics for operation by the Aircraft during Day Operations and four (4) mechanics for operations of the Aircraft during Night Operations.

9.5.4 Ground Crew Requirement

Contractor shall provide sufficient ground crew, qualified and/or certified, to drive and deploy the mobile support base (Prevost Bus). Contractor shall provide ground crew to operate the fuel truck and spares trailer for the aircraft during both Day and Night Operations.

9.6 SCOPE OF WORK AND FLIGHTS

9.6.1 Flight Missions

Operations of the Aircraft shall be available for both Day and Night Operations. All operations shall be conducted in support of and as part of the District's Governmental Functions related to firefighting, and shall be in accordance with operating rules applicable to all aircraft in the National Airspace System. Notwithstanding any other provision herein, Contractor provided pilots shall exercise full authority as pilot-in-command over each flight and shall have no obligation to perform any mission beyond the scope of this Contract, or is beyond the scope of such pilots' abilities, certification, or authorization; or take actions that would unreasonably endanger such pilot or the Aircraft; or would be in contravention of any applicable law or any flight operation protocol.

9.6.2 Aircraft Maintenance and Airworthiness

The Aircraft shall be maintained exclusively by the mechanics provided by Contractor and shall be maintained in conformance with each Helitanker's FAA approved maintenance manual. District will not make or authorize any improvement, change, addition or alteration to either Helitanker without the express consent and agreement of Contractor. All repairs, parts, replacements, mechanisms and devices added to the Helitanker during the Term shall immediately, without further act, become part of the Helitanker and subject to the ownership of Owners free and clear of any lien, encumbrance, or interest of District or any party, claiming by through, on behalf of, or because of any action of District.

9.6.3 Base of Operations

District will provide storage and other facilities as the base of operation at Van Nuys Tanker Base, Van Nuys, California, operated by the Los Angeles World Airport Authority (LAWA), sufficient for purposes of the scope of work contemplated by this Public Aircraft Agreement and shall provide CAI with access and permissions at such base of operation for the performance of the contemplated scope of work.

- 9.6.4 Contractor will provide all training and proper briefing to District personnel necessary for the operation of the Helitanker.

9.7 WORK AUTHORIZATION

Before any work is initiated, the Contractor must receive prior authorization from the District's Project Manager or Authorized District Personnel. Any verbal authorizations on matters that is material to the performance of this Contract shall be followed by written confirmation by District Project Manager or Authorized District Personnel.

- 9.7.1 Intent, Approval and Factors Considered for Utilization of Helitanker

In the event the District determines that the use of the Helitanker may be beneficial in the overall control of fires occurring within its area of responsibility, District shall approve the utilization of the Helitanker and it shall base such approval primarily on the following factors:

- Safety of citizens
- Safety of ground firefighting personnel
- Safety of helicopter personnel supporting firefighting operations
- Safety of the Helitanker personnel
- Cost effectiveness

9.8 INEXCUSABLE DELAY

During the term of this contract, the amount of 1/24 of daily rate dollars will be deducted from the Daily Rate for each hour of a day that the Helitanker is not available for service under the terms of the Contract. Any deduction under this provision shall not exceed the total Daily Rate each day the Helitanker is not available.

9.9 UNSERVICEABLE, DAMAGED OR LOST AIR TANKERS

- 9.9.1 If a Helitanker becomes unserviceable or otherwise unavailable for duty while this agreement is in force, Contractor shall so advise the District and proceed to undertake the necessary repairs forthwith. For every

period an air tanker is unavailable for duty, Contractor will credit the District on the monthly invoices for a percentage of the daily availability charges for that air tanker based on the lowest available rate of the lease period:

- a. 0% for periods of less than five (5) hours;
- b. 50% for period of at least five (5) but not more than eight (8) hours; and
- c. 100% for period of at least eight (8) hours or more.

9.9.2 If the Helitanker breaks down or is damaged so that it will remain inoperable for three (3) days or more during the lease period, Contractor shall consult with District to agree upon one of the following options:

- a. Restore the Helitanker to flying condition;
- b. Replace Helitanker with another of the same type;
- c. Provide a substitute aircraft, however, the rates the District is responsible for is adjusted accordingly, commensurate with the substitute aircraft type; or
- d. Terminate the Contract.

9.9.3 No credit shall be paid for the time required on scheduled and calendared maintenance of the Helitanker.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this ____ day of _____, 2021.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy County Counsel

**Certificate of Insurance**

Certificate No. 109273

Rev. Date: 3/17/2021

This is to certify that the policy(ies) of insurance as described below have been issued to the Insured for whom this Certificate is executed and is/are in force at this time. This Certificate is issued for information only and confers no rights upon the holder. This Certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by such policy(ies) or binder(s) stated herein. This certificate cancels and supersedes all previously issued certificates.

