



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



BOARD OF SUPERVISORS

HILDA L. SOLIS, CHAIR FIRST DISTRICT	
HOLLY J. MITCHELL SECOND DISTRICT	LINDSEY P. HORVATH THIRD DISTRICT
JANICE HAHN FOURTH DISTRICT	KATHRYN BARGER FIFTH DISTRICT

June 16, 2026

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

Dear Supervisors:

APPROVAL OF SOLE SOURCE CONTRACT WITH MOTOROLA RADIO SOLUTIONS, INC., FOR WARRANTY RADIO REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with Motorola Radio Solutions Inc. (Motorola) for the continuation of an extended warranty service plan for the District's Motorola APX8000 portable radios.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Enclosure A) with Motorola, to provide warranty and incidental radio repair services.
2. Authorize the maximum contract sum of \$777,500 for the four-year contract term. The maximum contract sum is comprised of (a) \$640,000 for warranty radio repair services; and (b) \$137,500 for incidental radio repairs not covered under warranty. The contract will be effective on July 1, 2026.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, in accordance with the approved contract terms and conditions, and with prior review by County Counsel.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will authorize a sole source contract with Motorola to ensure a continuum of radio repair services for the District’s 4,520 Motorola APX8000 portable radios. Radio repair services are essential for the District's public safety communication needs.

In 2020, the District purchased the APX8000 portable radios from Motorola. The purchase included the radios, rugged microphones, charging units, high-capacity batteries, and a five-year warranty plan. On June 25, 2025, the District purchased a one-year extended warranty from Motorola through a purchase order for \$96,000. Based on the need to ensure continued full functionality of this communication equipment and the County's expenditure thresholds for service contracts, the District negotiated the proposed sole source contract for the Board's consideration. The current extended warranty expires on June 30, 2026, and the proposed contract will take effect July 1, 2026.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County’s Strategic Plan North Star 3.G. Internal Controls and Processes – Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County’s General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The maximum contract sum of \$777,500 for the four-year contract term is comprised as follows:

- (a) \$640,000 for warranty radio repair services; and
- (b) \$137,500 for incidental radio repairs not covered under warranty.

	Dates	(a) Warranty Repairs	(b) Incidental Repairs	Total
Year 1	7/1/26-6/30/27	\$136,000.00	\$30,000	\$166,000
Year 2	7/1/27-6/30/28	\$152,000.00	\$32,500	\$184,500
Year 3	7/1/28-6/30/29	\$168,000.00	\$35,000	\$203,000
Year 4	7/1/29-6/30/30	\$184,000.00	\$40,000	\$224,000
Contract Term	7/1/26-6/30/30	\$640,000.00	\$137,500	\$777,500

MAXIMUM CONTRACT SUM: \$777,500

Sufficient funding is available in the District’s Fiscal Year 2026-2027 Adopted Budget. The District will continue to allocate the necessary funds to obtain the required services and there is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Motorola’s APX8000 portable radios are a crucial component to the District’s daily mission of protecting lives. Motorola's APX8000 portable radios are designed, manufactured, and repaired at Motorola's Depot Factory and contain proprietary hardware and software components which are not commercially available except through Motorola. Motorola does not allow any other third-party vendor or distributor to sell or offer a service warranty for these radios. The warranty services are exclusively to meet the equipment type/model's Motorola factory specifications including Factory Mutual (FM) and Mine Hazard Safety Association with manufacturer parts provided and installed by

certified Motorola Underwriters Laboratory (UL) radio technicians.

The contract provides that the District has no obligation to pay for expenditures incurred by Motorola beyond those specified in the agreement. Motorola will not perform services that exceed the contract approved amount, scope of work, and/or terms.

The Chief Executive Office's (CEO) Risk Management Section reviewed the contract during contract negotiations and provided guidance with provisions relating to insurance and indemnification. The contract was fully negotiated with the assistance of County Counsel, and the contract has been approved as to form by County Counsel and signed by Motorola.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On September 9, 2025, the District notified your Board of our intent to proceed with negotiating a sole source contract with Motorola. This four-year contract is a continuation of Motorola's extended warranty service plan. The District has provided the Sole Source Checklist (Enclosure B) approved by the CEO detailing the justification for use of a sole source contract in accordance with Board Policy 5.100, Sole Source Contracts.

