



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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BOARD OF SUPERVISORS

HILDA L. SOLIS, CHAIR FIRST DISTRICT	
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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 MASTER AGREEMENTS FOR HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND COMPLETION 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 master agreements with Ace Aeronautics, LLC; Hangar One Avionics, Inc.; Rotorcraft Support, Inc.; and Seaview Aviation, LLC, to provide Helicopter Maintenance, Engineering, Repair and Completion Services (Helicopter Services) on an as-needed and intermittent basis for the District's helicopters.

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 master agreements (Enclosure A) between the District and Ace Aeronautics, LLC; Hangar One Avionics, Inc.; Rotorcraft Support, Inc.; and Seaview Aviation, LLC, to provide Helicopter Services.
2. Authorize the combined maximum master agreement sum of up to \$38.5 million, including the initial five-year term, and two one-year extension options. The maximum master agreement sum is comprised of (a) combined annual expenditures not to exceed a total of \$5 million per master agreement year; and (b) ten percent combined annual contingency sum of \$500,000 per master agreement year. The master agreements shall be effective July 1, 2026.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extensions and contingencies as described in recommendation two above, respectively, in accordance with the approved master agreement terms

and conditions, provided the amounts payable under such amendments do not exceed the combined annual budget and with County Counsel approval as to form.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the continuation of critical professional maintenance services to provide on an as-needed and intermittent basis, all tools, materials, and labor necessary to perform Helicopter Services on the District's Sikorsky S70 Firehawk series and Bell 412 series helicopters. These Helicopter Services include major repairs and/or overhauls of dynamic components, engines, and engine components; engineering support; structural airframe repairs; helicopter completion services; and various non-critical component repairs.

All District aircraft are multi-mission capable, supporting firefighting, medical transport, hoist operations, and search and rescue. When there are any Aircraft On the Ground (AOG) for any length of time, the operational burden on the remaining fleet increases significantly. Aircraft are on hourly and calendar-based inspection programs; however, when operational demands dictate aircraft usage, based on AOG conditions, these planned inspections are interrupted, often resulting in overlapping inspections and overly taxed maintenance crews. Approval of the recommended actions will substantially decrease the downtime of grounded aircraft, eliminate and/or significantly reduce freight costs, and enable the District to continue providing services to the residents of Los Angeles County by ensuring the District's helicopters are well-maintained and operational.

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 master agreement sum is up to \$38.5 million, including the initial five-year term, and two one-year extension options. The maximum master agreement sum is comprised of (a) combined annual expenditures not to exceed a total of \$5 million per master agreement year; and (b) ten percent combined annual contingency sum of \$500,000 per master agreement year. The District will ensure sufficient funding is included in the Fiscal Year 2026-2027 Final Adopted Budget. The District will continue to allocate the necessary funds to obtain the required services.

These master agreements do not include an allowance for Cost-of-Living adjustment. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The master agreements will allow for competitive pricing for the services provided, and in addition

will provide the District flexibility in the selection of a vendor based on price, support capabilities, and time constraints. The vendors are not guaranteed a minimum amount of work, as the services are provided on an as-needed and intermittent basis. Additionally, the vendors will not be performing services which will exceed the master agreement approved amount, scope of work, and/or terms.

A portion of the services are currently provided to the District under one contract previously approved by the Board in 2020. The new master agreements will take effect July 1, 2026, allowing for no interruption in service. The District is authorized to enter into these master agreements for these services pursuant to California Health and Safety Code 13861.

The enclosed master agreements provide that the District has no obligation to pay for expenditures incurred by the vendors beyond the master agreement payment mechanisms. All four vendors are in compliance with all Board and Chief Executive Office (CEO) requirements, including contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and they agree to maintain compliance with all requirements throughout the term of the master agreement.

The CEO's Risk Management Section reviewed the master agreement prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The master agreements have been approved as to form by County Counsel and have been signed by Ace Aeronautics, LLC; Hangar One Avionics, Inc.; Rotorcraft Support, Inc.; and Seaview Aviation, LLC. On final analysis and consideration of the award, these firms were selected without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On February 18, 2026, the District released a Request for Statement of Qualifications (RFSQ) to solicit Helicopter Services. The solicitation was open for a period of four weeks. In addition to posting the announcement on the County's WebVen portal and the District's contracting webpage, the District advertised the solicitation in the Los Angeles Times in an effort to maximize outreach to potential vendors and to provide greater opportunities for County Preference Program vendors, Community Business Enterprises (CBEs) and increase competition.