Certificate Holder: [REDACTED] Fire Authority

Named Insured: Coulson Aviation (USA) Inc.
610 SW Alder Street
Suite 910
Portland, OR 97205

Policy Type: Aircraft Hull & Liability and Aviation General Liability Policy

Policy Period: May 10, 2020 to May 10, 2021 both days at 12:01am Local Standard Time at the address of the Named Insured shown above

Insurer(s):	Company Underwriters at Lloyd's of London and/or Various Foreign Insurance Companies through Arthur J. Gallagher (UK) Limited and following markets as on file.	Policy No(s). SA0282520
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Aircraft Insured: All Rotor Wing Aircraft Owned, Operated, and/or Leased by the Named Insured

Coverage & Limits**Coverage**

A) Aircraft Hull "All Risks" In Flight / Not In Flight
B) Aircraft Liability including Passenger, Baggage, and Cargo Liability
C) Aviation General Liability including Premises & Operations Liability, Hangarkeeper's Liability, and Products & Completed Operations Liability

Coverage Limit

A) As agreed with the Named Insured
B) \$50,000,000 Combined Single Limit, each aircraft, each occurrence
C) \$50,000,000 Combined Single Limit, each occurrence and in the annual aggregate with respect to Products & Completed Operations Liability

Certificate Provisions

It is agreed that the Certificate Holder(s), and its/their respective directors, officers, employees, and agents are hereby included as Additional Insured(s) with Cross Liability / Severability of Interests clause included, solely with respect to liability arising from the operations of the Named Insured.

Insurer(s) shall endeavor to provide the Certificate Holder(s) with thirty (30) days advance written notice of policy cancellation or reduction in coverage where initiated by Insurer(s).

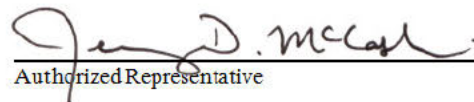

Authorized Representative

EXHIBIT B - PRICING SHEET & EXCLUSIVE LEASE PERIOD
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT

This Exhibit B, "Pricing Sheet", contains business, financial and/or technical information that is PROPRIETARY & CONFIDENTIAL to the service provider.

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

LA County WEBVEN Vendor #: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, including but not limited to data and information concerning personnel information, proprietary information, health, criminal, welfare recipient records and any information that is considered confidential and protected under California and federal laws ("Confidential Information"). Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the Confidential Information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to District's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all personnel information, proprietary information, health, criminal, and welfare recipient records, and any information that is considered confidential and protected under California and federal laws, and including but not limited to all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to keep confidential all information provided to Contractor by the District, regardless of Contractor's status in the contracting process. This includes the time period prior to the effective date of contracted work. If the District provides Contractor with data in anticipation of contracted work, Contractor agrees to protect and keep confidential all such data and information, as stated herein.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

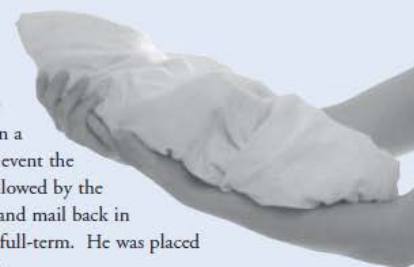
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