Contract negotiations were finalized and Motorola agreed to comply with the County's contract terms and conditions, with exceptions aggressively negotiated by the District with assistance from County Counsel. This contract is submitted to your Board for approval with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District given Motorola's history of demonstrated reliability in providing these services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure that the District's Motorola APX8000 portable radios are fully operable and in adherence to the District's specifications. These services will ensure that any upgrades required to standardize the communication platform will be available. Without these services, the ability of the District's firefighters and fire dispatchers to perform their day-to-day duties during critical incidents will be severely impacted. A delay in providing radio repair services may result in higher risk exposure to personnel injuries in addition to a decrease in the quality of services provided to residents of Los Angeles County.

Award of this contract will not result in the displacement of any County employees as these services are currently provided by Motorola. The contract will not result in a reduction in service and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return

The Honorable Board of Supervisors

6/16/2026

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the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Jasmine Anderson, Administrative Services Manager II
1320 N. Eastern Ave.
Los Angeles, CA 90063
Jasmine.Anderson@fire.lacounty.gov

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Anthony C. Marrone". The signature is written in a cursive style with a large, looped initial 'A'.

ANTHONY C. MARRONE

FIRE CHIEF

ACM:cs

Enclosures

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



CONTRACT

BY AND BETWEEN

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

AND

MOTOROLA SOLUTIONS INC.

FOR

MOTOROLA RADIO REPAIR SERVICES

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Sheet
- C** Intentionally Omitted
- D** District’s Administration
- E** Contractor’s Administration
- F** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

**SAMPLE CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
MOTOROLA SOLUTIONS INC.
FOR
MOTOROLA RADIO REPAIR SERVICES**

This Contract ("Contract") made and entered into on July 1, 2026, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" or "Customer" and Motorola Solutions Inc., hereinafter referred to as "Contractor" or "Motorola". Contractor is located at 500 W Monroe Street, Chicago, IL 60661.

RECITALS

WHEREAS, the District may contract with private businesses for Motorola Radio Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Motorola Radio Repair Services; and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861; and

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract Motorola Radio Repair services; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through G 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 will 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:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Sheet
Exhibit C	Intentionally Omitted
Exhibit D	District's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 12.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

2.1.2 Communications System: A solution that includes at least one radio Product and requires Integration Services to deploy such radio Product at a District Site or onto any District-Provided Equipment or Equipment provided to District.

2.1.3 Confidential Information: Any and all non-public information, and exempt from disclosure under the California Public Records Act, provided by one Party to the other that is disclosed under this Contract in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and

confidential by its nature. With respect to Contractor, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

- 2.1.4 Contract:** This agreement executed between District and Contractor. Included are all supplemental amendments 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.
- 2.1.5 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.
- 2.1.6 Contractor Data:** Data owned by Contractor and made available to District in connection with the Products.
- 2.1.7 Contractor Materials:** Proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Contractor has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Contractor or another party). Products, Contractor Data, Third-Party Data, and Documentation, are considered Contractor Materials.
- 2.1.8 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.1.11 District's 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.
- 2.1.12 District's Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.1.13 District-Provided Equipment:** Components, including equipment and software, not provided by Contractor which may be used with the Products.
- 2.1.14 Documentation:** The documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

- 2.1.15 Equipment:** hardware provided by Contractor.
- 2.1.16 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.17 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the District, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 Integration Services:** The design, deployment, implementation, and integration Services provided by Contractor in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.
- 2.1.19 Licensed Software:** Software which is made available to District by Contractor (for example software preinstalled on Equipment, accessible via a website provided by Contractor, or software installed on or made available for District-Provided Equipment) and is licensed to District by Contractor.
- 2.1.20 Lifecycle Management Services or LMS:** Upgrade services as set out in the Statement of Work.
- 2.1.21 Maintenance and Support Services:** The break/fix maintenance, technical support, or other Services described in the Statement of Work.
- 2.1.22 Non-Contractor Materials:** Collectively, District or third-party equipment, software, services, hardware, content, and data that is not provided by Contractor.
- 2.1.23 Products or Product:** How the Equipment, Licensed Software and Services being purchased by the District is collectively referred to in this Contract (collectively as “Products”, or individually as a “Product”).
- 2.1.24 Services:** Services as described in the Statement of Work.
- 2.1.25 Service Completion Date:** The date of Contractor’s completion of the Services.
- 2.1.26 Site or Sites:** The location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.
- 2.1.27 Statement of Work and attachments:** Service descriptions, equipment list and other documents setting forth the Services to be purchased by the District and provided by Contractor.
- 2.1.28 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.29 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to

Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the District.
- 3.3** Motorola parts or parts of equal quality will be used to perform the radio repair services, and the radios will be serviced at levels set forth in the manufacturer's product manuals; and the manufacturer's routine service procedures will be followed.

4.0 PRODUCTS AND SERVICES

4.1 Pricing

The Fees for Services will be set forth in Pricing Sheet, Exhibit B.

4.2 Service Completion

Services described in Statement of Work will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

5.0 DISTRICT OBLIGATIONS

Both Parties represent that information each Party provides the other in connection with receipt of Services are accurate and complete in all material respects. If any assumptions in the Contract or information provided by either Party prove to be incorrect, or if either Party fails to perform any of its obligations under this Contract, the other Party's ability to perform its obligations may be impacted and changes to the Contract, including the scope, Fees, and performance schedule may be required.

6.0 DOCUMENTATION

Products may be delivered with Documentation. Documentation is and will be owned by Contractor, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by District. Contractor hereby grants District a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

7.0 AUTHORIZED USERS

District will ensure its employees and Authorized Users comply with the terms of this Contract and will be liable for all acts and omissions of its employees and Authorized

Users. District is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

8.0 TERM OF CONTRACT

- 8.1 The term of this Contract shall be four (4) years commencing on July 1, 2026, 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.
- 8.2 The Contractor may notify District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor may send written notification to District at the address herein provided in Exhibit D (District's Administration).
- 8.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option."

9.0 CONTRACT SUM

9.1 Total Contract Sum

9.1.1 Routine Radio Repair Services

The total amount the District shall expend from its own funds for Routine Motorola Radio Repair Services during the entire term shall not exceed the firm, fixed price of Six Hundred Forty Thousand Dollars (\$640,000).

Incidental Radio Repair Services

Incidental Radio Repair Services (IRRS) will be covered by additional dollars per year during the four-year contract term for District approved repairs to excessively damaged radios.

Year 1: 7/1/26-6/30/27, 4,523 devices: \$136,000.00+\$30,000 = \$166,000

Year 2: 7/1/27-6/30/28, 4,523 devices: \$152,000.00+\$32,500 = \$184,500

Year 3: 7/1/28-6/30/29, 4,523 devices: \$168,000.00+\$35,000 = \$203,000

Year 4: 7/1/29-6/30/30, 4,523 devices: \$184,000.00+\$40,000 = \$224,000

TOTAL CONTRACT SUM: \$777,500

- 9.1.2 The Total Contract Sum under this contract will be the total monetary amount payable by the District to the Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B - Pricing Sheet. Pricing is based upon Motorola Radio Repair Services for the 4,523 radios whose serial numbers are listed on the Inventory List that is part of the Statement of Work. The total contract sum of \$777,500.00 is fully committed and identified. The District will pay all

undisputed invoices as received from Contractor subject to the terms of this Contract and any changes in scope will be subject to the change order process as described in this Contract.

9.2 Written Approval for Reimbursement

The Contractor will 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, must not occur except with the District's express prior written approval.

9.3 Notification of 100% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred one hundred percent (100%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to District at the address herein provided in Exhibit D (District's Administration).

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

The Contractor will have no claim against the District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract, except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's property. This provision shall survive the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify the District and must immediately repay all such funds to the District. Payment by the District for services rendered after expiration/termination of this Contract will not constitute a waiver of the District's right to recover such payment from the Contractor.

9.5 Invoices, Delivery, Risk of Loss, and Payments

9.5.1 The Contractor must invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the District under the terms of this Contract.