The District received Statement of Qualifications (SOQs) from Ace Aeronautics, LLC; Hangar One Avionics, Inc.; Rotorcraft Support, Inc.; and Seaview Aviation, LLC. The vendors' responses were evaluated, and all four vendors were deemed capable of performing the services requested, based on their qualifications and experience as stated in their SOQs.

The District has reviewed the Contractor Alert Reporting Database to assess the vendors' past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints that would prevent the vendors from contracting with the District.

A summary of the CBE Firm Organization Information for the recommended vendors is attached (Enclosure B). On final analysis, selections were made without regard to gender, race, creed, color or national origin. Additionally, as these services are needed on an intermittent basis, this is not a Proposition A Contract, therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will support the District's ability to protect public health and safety by continuing to provide critical life-saving helicopter rescue services.

Award of these master agreements will not result in the displacement of any County employees as these services are currently contracted. The master agreements 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 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,



ANTHONY C. MARRONE
FIRE CHIEF

ACM:jc

Enclosures

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

MASTER AGREEMENT



BY AND BETWEEN

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

AND

ACE AERONAUTICS, LLC

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

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

ACE AERONAUTICS, LLC

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

This Master Agreement and Exhibits 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" and Ace Aeronautics, LLC, hereinafter referred to as "Contractor." Contractor is located at: 105 Buck Island Road, Guntersville, AL 35976.

RECITALS

WHEREAS, the District may contract with private businesses for Helicopter Maintenance, Engineering, Repair and Completion Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Helicopter Maintenance, Engineering, Repair and Completion 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 Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A District's Administration
- Exhibit B Contractor's Administration
- Exhibit C Work Authorization Format
- Exhibit D1 Certification of Employee Status
- Exhibit D2 Certification of No Conflict of Interest
- Exhibit E Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Statement of Work and Attachments

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (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 will 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 of Los Angeles acting a governing body.

2.1.2 Contract: 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.

- 2.1.3 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.
- 2.1.4 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.1.8 District's Contract Administrator:** The person designated by the District to manage and facilitate the administrative functions of the Contract.
- 2.1.9 District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.1.10 District's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.1.13 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization must result from bids, solicited by and tendered to

District, by Qualified Contractors. No work will be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Authorizations will generally conform to Exhibit C as determined by District. Each Work Authorization will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Authorization
- 3.3 If Contractor provides any task, deliverable, service, or other work to District that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this Paragraph. Upon determination by District to issue a Work Authorization solicitation, District will issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District will execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. The District may, at its sole discretion, award work to a contractor other than the lowest cost if lead time is determined not to be in the best interest of the District. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost

circumstances require it. The Contractor and its Subcontractors must have the ability to meet all requirements of the work authorization.

- 3.6 District estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire five (5) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year extension options, pursuant to the same terms and conditions, for a maximum total Master Agreement term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

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 the District will exercise a Master Agreement term extension option.

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

5.0 MAXIMUM MASTER AGREEMENT SUM

5.1 Total Master Agreement Sum

The combined total amount the District shall expend from its own funds for Helicopter Maintenance, Engineering, Repair and Completion Services during the entire term (including option years) of all Master Agreements executed for these services shall not exceed a combined total of \$38.5

million in aggregate. Annual expenditures shall include the yearly master agreement amount and a 10% contingency as follows:

Year 1 at \$5 million plus a 10% contingency of \$500,000
Year 2 at \$5 million plus a 10% contingency of \$500,000
Year 3 at \$5 million plus a 10% contingency of \$500,000
Year 4 at \$5 million plus a 10% contingency of \$500,000
Year 5 at \$5 million plus a 10% contingency of \$500,000
Year 6 option at \$5 million plus a 10% contingency of \$500,000
Year 7 option at \$5 million plus a 10% contingency of \$500,000

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

5.2 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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the District’s express prior written approval.

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

Contractor will have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify District and must immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of District’s right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.

- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 District will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.
- District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.
- 5.4.5 Intentionally Omitted
- 5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

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

District Project Director, TBD
Email:

for review and approval of all invoices; and

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

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Brief description of services.
- Work Authorization Number
- Period of performance of work being invoiced
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.
- Remit-to address

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

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

- 5.5.1 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).
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.6 Travel

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT

6.1 District Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

6.2 District Project Director

The responsibilities of the District's Project Director include:

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

6.3 District Project Manager

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.

- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.3 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.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor 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.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 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.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, District consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and

obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.4.5 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.
- 8.4.6 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.
- 8.4.7 Copies of all written responses must be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to

comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 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.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement 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.](#)

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), 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.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer

qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the District. 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 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or

be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence 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.
- 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 of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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.
- 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

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

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

8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.14 District's Quality Assurance Plan

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

8.15 Damage to District Facilities, Buildings or Grounds

- 8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement 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 Master Agreement. 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 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 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 liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

8.19.2 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. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and 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.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District 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.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor 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 Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the

claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County'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.
- Certificates and copies of any required endorsements must be sent to:

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

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided 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 additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 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.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County 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 name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 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.

8.23.12 Separation of Insureds

All 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.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 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.

8.24 Insurance Coverage

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

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

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

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

8.24.4 General/Aviation Liability: The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Type 1) or "non-critical" (Type 2 or Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) of this Master Agreement.

- a) **TYPE 1 COVERAGE (Required for the Performance of Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- b) **TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$5 million
Products/Completed Operations:	\$5 million
Personal/Advertising Injury:	\$5 million
Hangar keepers Liability:	\$5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- c) **TYPE 3 COVERAGE (Required for the Performance of Completion Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit. If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.4 a), b), and c), throughout the Term of this Master Agreement.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Fire Chief or his designee determines that there are deficiencies in the performance of this Master Agreement that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.27.3 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.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 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 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment 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 Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 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 Master Agreement. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee will resolve it.

8.31 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.

8.32 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (District's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee will have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the agree that, during the term of this Master Agreement 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.

8.34 Public Records Act

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the 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.

8.34.2 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 an SOQ 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 action or liability arising under the Public Records Act.

8.35 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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. The District will not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

8.36 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the

County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement 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. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds

appropriated by the County for the purpose of this Master Agreement.

8.37 Recycled Bond Paper

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

8.38 Subcontracting

- 8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.
- 8.38.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.38.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.38.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.38.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.38.6 The District's Project Manager 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.
- 8.38.7 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.

- 8.38.8 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. The 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

before any subcontractor employee may perform any work hereunder.

8.39 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.40 Termination for Convenience

8.40.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.40.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor must immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.41 Termination for Default

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

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

8.41.2 In the event that the District terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, 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, as determined by the District, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.41.3 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 8.41.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

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. As used in this Paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.41.4 If, after the District has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the District that the Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).
- 8.41.5 The rights and remedies of the District provided in this Paragraph 8.41 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 Termination for Improper Consideration

- 8.42.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. 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.
- 8.42.2 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/>.

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

8.43 Termination for Insolvency

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

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

8.43.2 The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 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 Section 2.160.010](#). 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 Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 Validity

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

8.47 Waiver

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

8.48 Warranty Against Contingent Fees

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

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

8.49 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 (Warranty of Compliance with County's Defaulted

Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.51 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](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.52 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 County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County 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 Master Agreement.

8.53 Intentionally Omitted

8.54 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](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 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)

[\(https://ceop.lacounty.gov/\)](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.

8.56 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Vendor/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/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.59 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 agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year

and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement 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 Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Limitation on Corporate Acts

9.1.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

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

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

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

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

9.5.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

- 9.5.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.5.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.5.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.6 Transition of Master Agreement Services

Within sixty (60) calendar days prior to the expiration of this Master Agreement (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

**AUTHORIZATION OF MASTER AGREEMENT FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement 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 Master Agreement 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 _____
Contractor

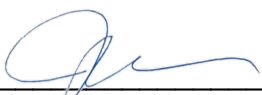
Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Jenny Tam
Senior Deputy County Counsel

MASTER AGREEMENT



BY AND BETWEEN

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

AND

HANGAR ONE AVIONICS, INC.

