



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"

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

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, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 May 18, 2021

CELIA ZAVALA
EXECUTIVE OFFICER

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) (4 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
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
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

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

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 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 C) 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.

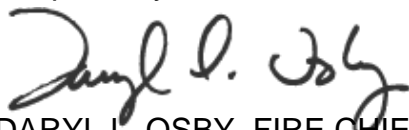
CONCLUSION

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

May 18, 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 - OPERATIONS BUDGET UNIT DA1-FR-92-9889-40100-40215 ASST BY HIRE-OTHER		FIRE DEPARTMENT - OPERATIONS BUDGET UNIT DA1-FR-2000-40100-40215 SERVICES & SUPPLIES	
INCREASE REVENUE	4,800,000	INCREASE APPROPRIATION	4,800,000
SOURCES TOTAL	\$ 4,800,000	USES TOTAL	\$ 4,800,000

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.


ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
48 May 18, 2021


Adrian Li (May 10, 2021 16:01 PDT)

AUTHORIZED SIGNATURE ADRIAN LI, ASM III, FMD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED)



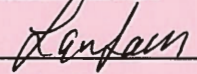
CELIA ZAVALA
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR—

- ACTION
- RECOMMENDATION

AUDITOR-CONTROLLER

B.A. NO. 255

BY 
DATE May 13, 2021

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY Sheila Williams Digitally signed by Sheila Williams
Date: 2021.05.17 12:43:14 -0700

DATE _____

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 not be extended.

3. Roles and Responsibilities.

SCE will communicate with CFPD concerning fire weather forecasts and share information in SCE’s possession relevant to the repositioning 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:

Robert Gaylor, Battalion Chief
Barton Heliport
12605 Osbourne St.
Pacoima, CA 91331
Office: (818)890-5755
Cell: (909)260-2728
Email: Robert.gaylor@fire.lacounty.gov

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 A. CASTRO-SILVA
COUNTY COUNSEL

By: _____
Jenny Tam
Jenny Tam
Senior Deputy County Counsel

Date: _____

**“SCE”
SOUTHERN CALIFORNIA EDISON
COMPANY**

Date: _____

By: _____
Name: Steven D. Powell
Title: Executive Vice President, Operations

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
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
	STANDARD EXHIBITS	1
	RECITALS	2
1	APPLICABLE DOCUMENTS	3
2	DEFINITIONS	3
3	WORK	6
4	TERM OF CONTRACT	6
5	CONTRACT SUM	6
5.1	Total Contract Sum	6
5.2	Maximum Contract Sum	7
5.3	Written Approval for Reimbursement.....	8
5.4	Intentionally Omitted	8
5.5	No Payment for Services Provided Following Expiration-Termination of Contract	8
5.6	Invoices and Payments.....	9
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	10
5.8	Travel.....	11
6	NOTICES	11
7	INTENTIONALLY OMITTED	11
8	STANDARD TERMS AND CONDITIONS	11
8.1	Amendments.....	11
8.2	Assignment and Delegation/Mergers or Acquisitions.....	12
8.3	Authorization Warranty	13
8.4	Budget Reductions	13
8.5	Complaints.....	13
8.6	Compliance with Applicable Law	14
8.7	Compliance with Civil Rights Laws	15
8.8	Intentionally Omitted	15
8.9	Conflict of Interest.....	15
8.10	Intentionally Omitted.....	16
8.11	Intentionally Omitted.....	16
8.12	Intentionally Omitted.....	16
8.13	Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law	16

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	16
8.15	District’s Quality Assurance Plan	17
8.16	Damage to District Facilities, Buildings or Grounds	17
8.17	Employment Eligibility Verification	18
8.18	Counterparts and Electronic Signatures and Representations	18
8.19	Fair Labor Standards	18
8.20	Force Majeure.....	19
8.21	Governing Law, Jurisdiction, and Venue.....	19
8.22	Independent Contractor Status	20
8.23	Indemnification.....	20
8.24	General Provisions for all Insurance Coverage.....	21
8.25	Insurance Coverage	25
8.26	Intentionally Omitted.....	27
8.27	Most Favored Public Entity	27
8.28	Nondiscrimination and Affirmative Action.....	27
8.29	Non Exclusivity	28
8.30	Notice of Delays.....	28
8.31	Notice of Disputes.....	29
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	29
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	29
8.34	Intentionally Omitted.....	29
8.35	Prohibition Against Inducement or Persuasion	29
8.36	Public Records Act	29
8.37	Publicity	30
8.38	Record Retention and Inspection-Audit Settlement	31
8.39	Recycled Bond Paper	32
8.40	Intentionally Omitted.....	32
8.41	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	32
8.42	Termination for Convenience.....	32
8.43	Termination for Default	32
8.44	Termination for Improper Consideration	34