9.5.2 The Contractor must invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor must 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 will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

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

9.5.4 Contractor must email one (1) copy of the invoice to the following:

1. Landon Jensen, District Project Manager
RadioCoordinator@fire.lacounty.gov, and
3. Fire-InvoiceSubmission@fire.lacounty.gov for payment of all invoices.

The Contractor's invoices must include the following:

- Contract Number
- Date(s) of Service
- Flat rate job authorized by the District's Project Manager or authorized designee (if applicable)
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable
- Brief description of services
- Remit to Address

9.5.5 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 will the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

Routine Radio Repair Services

Payment to Contractor shall be made in advance provided that the Contractor is not in default under any provision of this Contract. All invoices that are deemed undisputed shall be approved by the District's Project Manager and shall be paid within 30 days from the receipt date of the District.

Incidental Radio Repair Services

Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District's Project Manager, provided that the Contractor is not in default under any provisions of this Contract. All invoices that are deemed undisputed and receive District's Project Manager's approval shall be paid within 30 days from the receipt date of the District. Acceptance or rejection of completed work will be communicated in writing by the District to the Contractor within five (5) business days from completion. Failure to notify the Contractor in writing within five (5) business days from completion communicating acceptance or rejection will deem work as accepted by the District. District reserves its rights to dispute the nature of repairs beyond five (5) business days of the completed work.

- 9.5.6** Contractor shall not be paid for the price of services beyond the Maximum Contract Sum and Contractor agrees that District has no obligation, whatsoever, to pay for any price of services that exceed the Maximum Contract Sum.
- 9.5.7** Delivery, Title and Risk of Loss. Contractor will provide to District the Products set forth and, in accordance with the terms of the Contract. Contractor will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the District address set forth in this Contract or otherwise provided by District in writing, using a carrier selected by Contractor.
- i Delivery of Licensed Software for installation on Equipment or County-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Contractor, or (b) the date Contractor otherwise makes the Licensed Software available for download or use by County. If agreed upon in a Proposal, Contractor will also provide Services related to such Products. Title to Licensed Software will not pass to County at any time.
- 9.5.8** Delays. Any shipping dates are approximate. While Contractor will make reasonable efforts to ship Products by any such estimated shipping date, Contractor will not be liable for any delay or related damages to County, unless delay is due to Contractor's unreasonable actions.
- 9.5.9** Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee and subject to a 30 day notice for any fee increases. Any required changes may also impact the price for Products.

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

- 9.6.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 9.6.2** The Contractor must 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.
- 9.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 9.6.4** At any time during the duration of the 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), will decide whether to approve exemption requests.

9.7 Travel

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

9.8 Taxes

The Fees do not include any sales taxes, all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any sales taxes, Customer will reimburse Motorola for such taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

9.9 Fees

Fees and charges are as stated in Exhibit B - Pricing Sheet.

9.10 Inflation Adjustment

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items not seasonally

adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Before any increase may take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties.

10.0 ADMINISTRATION OF CONTRACT - DISTRICT

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit D - District's Administration. The District will notify the Contractor in writing of any changes as they occur.

10.1 District's Project Director

The role of the District's Project Director may include:

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

10.2 District's Project Manager

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

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

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

10.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met; and

- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 12.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

11.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the District in writing of any changes as they occur.

11.1 Contractor's Project Manager

11.1.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the District in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

11.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with District's Project Manager on a regular basis.

11.2 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager. This section is only applicable to work done on a District site.

11.3 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge for any personnel entering a District site. Motorola Radio Repair Services are to be performed at Contractor's repair depot and that no on-site services are expected, for which this section will not apply.

11.4 Background and Security Investigations

11.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, must undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

- 11.4.2** District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.
- 11.4.3** These terms will also apply to subcontractors of District contractors.
- 11.4.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

11.5 Confidentiality

- 11.5.1** The Parties must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Contractor acknowledges District's legal obligations to disclose non-exempt records under the California Public Records Act and such records are not subject to the confidentiality provisions of this Contract..
- 11.5.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third-party claims, demands, damages, liabilities, losses, costs and expenses, including defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Contract, except to the extent the claim arises from County's negligence or willful misconduct.. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the

right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval. During the Term and for a period of three (3) years from the expiration or termination of this Contract, the receiving party ("Recipient") will (a) not disclose Confidential Information to any third party, except as expressly permitted in this Section 12.5 - Confidentiality; (b) unless considered a public record, restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Products or Services within this Contract, and who are bound by confidentiality terms substantially similar to those in this Contract and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify the disclosing party ("Discloser") upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Contract.