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

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

HANGAR ONE AVIONICS, INC.

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

This Master Agreement and Exhibits 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" and Hangar One Avionics, Inc., hereinafter referred to as "Contractor." Contractor is located at: 2026 Palomar Airport Rd, Carlsbad CA 92011.

RECITALS

WHEREAS, the District may contract with private businesses for Helicopter Maintenance, Engineering, Repair and Completion Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Helicopter Maintenance, Engineering, Repair and Completion 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 Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A District's Administration
- Exhibit B Contractor's Administration
- Exhibit C Work Authorization Format
- Exhibit D1 Certification of Employee Status
- Exhibit D2 Certification of No Conflict of Interest
- Exhibit E Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Statement of Work and Attachments

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (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 will 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 of Los Angeles acting a governing body.

2.1.2 Contract: 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.

- 2.1.3 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.
- 2.1.4 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.1.8 District's Contract Administrator:** The person designated by the District to manage and facilitate the administrative functions of the Contract.
- 2.1.9 District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.1.10 District's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.1.13 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization must result from bids, solicited by and tendered to

District, by Qualified Contractors. No work will be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Authorizations will generally conform to Exhibit C as determined by District. Each Work Authorization will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Authorization
- 3.3 If Contractor provides any task, deliverable, service, or other work to District that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this Paragraph. Upon determination by District to issue a Work Authorization solicitation, District will issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District will execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. The District may, at its sole discretion, award work to a contractor other than the lowest cost if lead time is determined not to be in the best interest of the District. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost

circumstances require it. The Contractor and its Subcontractors must have the ability to meet all requirements of the work authorization.

- 3.6 District estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire five (5) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year extension options, pursuant to the same terms and conditions, for a maximum total Master Agreement term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

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 the District will exercise a Master Agreement term extension option.

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

5.0 MAXIMUM MASTER AGREEMENT SUM

5.1 Total Master Agreement Sum

The combined total amount the District shall expend from its own funds for Helicopter Maintenance, Engineering, Repair and Completion Services during the entire term (including option years) of all Master Agreements executed for these services shall not exceed a combined total of \$38.5

million in aggregate. Annual expenditures shall include the yearly master agreement amount and a 10% contingency as follows:

Year 1 at \$5 million plus a 10% contingency of \$500,000
Year 2 at \$5 million plus a 10% contingency of \$500,000
Year 3 at \$5 million plus a 10% contingency of \$500,000
Year 4 at \$5 million plus a 10% contingency of \$500,000
Year 5 at \$5 million plus a 10% contingency of \$500,000
Year 6 option at \$5 million plus a 10% contingency of \$500,000
Year 7 option at \$5 million plus a 10% contingency of \$500,000

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

5.2 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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the District’s express prior written approval.

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

Contractor will have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify District and must immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of District’s right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.

- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 District will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.
- District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.
- 5.4.5 Intentionally Omitted
- 5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

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

District Project Director, TBD
Email:

for review and approval of all invoices; and

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

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Brief description of services.
- Work Authorization Number
- Period of performance of work being invoiced
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.
- Remit-to address

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

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

- 5.5.1 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).
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.6 Travel

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT

6.1 District Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

6.2 District Project Director

The responsibilities of the District's Project Director include:

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

6.3 District Project Manager

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.

- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.3 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.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor 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.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 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.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, District consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and

obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.4.5 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.
- 8.4.6 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.
- 8.4.7 Copies of all written responses must be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to

comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 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.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement 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.](#)

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), 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.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer

qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the District. 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 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or

be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence 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.
- 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 of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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.
- 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

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

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

8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.14 District's Quality Assurance Plan

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

8.15 Damage to District Facilities, Buildings or Grounds

- 8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement 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 Master Agreement. 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 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 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 liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

8.19.2 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. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and 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.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District 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.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor 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 Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the

claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County'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.
- Certificates and copies of any required endorsements must be sent to:

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

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided 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 additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 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.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County 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 name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 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.

8.23.12 Separation of Insureds

All 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.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 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.

8.24 Insurance Coverage

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

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

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

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

8.24.4 General/Aviation Liability: The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Type 1) or "non-critical" (Type 2 or Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) of this Master Agreement.