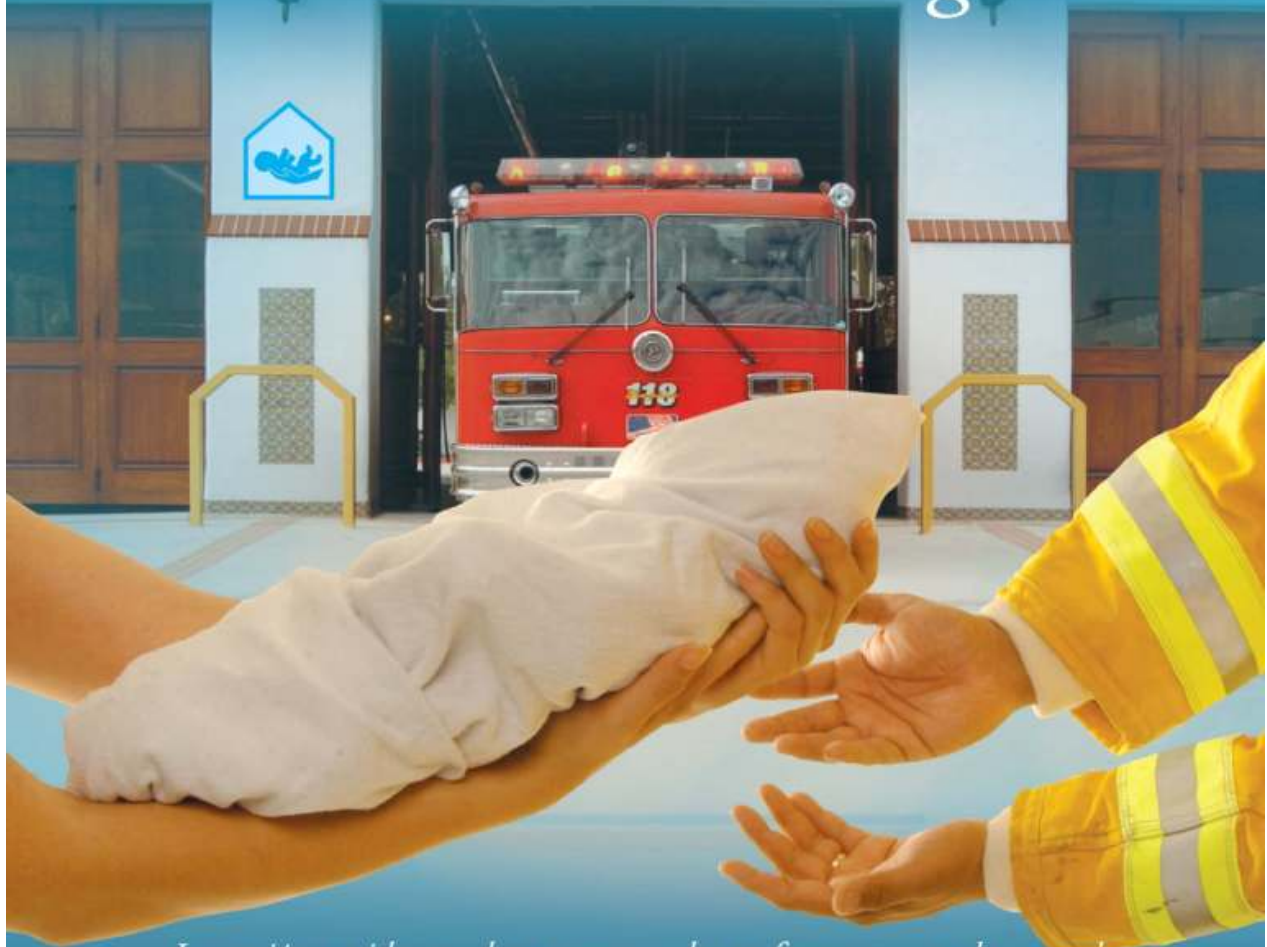
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

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

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DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

May 18, 2021

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:

**ORDINANCE AMENDING TITLE 12 OF THE LOS ANGELES COUNTY CODE
ANNUAL FEES FOR HAZARDOUS WASTE GENERATOR/TIERED PERMITTING,
HAZARDOUS MATERIALS HANDLER, ABOVEGROUND PETROLEUM STORAGE TANK,
AND CALIFORNIA ACCIDENTAL RELEASE PREVENTION PROGRAM PERMITS
FOR FISCAL YEAR 2021-22
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' approval to adjust the annual fees for Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, Aboveground Petroleum Storage Tank (APST), California Accidental Release Prevention (CalARP) Programs and cost recovery of hourly rates for Emergency Operations and Site Mitigation for Fiscal Year 2021-22, and to make other technical non-substantive changes.

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

1. Find that the adjustment of the annual fees adopted for the purpose of meeting operational expenses is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code and Section 15273 of Title 14 of the California Code of Regulations (the State CEQA Guidelines).

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

2. Approve and adopt an ordinance that: adjusts the annual fees for Reinspection Fees, Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, CalARP Programs, recovers hourly rates for Emergency Operations and Site Mitigation costs for Fiscal Year 2021-22, as shown on the attached fee schedule developed in accordance with the annual adjustment provisions of the Los Angeles County Code (County Code), as delineated in Sections 12.52.070, 12.56.070, 12.60.080, and 12.64.070, and approved by the Auditor-Controller.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District implements the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, and the CalARP Programs under the auspices of the Unified Program.

State law and County Code allow for the recovery of the necessary and reasonable costs to administer these programs. The Los Angeles County Code requires these fees to be adjusted annually. Your Honorable Board established annual fees and adjustment provisions for each of these programs to recover the costs of implementation. Cost recovery hourly rates were also established for emergency responses and site mitigation oversight.

FEE ADJUSTMENT

The annual fee adjustments established in accordance with provisions in the County Code will accomplish the following:

1. Allow Health Hazardous Materials Division (HHMD) to incorporate all anticipated increases in salaries, benefits and overhead expenses for Fiscal Year 2021-22. These increases will allow HHMD to close the gap between its costs of operation and revenues;
2. Facilitate the single fee billing process mandated by the Unified Program by establishing fair and equitable fees to be billed in Fiscal Year 2021-22; and

The annual adjustment provisions established in the County Code utilize a fee methodology that was originally established by your Board in 1996. The proposed adjustments incorporate changes in program costs that result from changes in salaries, employee benefits and overhead rates, and the number of regulated facilities falling within each fee category. Similarly, annual adjustments to cost recovery rates reflect changes in District costs to administer those services.