- 11.5.3** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Contract; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Contract.
- 11.5.4** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 11.5.5** Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

12.0 STANDARD TERMS AND CONDITIONS

12.1 Amendments

- 12.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 12.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.

- 12.1.3** The Fire Chief or his designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 8.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.

12.2 Assignment and Delegation/Mergers or Acquisitions

- 12.2.1** The Contractor must 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.

- 12.2.2** The Parties must not assign, exchange, transfer, or delegate their rights or duties under this Contract, whether in whole or in part, without the prior written consent of the other Party, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, a Party's consent will require a written Amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the either Party to any approved delegate or assignee on any claim under this Contract will be deductible, at the paying Party's sole discretion, against the claims, which the other Party may have against the paying Party.

- 12.2.3** Any assumption, assignment, delegation, or takeover of any of a Party's duties, responsibilities, obligations, or performance of same by any person or entity other than that Party, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the other Party's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract following dispute resolution procedures. In the event of such termination, the non-breaching Party will be entitled to pursue the same remedies against the breaching Party as it could pursue in the event of default by either Party.

12.3 Authorization Warranty

The Parties represents and warrants that the person executing this Contract for the Party is an authorized agent who has actual authority to bind the Party to each

and every term, condition, and obligation of this Contract and that all requirements of the Party have been fulfilled to provide such actual authority.

12.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract. In the event of such reduction, Contractor shall be entitled to compensation for all conforming Products delivered or performed prior to the date of reduction and any reductions in annual funding that results in a contract reduction will be documented in writing in a mutually agreed upon amendment.

12.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

12.5.1 Complaint Procedures

- i Contractor must provide the District with the Contractor's procedures for receiving, investigating and responding to user complaints.
- ii The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- iii If the District requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for District approval.
- iv If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the District for approval before implementation.
- v The Contractor must 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.
- vi When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

vii Copies of all written responses must be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

12.6 Compliance with Applicable Laws

12.6.1 In the performance of this Contract, Contractor must 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.

12.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third-party claims, demands, damages, liabilities, losses, costs, and expenses, including defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Contract, except to the extent the claim arises from County's negligence or willful misconduct.. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

12.7 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 will, 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. Additionally, Contractor certifies to the District:

12.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

12.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

12.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

12.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

12.8 Compliance with the County's Jury Service Program

12.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

12.8.2 Written Employee Jury Service Policy

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

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

12.9 Conflict of Interest

12.9.1 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, will 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 will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

12.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

12.10 Contractor Responsibility and Debarment

12.10.1 Responsible Contractor

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

12.10.2 Chapter 2.202 of the County Code

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

12.10.3 Non-responsible Contractor

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

12.10.4 Contractor Hearing Board

- i If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- ii The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

12.10.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

12.11 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

12.12.1 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.

12.12.2 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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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).

12.13 District's Quality Assurance Plan

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

12.14 Damage to District Facilities, Buildings or Grounds

12.14.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds directly caused by the Contractor or employees or agents of the Contractor conducting work under this Contract. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later

than thirty (30) days after the occurrence or longer if mutually agreed upon in writing..

- 12.14.2** If the Contractor fails to make timely repairs, District may make any necessary repairs. All reasonable costs incurred by District for damages directly caused by Contractor, as determined by District, for such repairs must be repaid by the Contractor by cash payment upon demand. If the costs determined by District are in dispute, Contractor may initiate dispute resolution procedures. This section only applies to work done under this Contract.

12.15 Employment Eligibility Verification

- 12.15.1** 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 12.15.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from third-party employer sanctions and any other third-party claims of 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 to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Contract, except to the extent the claim arises from County's negligence or willful misconduct.