- a) **TYPE 1 COVERAGE (Required for the Performance of Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- b) **TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$5 million
Products/Completed Operations:	\$5 million
Personal/Advertising Injury:	\$5 million
Hangar keepers Liability:	\$5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- c) **TYPE 3 COVERAGE (Required for the Performance of Completion Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit. If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.4 a), b), and c), throughout the Term of this Master Agreement.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Fire Chief or his designee determines that there are deficiencies in the performance of this Master Agreement that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.27.3 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.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 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 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment 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 Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 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 Master Agreement. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee will resolve it.

8.31 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.

8.32 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (District's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee will have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the agree that, during the term of this Master Agreement 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.

8.34 Public Records Act

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the 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.

8.34.2 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 an SOQ 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 action or liability arising under the Public Records Act.

8.35 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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. The District will not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

8.36 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the

County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement 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. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds

appropriated by the County for the purpose of this Master Agreement.

8.37 Recycled Bond Paper

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

8.38 Subcontracting

- 8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.
- 8.38.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.38.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.38.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.38.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.38.6 The District's Project Manager 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.
- 8.38.7 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.

- 8.38.8 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. The 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

before any subcontractor employee may perform any work hereunder.

8.39 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.40 Termination for Convenience

8.40.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.40.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor must immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.41 Termination for Default

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

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

8.41.2 In the event that the District terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, 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, as determined by the District, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.41.3 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 8.41.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

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. As used in this Paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.41.4 If, after the District has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the District that the Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).
- 8.41.5 The rights and remedies of the District provided in this Paragraph 8.41 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 Termination for Improper Consideration

- 8.42.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. 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.
- 8.42.2 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/>.

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

8.43 Termination for Insolvency

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

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

8.43.2 The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 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 Section 2.160.010](#). 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 Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 Validity

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

8.47 Waiver

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

8.48 Warranty Against Contingent Fees

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

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

8.49 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 (Warranty of Compliance with County's Defaulted

Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.51 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](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.52 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 County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County 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 Master Agreement.

8.53 Intentionally Omitted

8.54 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](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 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)

[\(https://ceop.lacounty.gov/\)](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.

8.56 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Vendor/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/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.59 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 agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year

and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement 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 Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Limitation on Corporate Acts

9.1.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

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

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

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

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

9.5.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

- 9.5.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.5.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.5.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.6 Transition of Master Agreement Services

Within sixty (60) calendar days prior to the expiration of this Master Agreement (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

**AUTHORIZATION OF MASTER AGREEMENT FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement 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 Master Agreement 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 _____
Contractor

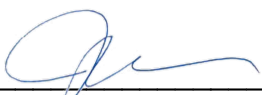
Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Jenny Tam
Senior Deputy County Counsel

MASTER AGREEMENT



BY AND BETWEEN

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

AND

ROTORCRAFT SUPPORT, INC.

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

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

ROTORCRAFT SUPPORT, INC.

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

This Master Agreement and Exhibits 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" and Rotorcraft Support, Inc., hereinafter referred to as "Contractor." Contractor is located at: 67 D Street, Fillmore, CA 93015.

RECITALS

WHEREAS, the District may contract with private businesses for Helicopter Maintenance, Engineering, Repair and Completion Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Helicopter Maintenance, Engineering, Repair and Completion 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 Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A District's Administration
- Exhibit B Contractor's Administration
- Exhibit C Work Authorization Format
- Exhibit D1 Certification of Employee Status
- Exhibit D2 Certification of No Conflict of Interest
- Exhibit E Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Statement of Work and Attachments

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (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 will 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 of Los Angeles acting a governing body.

2.1.2 Contract: 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.

- 2.1.3 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.
- 2.1.4 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.1.8 District's Contract Administrator:** The person designated by the District to manage and facilitate the administrative functions of the Contract.
- 2.1.9 District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.1.10 District's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.1.13 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization must result from bids, solicited by and tendered to

District, by Qualified Contractors. No work will be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Authorizations will generally conform to Exhibit C as determined by District. Each Work Authorization will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Authorization
- 3.3 If Contractor provides any task, deliverable, service, or other work to District that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this Paragraph. Upon determination by District to issue a Work Authorization solicitation, District will issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District will execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. The District may, at its sole discretion, award work to a contractor other than the lowest cost if lead time is determined not to be in the best interest of the District. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost

circumstances require it. The Contractor and its Subcontractors must have the ability to meet all requirements of the work authorization.