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.45	Intentionally Omitted	34
8.46	Intentionally Omitted	34
8.47	Termination for Non-Appropriation of Funds.....	34
8.48	Validity	34
8.49	Waiver.....	35
8.50	Warranty Against Contingent Fees	35
8.51	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	35
8.52	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program	35
8.53	Time off for Voting	35
8.54	Compliance with County’s Zero Tolerance Policy on Human Trafficking .	35
8.55	Intentionally Omitted	36
8.56	Compliance with Fair Chance Employment Practices	36
8.57	Compliance with the County Policy of Equity.....	36
9.0	UNIQUE TERMS AND CONDITIONS.....	36
9.1	Limitation on Corporate Acts.....	36
9.2	Modifications	37
9.3	Remedies of Non-Compliance	37
9.4	Aircraft	37
9.5	Crew and Pilot Requirements	39
9.6	Scope of Work and Flights.....	39
9.7	Work Authorization	40
9.8	Delay of Service.....	41
SIGNATURES.....		42

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 _____, 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 610 SW Alder St, Ste 910 Portland, Oregon.

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, H, 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 - Intentionally Omitted
- 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 90-0182.
- 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 the execution of this Contract 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:

<p>For District:</p> <p>Robert Gaylor, Battalion Chief Barton Heliport 12605 Osbourne St. Pacoima, CA 91331 Office: (818)890-5755 Cell: (909)260-2728 Email: Robert.gaylor@fire.lacounty.gov</p>	<p>For Contractor:</p> <p>Wayne Coulson President & CEO 4890 Cherry Creek Road Port Alberni, BC Canada V9Y 8E9 Fax: (250) 723-7766 Email: wayne.coulson@coulsongroup.com</p>
--	--

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 Exclusive Lease 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.

8.4 Intentionally Omitted

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 For matters relating to immediate health and safety risks or are on an emergency basis, District shall contact Contractor at:

a) Wayne Coulson CEO Coulson Group
wayne.coulson@coulsongroup.com
mobile 250-720-6723
home 250-724-5284

b) Britt Coulson President & COO Coulson Group
britton.coulson@coulsongroup.com
mobile 250-720-5728

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:

a) Wayne Coulson CEO Coulson Group
wayne.coulson@coulsongroup.com
mobile 250-720-6723
home 250-724-5284

b) Britt Coulson President & COO Coulson Group
britton.coulson@coulsongroup.com
mobile 250-720-5728

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 any 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. This waiver does not apply to sole or willful negligence of the County.

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 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement 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.

8.33 Intentionally Omitted

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.

8.45 Intentionally Omitted

8.46 Intentionally Omitted

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. 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, Districtprevost 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 personee
- Cost effectiveness

9.8 DELAY OF SERVICE

9.8.1 In the event the Helitanker is unavailable for the scheduled Commencement Date, the Daily Rental Payment amounts and associated days of service will be deferred to the end of the term.

9.8.2 If during the Exclusive Lease Period as described in Exhibit B, the Helitanker is unavailable, the Contractor will immediately notify the District of the issue and advise of the plan to remediate. The Contractor has a one (1) hour grace period to remedy the delay prior to alternate actions being required.

9.8.3 In the event the remedy for the delay is greater than one (1) hour, the Contractor at its sole discretion will either, provide the backup aircraft; one (1) Sikorsky UH-60 helicopter certified to be designated with FAA Registration Mark N160CD and manufacturer's serial number 70-265 (which will be invoiced according to the agreed rates), or the Daily Rental Payment on the Helitanker will be credited to the District. The credit for delay of service will be prorated on a twenty four (24) hour day.

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 *Jenny Tam*
Senior Deputy County Counsel