12.16 Counterparts and Electronic Signatures and Representations

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

The District 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 12.1 (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.

12.17 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all third-party claims of liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Contract, except to the extent the claim arises from County's negligence or willful misconduct.

12.18 Force Majeure

12.18.1 Neither party will 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").

12.18.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 at a commercially reasonable similar cost, unless otherwise agreed to in writing by the Parties. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

12.18.3 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.

12.19 Governing Law, Jurisdiction, and Venue

This Contract will 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 will be exclusively in the County.

12.20 Independent Contractor Status

- 12.20.1** This Contract is by and between the District and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 12.20.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits, unless directly employed by County/District or contracted with County/District separately and independently from Contractor. The County will 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.
- 12.20.3** 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 County, unless directly employed by County/District or contracted with County/District separately and independently from Contractor. The Contractor will 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.
- 12.20.4** The Contractor must adhere to the provisions stated in Paragraph 11.5 (Confidentiality).

12.21 Indemnification

- 12.21.1** The Contractor must 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, arising from any actual third-party demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) ("Claim"), for personal injury, death, or direct damage to tangible property, to the extent caused by Contractor's negligence, gross negligence, or willful misconduct 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.
- 12.21.2** Contractor's duties under all indemnification provisions contained in this Contract are conditioned upon: (a) County promptly notifying Contractor in writing of the Claim; (b) Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law, except where Contractor settles litigation on behalf of the County or District, or represents County or District at trial and in which case, Contractor must obtain County and/or

District concurrence for the settlement and concurrence for how the County and/or District is represented at trial; and (c) County cooperating with Contractor and, if requested by Contractor, providing reasonable assistance in the defense of the Claim.

12.22 Limitation of Liability

- 12.22.1** Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Contract or the total amount paid under this Contract, whichever is more. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. No action for contract breach or otherwise relating to the transactions contemplated by this Contract may be brought up to four (4) years after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Contract and applies notwithstanding any contrary provision.
- 12.22.2** Notwithstanding anything to contrary, this **Section 12.22 – Limitation of Liability** will apply to all indemnification provisions throughout this Contract.

12.23 Representations and Warranties

- 12.23.1** Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Contract and perform its obligations hereunder, and (b) the Contract will be binding on such Party.
- 12.23.2** Contractor Warranties - Services. Subject to the disclaimers and exclusions below, Contractor represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 12.23.3** Warranty Claims; Remedies. To assert a warranty claim, County must notify Contractor in writing of the claim prior to the expiration of any

warranty period set forth in this Contract. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Contractor will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are County's sole and exclusive remedies for Contractor's breach of a warranty. Contractor's warranties are extended by Contractor to County only, and are not assignable or transferable.

12.23.4 Pass-Through Warranties. Notwithstanding any provision of this Contract to the contrary, Contractor will have no liability for third-party software or hardware provided by Contractor; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Contractor will pass through express warranties provided by such third parties.

12.23.5 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS CONTRACT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE CONTRACT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET COUNTY'S PARTICULAR REQUIREMENTS.

12.23.6 ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE CONTRACT TO THE CONTRARY, CONTRACTOR WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN CONTRACTOR; (C) COUNTY'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN COUNTY OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT,

OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES;
OR (L) BETA SERVICES.

12.24 General Provisions for all Insurance Coverage

12.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12.24 and 12.25 of this Contract. These 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 County 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.

12.24.2 Evidence of Coverage and Notice to District

- i Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement including County and its Agents (defined below) has been given additional Insured status under the Contractor's General Liability policy, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- ii Renewal Certificates must be provided to District upon Contractor's policy renewal . The District reserves the right to obtain complete copies of any required contractor and/or sub-contractor insurance certificates at any time.
- iii Certificates must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number.
- iv 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), will be construed as a waiver of any of the Required Insurance provisions.
- v Certificates and copies of any required endorsements must be sent to:

Consolidated Fire Protection District of
Los Angeles County
Materials Management Division/Contracts Section

12.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be included as additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents included as additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.24.4 Cancellation of or Changes in Insurance

Contractor's Commercial General Liability, Automobile Liability and Workers Compensation policies will be endorsed to provide District with a thirty (30) days written notice of cancellation .