ORDINANCE CHANGES

The Ordinance amendments will involve changes in the fee amounts for all programs implemented by the District.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan Goal Number III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Fees are apportioned in accordance with program costs to ensure recovery of projected HHMD operating costs. Current program costs are offset by a combination of fees and direct cost recovery billing for specific services. The proposed revisions in annual fees for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, and CalARP Programs will allow recovery of the necessary and reasonable costs to implement the programs.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The fee revisions will be effective in all areas under the jurisdiction of the Los Angeles County Certified Unified Program Agency for Fiscal Year 2021-22. The cities of Los Angeles and Santa Monica will generate fee invoices in July 2021 for Fiscal Year 2021-22 for the Hazardous Waste Generator/Tiered Permitting Program, and Orange County will generate annual fee invoices in July 2021 for Fiscal Year 2021-22 for the Hazardous Materials Handler and CalARP Program facilities in the City of La Habra. These agencies are awaiting any changes in our fee schedule prior to generating invoices.

California Health and Safety Code (H&SC), Sections 25404.5(a)(2) and (3), grant authorization to the governing body of the local Certified Unified Program Agencies to establish fees to recover the necessary and reasonable program costs. The County Auditor-Controller has reviewed and approved the cost basis and fee adjustments.

This request for approval of the revised fees is made after compliance with all public notification and hearing requirements as specified in Sections 6062 and 66018 of the Government Code. Proposed ordinance language changes have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The annual adjustments are exempt from the CEQA pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the CEQA Guidelines because they involve fees to recover operating costs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the annual fee adjustments for the Hazardous Waste Generator/Tiered Permitting, Hazardous Materials Handler, APST, CalARP Programs and for the cost recovery programs will serve to establish the reasonable and necessary fees for Fiscal Year 2021-22, facilitate the fiscal year billing process mandated by the Unified Program, and assure full recovery of program implementation costs. The annual adjustments fairly allocate changes in program costs to regulated facilities while maintaining the integrity of the original fee methodologies.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Zuleyda Reyes-Santana, Administrative Services Manager II
Zuleyda.Reyes@fire.lacounty.gov

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:es

Enclosures

c: Chief Executive Officer
Auditor-Controller
County Counsel
Executive Officer, Board of Supervisors

**Los Angeles County Unified Program Fee Schedule
(With Professional Development and Staff Meeting Hours)**

Worksheet B

Category	Description	Fee Schedule.....				
		FY2020/21 Adopted	Proposed FY2021/22	Potential Change	Percent Change	
Hazardous Waste Generator Annual Fees						
1006	Silver Waste	\$425	\$441	\$15	3.6%	
1000/1100	0 - 2 Employees	\$583	\$604	\$21	3.6%	
1001/1101	3 - 5 Employees	\$851	\$881	\$30	3.6%	
1002/1102	6 - 19 Employees	\$1,216	\$1,259	\$44	3.6%	
1003/1103	20 - 100 Employees	\$1,641	\$1,700	\$59	3.6%	
1004/1104	101 - 500 Employees	\$2,431	\$2,518	\$87	3.6%	
1005/1105	> 500 Employees	\$4,133	\$4,281	\$148	3.6%	
Tiered Permit Annual Fees						
CE	Conditionally Exempt	\$303	\$314	\$11	3.6%	
CA	Conditionally Authorized	\$2,017	\$2,090	\$73	3.6%	
PBR	Permit by Rule	\$2,925	\$3,031	\$106	3.6%	
Hazardous Material Handler Annual Fees						
3000	Small Quantity Handler	\$313	\$327	\$14	4.5%	
3001	Minor Handler	\$454	\$475	\$20	4.5%	
3002	Moderate Handler	\$581	\$607	\$26	4.5%	
3003	Major Handler	\$804	\$840	\$36	4.5%	
3004	Major Handler - Large Volume	\$1,145	\$1,196	\$51	4.5%	
3005	Major Handler - Complex	\$1,767	\$1,846	\$79	4.5%	
CA Accidental Release Prevention (Cal-ARP) Annual Fees						
3501	- < 5 risk units	\$662	\$682	\$20	3.1%	
3502	5 < 15 risk units	\$1,191	\$1,227	\$36	3.1%	
3503	15 < 50 risk units	\$2,051	\$2,114	\$63	3.1%	
3504	50 < 100 risk units	\$4,036	\$4,159	\$123	3.1%	
3505	100 < 250 risk units	\$6,881	\$7,091	\$210	3.1%	
3506	250 < 500 risk units	\$10,917	\$11,250	\$333	3.1%	
3507	500 < 1,000 risk units	\$19,188	\$19,773	\$586	3.1%	
3508	1,000 < 3,000 risk units	\$31,759	\$32,728	\$969	3.1%	
3509	1,000 < 3,000 risk units	\$41,022	\$42,274	\$1,252	3.1%	
3510	3,000 < 10,000 risk units	\$50,946	\$52,501	\$1,555	3.1%	
3511	Refineries - Tier III (1-10 processes)	\$72,781	\$75,002	\$2,221	3.1%	
3512	Refineries - Tier II (11-20 processes)	\$105,863	\$109,093	\$3,231	3.1%	
3513	Refineries - Tier I (>20 processes)	\$277,889	\$286,370	\$8,480	3.1%	
Aboveground Petroleum Storage Act Annual Fees						
3701	1,320 - 10,000 gallons	\$291	\$305	\$14	4.7%	
3702	10,000 - 100,000 gallons	\$931	\$975	\$44	4.7%	
3703	100,001 - 1 million gallons	\$1,397	\$1,463	\$66	4.7%	
3704	100,000,001 - 10 million gallons	\$1,863	\$1,951	\$88	4.7%	
3705	10,000,001 - 100 million gallons	\$8,440	\$8,840	\$400	4.7%	
3706	> 100 million gallons	\$17,607	\$18,442	\$835	4.7%	
Hourly Cost Recovery Charges and Miscellaneous Fees						
ER	Emergency Response Initial Fee	\$729	\$827	\$97	13.4%	
ER	Emergency Response Hourly Fee	\$198	\$225	\$28	14.1%	
SM	Site Mitigation Initial Fee	\$3,022	\$3,635	\$613	20.3%	
SM	Site Mitigation Hourly Fee	\$187	\$225	\$38	20.5%	
RE	Reinspection Fee	\$506	\$513	\$7	1.3%	
LS	Late Submittal Penalty	\$495	\$499	\$4	0.8%	
CERS	CERS Service Fee	\$100	\$100	\$0	0.0%	