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County or District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract.

12.24.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A-VII unless otherwise approved by County.

12.24.6 Contractor's Insurance

Contractor's Commercial General Liability and Automobile Liability insurance policies, with respect to claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor and County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

12.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County and District under the Commercial General Liability, Automobile Liability and Workers Compensation Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.24.8 Subcontractor Insurance Coverage Requirements

Contractor must provide District with each subcontractor’s separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor include the District and Contractor as additional insureds on the subcontractor’s General Liability policy. Contractor must obtain District’s prior review and approval of any subcontractor request for modification of the Required Insurance.

12.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor’s policies will not obligate the County or District to pay any portion of any Contractor deductible or SIR.

12.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of three (3) years following Contract expiration, termination or cancellation.

12.24.11 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.

12.24.12 Separation of Insureds

The Commercial General Liability and Automobile liability policies must 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.

12.24.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures and when mutually agreed upon by written amendment/agreement with Contractor.

12.25 Insurance Coverage

12.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), including County and its Agents as an additional insured, with limits of than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

Each Occurrence: \$1 million

12.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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.

12.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million per accident, disease and disease policy limit. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.26 Liquidated Damages

12.26.1 If, in the judgment of the Fire Chief or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed if mutually agreed by Contractor through the dispute resolution process. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County (up to a maximum of 2% of the contract value, not to exceed a maximum of \$15,000, whichever is lower), will be forwarded to the Contractor by the Fire Chief or their designee, in a written notice describing the reasons for said action.

12.26.2 If the Fire Chief or their designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or their designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages (up to a maximum amount described in section 12.26.1). The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

12.27 Nondiscrimination and Affirmative Action

12.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

- 12.27.2** Contractor certifies to the District each of the following:
- i That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - ii That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - iii That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - iv Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 12.27.3** The Contractor must 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 must 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.
- 12.27.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 12.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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.
- 12.27.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 12.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 12.27.7** If the County finds that any provisions of this Paragraph 12.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the

District may terminate or suspend this Contract. While the County 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 will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

12.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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.

12.28 Non Exclusivity

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

12.29 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 must, within five (5) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12.30 Notice of Disputes

The Contractor must bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract (each a "Dispute"). If the District's Project Manager or District's Project Director is not able to resolve the Dispute, the Fire Chief or designee will resolve it, if agreed by the Parties.

12.30.1 **Governing Law**. All matters relating to or arising out of the Contract are governed by the laws of the State of California. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.30.2 **Negotiation; Mediation**. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. The

mediation must take place within 120 days of the Notice of Dispute. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 12.30.2 – Negotiation; Mediation** will take place in Los Angeles County, California, and all communication relating to the Dispute resolution, if considered part of settlement negotiations, will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 12.30.3 – Litigation, Venue, Jurisdiction** below.

12.30.3 Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Los Angeles County, California. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

12.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

12.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

12.33 Notices

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

12.34 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 will 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.

12.35 Public Records Act

12.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents and books related to the Parties' transactions under this Contract pursuant to Paragraph 12.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, may be subject to record retention and disclosure. Notwithstanding anything to the contrary, no documents reviewed during audit and no documents containing Motorola's intellectual property will become property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

12.35.2 In the event the County 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 County from all costs and expenses, including reasonable attorney's fees, in a third-party claim that results in action or liability arising under the Public Records Act to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Contract, except to the extent the claim arises from County's negligence or willful misconduct.

12.36 Publicity

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

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

12.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 12.36 (Publicity) will apply.

12.37 Record Retention and Inspection-Audit Settlement

12.37.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine or inspect books and records for the purpose of verifying performance in accordance with the terms of this Contract. County's inspection is limited to the verification of shipment to invoices, quantities, shipment receipts, records related to the transactions arising from this Contract, and cancelled checks or other proof of payment, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. After County provides thirty (30) days' written notice, County may send a representative to a Contractor facility during normal business hours to conduct such limited review, or at County's request Contractor will provide copies of the specific documents to County's location for its review. Contractor books and records provided to County pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Contractor. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Contractor.

12.37.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then

the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

- 12.37.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the District may terminate, suspend or initiate dispute resolution procedures.

12.38 Recycled Bond Paper

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

12.39 Subcontracting

- 12.39.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- 12.39.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:
- i A confirmation of the work to be performed by the subcontractor.
 - ii A draft copy of the proposed subcontract; and
 - iii Other pertinent information and/or certifications requested by the District if available and commercially reasonable.
- 12.39.3** The Contractor must indemnify, defend, and hold the County harmless with respect to third-party claims arising from the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees to the extent caused by Contractor's negligence, gross negligence or willful misconduct while performing its duties under this Contract, except to the extent the claim arises from County's negligence or willful misconduct. The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 12.39.4** The District's consent to subcontract will not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.

12.39.5 The District's Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor must forward a fully executed subcontract to the District for their files.

12.39.6 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 12.12 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 12.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

12.41 Termination for Convenience

12.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District/County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) days after the notice is sent.

12.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

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

- ii Complete performance of the work that has already been paid for and as requested by the District.
- iii In the event of such termination, Contractor shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination. The District will not be entitled to any refund for any pre-payments in the event of termination.

12.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 12.37 (Record Retention and Inspection-Audit Settlement).

12.42 Termination for Default

12.42.1 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:

- i Contractor has materially breached this Contract; and
- ii such breach has not been cured with thirty (30) days after receipt of notice of the breach or fails to product a cure plan within such period of time; or
- iii Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within thirty (30) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

In the event that the District terminates this Contract in whole or in part as provided in Paragraph 12.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the District for any and all excess costs incurred by the District, accrued in reliance of this Contract, for such similar goods and services. The Parties will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

12.42.2 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 12.42.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule at a commercially reasonable cost. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 12.42.3** If, after the District has given notice of termination under the provisions of Paragraph 12.42 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 12.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 12.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 12.41 (Termination for Convenience).
- 12.42.4** The rights and remedies of the District provided in this Paragraph 12.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.43 Termination for Improper Consideration

- 12.43.1** 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 County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 12.43.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 12.43.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

12.44 Termination for Insolvency

- 12.44.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - i Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days

in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

12.44.2 The rights and remedies of the County provided in this Paragraph 12.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

12.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, County reserves the right to terminate this Contract for non-appropriation upon thirty (30) days' advance written notice to Contractor. The District will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date. In the event of such termination, Contractor shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination. The District will not be entitled to any refund for any pre-payments in the event of termination.

12.47 Effect of Termination or Expiration

Upon termination for any reason or expiration of this Contract or an Amendment, the District and the Authorized Users will return or destroy (at Contractor's option) all Contractor Materials and Contractor's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by District should not be returned. If District has any outstanding payment obligations for work performed under this Contract, Contractor may declare all such obligations of District due within thirty days. Notwithstanding the reason for termination or expiration, District agrees to pay

Contractor for Products already delivered or performed, Both Parties have a duty to mitigate any damages under this Contract, including in the event of default by Contractor and County's termination of this Contract.

12.48 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 will not be affected thereby.

12.49 Waiver

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

12.50 Certification Against Contingent Fees

12.50.1 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.

12.50.2 For breach of this warranty, the District will have the right to initiate dispute resolution procedures.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 12.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be

grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

12.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)).

12.54 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 will 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

12.55 Intentionally Omitted

12.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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.

12.57 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.

12.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the

solicitation as it relates to this Contract. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

12.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

12.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this **1st day of July, 2026.**

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By _____
Fire Chief

By Motorola Solutions Inc.

Contractor

Signed: Jerry Burch

Printed: Jerry Burch

Title: MSSSI Vice President

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Jenny Tam
JENNY TAM

Senior Deputy County Counsel



COUNTY OF LOS ANGELES BOARD OF SUPERVISORS POLICY 5.100 SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- New Sole Source Contract for Replacement of Existing Services, or Amendments for Extension of Contracts for Existing Services
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS TO EXTEND CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one single source for the service exists.
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance services and/or support services agreements are required on equipment and/or software, which must be serviced by the original manufacturer, software provider, or an authorized service representative.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Approved by:

Rene' Phillips

Chief Executive Office

Date