Penalties for non-payment of LACoCUPA permit fees are 40% of the fee amounts.



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
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LOS ANGELES, CALIFORNIA 90012-2713

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RODRIGO A. CASTRO-SILVA
County Counsel

March 24, 2021

Daryl Osby, Fire Chief
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063

Re: **Ordinance Amending Title 12 – Environmental Protection of
the Los Angeles County Code to Adjust Fees and Charges**

Dear Chief Osby:

The Consolidated Fire Protection District of Los Angeles County has requested an ordinance amending Title 12 – Environmental Protection of the Los Angeles County Code to adjust the fees and charges for certain environmental programs for Fiscal Year 2021-22, and to make other technical non-substantive changes.

The analysis and ordinance may be presented to the Board of Supervisors for its consideration after a noticed public hearing.

Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel

By

JENNY P. TAM
Senior Deputy County Counsel
Labor & Employment Division

APPROVED AND RELEASED:


LESTER J. TOLNAI
Chief Deputy

JPT:bd
Enclosures

ANALYSIS

This ordinance amends Title 12 – Environmental Protection of the Los Angeles County Code, to increase fees for hazardous materials, hazardous waste, and above-ground petroleum storage tank facilities; to establish prorated fees for certain permits; and to make other technical non-substantive changes.

RODRIGO A. CASTRO-SILVA
County Counsel

By: 
JENNY TAM
Senior Deputy County Counsel
Labor & Employment Division

JT:bd

Requested: 2/18/2021
Revised: 2/18/2021

ORDINANCE NO. _____

An ordinance amending Title 12 – Environmental Protection of the Los Angeles County Code, to increase fees for hazardous materials, hazardous waste, and above-ground petroleum storage tank facilities; to establish prorated fees for certain permits; and make other technical non-substantive changes.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 12.50.131 is hereby amended to read as follows:

12.50.131 Reinspection Fee.

Every permittee that has been issued a notice of violation as specified in Sections 12.52.015P, 12.64.010M, and 12.70.010J of this Chapter and has failed to correct the violation(s) or deviation(s) by the correction date as set forth in the notice of violation, shall be charged a reinspection fee for each subsequent reinspection required to verify compliance with the notice of violation. The reinspection fee shall be ~~\$506~~\$513.

SECTION 2. Section 12.52.070 is hereby amended to read as follows:

12.52.070 Fees to Be Paid by Hazardous Waste Generators.

A. Beginning with the fiscal year ~~2020-2021~~2021-2022, the annual fee for the issuance of a unified program facility permit for the hazardous waste program element required to be paid to the Forester and Fire Warden by every person, business, or business concern generating or handling a hazardous or extremely hazardous waste shall be as follows:

Fee Group	Number of Employees	Annual Fee
1	0 to 2	\$583 <u>604</u>
2	3 to 5	\$854 <u>881</u>
3	6 to 19	\$1,216 <u>1,259</u>
4	20 to 100	\$1,641 <u>1,700</u>
5	101 to 500	\$2,431 <u>2,518</u>
6	501 or more	\$4,133 <u>4,281</u>

Exception:

Every person, business, or business concern generating or handling a hazardous waste which is hazardous solely due to the presence of silver and which generates no other hazardous wastes shall be charged a fee equal to one-half the amount of the Fee Group 2 fee. Beginning with the fiscal year ~~2020-2021~~2021-2022, this fee shall be ~~\$425~~441.

B. Beginning with the fiscal year ~~2020-2021~~2021-2022, the annual fee required to be paid to the Forester and Fire Warden by every person, business, or business concern that is a hazardous waste generator conducting treatment of hazardous waste under the Act shall be based on the highest tier of permit required in descending order, as follows:

Permit Tier	Annual Fee
(1) Permit by Rule (PBR)	\$2,925 <u>3,031</u>
(2) Conditional Authorization (CA)	\$2,017
(3) Conditional Exemption (CE)	\$303 <u>314</u>

C. Beginning with the fiscal year ~~2020-2021~~2021-2022, the schedule of fees contained in this Section may be adjusted annually by the following procedures:

1. Hazardous Waste Generator Fees. Hazardous waste generator fees shall be determined based on the annualized cost to the Forester and Fire Warden to administer the hazardous waste generator program, where annualized cost is defined as the annual salaries, employee benefits, and overhead for the personnel assigned to administer and implement the hazardous waste generator program calculated from rates contained in the Forester and Fire Warden's rate package, as approved by the County Auditor-Controller. The annualized cost shall be reallocated among hazardous waste generators based upon the number of hazardous waste generators in each fee group.

2. Tiered Permit Program Fees. Fees for the tiered permit program shall be determined based on the annualized cost to the Forester and Fire Warden to administer the tiered permit program, where annualized cost is defined as the annual salaries, employee benefits, and overhead for the personnel assigned to administer and implement the tiered permit program calculated from rates contained in the Forester and Fire Warden's rate package, as approved by the County Auditor-Controller. The annualized cost shall be reallocated among hazardous waste generators conducting treatment of hazardous waste under the tiered permit program based upon the number of facilities falling within each fee group.

SECTION 3. Section 12.56.020 is hereby amended to read as follows:

12.56.020 Emergency Response Cost Recovery.

. . .

B. Any person whose release or threatened release caused the incident, as specified in Section 12.56.020A, shall be assessed an administrative charge for the response and additional emergency response charges, based upon hourly personnel costs, as approved by the County Auditor-Controller, to recover the costs incurred by the Forester and Fire Warden to protect the public from threats to public health and safety and any actions to confine, prevent, or mitigate the release, escape, burning, or threatened release of a hazardous material. Beginning in fiscal year 2021-2022, the administrative charge shall be ~~\$729~~827 and the personnel hourly rates shall be ~~\$198~~225.

C. All payments made pursuant to this Chapter shall be collected and accounted for in accordance with the requirements of the County Treasurer-Tax Collector and the County Auditor-Controller.

SECTION 4. Section 12.60.050 is hereby amended to read as follows:

12.60.050 Site Mitigation Oversight Fees.

A. Fees for site mitigation and oversight will be assessed to the responsible party (as defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), section 106) for a site which requires oversight by the Health Hazardous Materials Division's site mitigation unit, or the person requesting oversight by the Health Hazardous Materials Division's site mitigation unit. These fees shall be

based upon the hourly personnel costs incurred by the Forester and Fire Warden to recover the costs of oversight, as approved by the County Auditor-Controller.

B. The responsible party or person requesting oversight shall be assessed an initial oversight fee to recover the costs of the Forester and Fire Warden to initially review and analyze the site, submitted site assessment reports, site history, and determine site regulatory requirements, site priority, and lead agency status. This fee shall be based upon average hourly personnel costs incurred by the Forester and Fire Warden to conduct this initial review, as approved by the County Auditor-Controller. Beginning in fiscal year ~~2019-2020~~2021-2022, this fee shall be ~~\$3,022~~\$3,635 for each site accepted by the Forester and Fire Warden.

C. The responsible party or the person requesting oversight by the Health Hazardous Materials Division's site mitigation unit shall be required to pay oversight fees, based upon hourly personnel costs incurred by the Forester and Fire Warden to review and oversee site assessment and remediation activities over and above the initial review fee in Section 12.60.050B, as approved by the County Auditor-Controller. Beginning in fiscal year ~~2020-2021~~2021-2022, the hourly rate shall be ~~\$187~~\$225.

SECTION 5. Section 12.64.040 is hereby amended to read as follows:

12.64.040 Annual Fees to Be Paid by Handlers of Hazardous

Materials.

Beginning with the fiscal year 2022-2021, the annual fee required to be paid to the Forester and Fire Warden by every handler of hazardous materials for the administration and enforcement of the provisions of the Act shall be as follows:

Fee Group	Total Quantity of Hazardous Materials Handled at Any One Time During the Reporting Year	Annual Fee
I	Small Quantity Handler	\$313 <u>327</u>
	55—500 gallons or	
	500—5,000 pounds or	
	200—2,000 cubic feet or	
	TQ or greater quantity of a RS if less than 500 pounds	
	And no more than one hazardous material handled	
II	Minor Handler	\$454 <u>475</u>
	55—500 gallons or	
	500—5,000 pounds or	
	200—2,000 cubic feet or	
	TQ or greater quantity of a RS if less than 500 pounds	
	And more than one hazardous material handled	
III	Moderate Handler	\$584 <u>607</u>
	501—2,750 gallons or	
	5,001—25,000 pounds or	
	2,001—10,000 cubic feet	
IV	Major Handler	\$804 <u>840</u>
	2,751—50,000 gallons or	
	25,001—500,000 pounds or	
	10,001—200,000 cubic feet	

V	Major Handler—Large Volume	<u>\$1,1451,195</u>
	50,001 gallons and over or	
	500,001 pounds and over or	
	200,001 cubic feet and over	
VI	Major Handler—Complex	<u>\$1,7671,846</u>
	175,001 gallons and over or	
	700,001 pounds and over or	
	250,001 cubic feet and over or	
	A total quantity of two or more hazardous materials when expressed in or converted to pounds that equals 500,000 pounds or greater;	
	AND	
	Which is either a refinery, chemical plant, distillery, bulk plant, or terminal as defined herein.	
VII	Exempt Handler less than 55 gallons and less than 500 pounds and less than 200 cubic feet and, for RS, less than TQ quantity of RS	No Fee

...

SECTION 6. Section 12.64.045 is hereby amended to read as follows:

12.64.045 Late Submittal and Noncompliance Penalty for the California Environmental Reporting System (CERS) to be Paid by Handlers of Hazardous Materials.

A noncompliance penalty of ~~\$495~~499 will be charged to each handler of hazardous materials who fails, after reasonable notice, to electronically submit a business plan to CERS, or who fails to correct the violations or deviations by the correction date as set forth in the notice of violation pursuant to section 25508(a)(3) of the Act.

SECTION 7. Section 12.64.050 is hereby amended to read as follows:

12.64.050 Additional Fees,—Regulated Substances.

A. Every business with a covered process shall in addition to the fee specified in Section 12.64.040, be required to pay an annual RS fee to the Forester and Fire Warden for the administration and enforcement of RS registration, risk assessment, and risk mitigation in accordance with compliance under the Act.

B. Beginning with the fiscal year ~~2020-2021~~2021-2022, the annual fee for the issuance of a unified program facility permit for a stationary source, required to be paid to the Forester and Fire Warden by every person, business, or business concern handling, storing, or using a regulated substance above threshold quantities (RS fee) shall be as follows:

Fee Group	Risk Unit	Annual Fee
I	>0 and <5	\$ 662 682
II	=>5 and <15	\$ 1,101 <u>1,227</u>
III	=>15 and <50	\$ 2,051 <u>2,114</u>
IV	=>50 and <100	\$ 4,036 4,159
V	=>100 and <250	\$ 6,881 <u>7,091</u>
VI	=>250 and <500	\$ 10,917 <u>11,250</u>
VII	=>500 and <1,000	\$ 19,188 <u>19,773</u>
VIII	=>1,000 and <3,000	\$ 31,759 <u>32,728</u>
IX	=>3,000 and <10,000	\$ 41,022 <u>42,274</u>
X	=>10,000	\$ 50,946 <u>52,501</u>
<u>XI</u>	Refineries - Tier III (1-10 processes)	\$ 72,781 <u>75,002</u>
<u>XII</u>	Refineries - Tier II (11-20 processes)	\$ 105,863 <u>109,093</u>
<u>XIII</u>	Refineries – Tier I (>20 processes)	\$ 277,889 <u>286,370</u>

SECTION 8. Section 12.64.060 is hereby amended to read as follows:

12.64.060 Late Submittal Penalty.

A late submittal penalty shall apply to the filing of Regulated Substance (RS) registration requirements, as follows:

Each stationary source failing to submit the required RS reporting documents in accordance with the established due date and reporting requirements of the CUPA as specified in Section 12.64.030, shall be levied a late submittal penalty commensurate to the additional administrative costs as determined by the CUPA and approved by the County Auditor-Controller. The date of submittal is determined by the date payment is received. The late submittal penalty shall be \$495499.

SECTION 9. Section 12.70.050 is hereby amended to read as follows:

12.70.050 Annual Fees to Be Paid by Operators of Aboveground Tank Facility.

Beginning with the fiscal year ~~2020-2021~~2021-2022, the annual fee required to be paid to the Forester and Fire Warden by the operator of each tank facility for the administration and enforcement of the provisions of the Act shall be as follows:

Fee Group	Total Quantity of Petroleum in Aboveground Storage Tanks at Each Tank Facility During the Reporting Year	Annual Fee for Each Tank Facility
I	Less than 10,000 gallons	<u>\$291305</u>
II	10,000 to 100,000 gallons	<u>\$931975</u>
III	100,001 to 1,000,000 gallons	<u>\$1,3971,951</u>

IV	1,000,001 to 10,000,000 gallons	\$1,863 <u>1,951</u>
V	10,000,001 to 100,000,000 gallons	\$8,440 <u>8,840</u>
VI	More than 100,000,000 gallons	\$17,607 <u>18,442</u>
VII	Exempt Handler Less than 1,320 gallons	No Fee

[1250131JTCC]

Report to Public Safety Cluster

Presented By:
Wendelyn Julien, Executive Director
May 5, 2021

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

Launching the Commission

- All nine commissioners were appointed by the end of 2020 and Executive Director, Wendelyn Julien started February 1, 2021.
- The Inaugural meeting was held February 22, 2021 and there have been four subsequent meetings. Meetings are held on the second and fourth Thursday of each month at 12:00 noon.
- The Commission elected Franky Carrillo as Chair, Esché Jackson as Vice Chair, and Dolores Canales as Secretary. In addition to being dedicated and highly-respected advocates in justice reform, the leadership team is also remarkable in that all three of them were formerly incarcerated and provide lived experience to oversight that was visualized by the Probation Reform Implementation Team (PRIT). More information here: [New POC Leadership](#)
- The Commission has five staff positions approved for this year. Two have been hired (Executive Director and Management Secretary) and one Staff Analyst will be hired this week. Two Project Director positions are still awaiting approval from DHR.

Collaboration with the Probation Department

- Chief Adolfo Gonzales has demonstrated strong collaboration with the POC through regular communication, attendance at meetings, attendance at site visits with commissioners and making staff available to support the needs and requests of the commissioners.
- Chief Gonzales appointed Deputy Probation Chief Brandon Nichols as the point person for the Commission. Brandon and his team have provided regular updates and appropriately responded to requests from individual commissioners and the POC as a whole.
- Small groups of commissioners have visited six Juvenile Halls and Camps for educational purposes.
- Probation and the POC developed a protocol for requests for information.
- The Executive Director has met with labor leadership as well as current and former Probation employees.

Community Engagement

- The invitation list for meetings includes over 2,200 people including 800+ from the PRIT list and 1,000 from the former Probation Commission list. We average 75-100 attendees at meetings.
- Executive Director meets regularly with LAYUP (LA Youth Uprising Coalition), the Education Justice Coalition, and has had meetings with dozens of community organizations including Children's Law Center, Anti-Recidivism Coalition, Children's Defense Fund, Urban Peace Institute, Centinela Youth Services, Arts for Healing and Justice, UCLA Law School, Loyola Law School, USC Law School, and former PRIT and Probation Commission members.
- Public comment at meetings has been robust and encouraged.

Meetings Held:

February 22, 2021

- Introductions
- Bylaws & Logo
- Strategies for public engagement

March 11, 2021

- Education oversight discussion regarding LACOE, the AG settlement and challenges of COVID
- Creation of Education standing committee

March 25, 2021

- DJJ transition plan recommendations presented by Haywood Burns Institute

April 8, 2021

- Elections
- DJJ Transition Plan, continued

April 22, 2021

- Report from PRIT leaders and strategic planning for the POC

Upcoming Meetings:

May 13, 2021

- Report back on DJJ transition plan
- Update on Humphrey's decision

May 27, 2021

Strategic Planning

- The POC created an ad hoc committee that is currently developing a plan for committees and work plans based on the recommendations set forth by the PRIT and approved by the Board of Supervisors including:
 - Close juvenile facilities (related directly to maintaining the low census and separating Juvenile and Adult Probation)
 - Change Probation's organizational culture
 - Create an independent grievance procedure
 - Improve data and reporting and overall accountability
 - Improve partnerships with and funding of community-based organizations
- Other areas of focus
 - DJJ Transition Plan
 - Education Oversight (standing committee created)
 - Understanding and making recommendations about Probation's budget

Grievances/Complaints

- The POC delegated this research to staff and the Executive Director has met with Probation Internal Affairs and Ombudsperson's office, visited sites, and reviewed multiple reports from the PRIT and Probation on the current grievance procedures.
- The first step will be a report back to the POC on the current procedures with recommendations on how to create a process that parallels the Sheriff's Civilian Oversight Commission process where complaints and grievances can come in through the POC but will be directed to the Office of the Inspector General (OIG) and then back to Probation for investigation. OIG has been very helpful in explaining and working out this process and the next steps will begin soon, once OIG staff are on board.

Challenges:

- Tension between addressing current, urgent issues in the halls and camps and focusing on the bigger picture goals of Youth Justice Reimagined.
- DJJ closure
- Maintaining a focus on adult probation and culture change
- Data capabilities of the Probation Department
- Probation employees' concerns and fears about job losses resulting from implementation of Youth Justice Reimagined goals

Board of Supervisors

- Executive Director met with all five Supervisors and Justice Deputies for introductions and to discuss goals for the POC.
- Executive Director will provide monthly updates to Public Safety Cluster and quarterly updates to the Board of Supervisors beginning June 2021.