- 3.6 District estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire five (5) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year extension options, pursuant to the same terms and conditions, for a maximum total Master Agreement term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

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 the District will exercise a Master Agreement term extension option.

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

5.0 MAXIMUM MASTER AGREEMENT SUM

5.1 Total Master Agreement Sum

The combined total amount the District shall expend from its own funds for Helicopter Maintenance, Engineering, Repair and Completion Services during the entire term (including option years) of all Master Agreements executed for these services shall not exceed a combined total of \$38.5

million in aggregate. Annual expenditures shall include the yearly master agreement amount and a 10% contingency as follows:

Year 1 at \$5 million plus a 10% contingency of \$500,000
Year 2 at \$5 million plus a 10% contingency of \$500,000
Year 3 at \$5 million plus a 10% contingency of \$500,000
Year 4 at \$5 million plus a 10% contingency of \$500,000
Year 5 at \$5 million plus a 10% contingency of \$500,000
Year 6 option at \$5 million plus a 10% contingency of \$500,000
Year 7 option at \$5 million plus a 10% contingency of \$500,000

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

5.2 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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the District’s express prior written approval.

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

Contractor will have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify District and must immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of District’s right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.

- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 District will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.
- District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.
- 5.4.5 Intentionally Omitted
- 5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

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

District Project Director, TBD
Email:

for review and approval of all invoices; and

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

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Brief description of services.
- Work Authorization Number
- Period of performance of work being invoiced
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.
- Remit-to address

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

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

- 5.5.1 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).
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.6 Travel

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT

6.1 District Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

6.2 District Project Director

The responsibilities of the District's Project Director include:

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

6.3 District Project Manager

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.

- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.3 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.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor 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.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 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.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, District consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and

obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.4.5 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.
- 8.4.6 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.
- 8.4.7 Copies of all written responses must be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to

comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 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.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement 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.](#)

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), 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.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer

qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the District. 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 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or

be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence 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.
- 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 of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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.
- 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

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

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

8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.14 District's Quality Assurance Plan

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

8.15 Damage to District Facilities, Buildings or Grounds

- 8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement 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 Master Agreement. 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 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 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 liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

8.19.2 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. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and 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.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District 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.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor 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 Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the

claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County'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.
- Certificates and copies of any required endorsements must be sent to:

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

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided 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 additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 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.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County 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 name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 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.

8.23.12 Separation of Insureds

All 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.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 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.

8.24 Insurance Coverage

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

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

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

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

8.24.4 General/Aviation Liability: The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Type 1) or "non-critical" (Type 2 or Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) of this Master Agreement.

- a) **TYPE 1 COVERAGE (Required for the Performance of Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- b) **TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$5 million
Products/Completed Operations:	\$5 million
Personal/Advertising Injury:	\$5 million
Hangar keepers Liability:	\$5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- c) **TYPE 3 COVERAGE (Required for the Performance of Completion Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit. If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.4 a), b), and c), throughout the Term of this Master Agreement.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Fire Chief or his designee determines that there are deficiencies in the performance of this Master Agreement that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.27.3 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.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 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 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment 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 Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 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 Master Agreement. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee will resolve it.

8.31 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.

8.32 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (District's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee will have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the agree that, during the term of this Master Agreement 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.

8.34 Public Records Act

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the 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.

8.34.2 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 an SOQ 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 action or liability arising under the Public Records Act.

8.35 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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. The District will not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

8.36 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the

County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement 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. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds

appropriated by the County for the purpose of this Master Agreement.

8.37 Recycled Bond Paper

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

8.38 Subcontracting

- 8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.
- 8.38.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.38.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.38.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.38.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.38.6 The District's Project Manager 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.
- 8.38.7 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.

- 8.38.8 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. The 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

before any subcontractor employee may perform any work hereunder.

8.39 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.40 Termination for Convenience

8.40.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.40.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor must immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.41 Termination for Default

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

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

8.41.2 In the event that the District terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, 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, as determined by the District, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.41.3 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 8.41.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

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. As used in this Paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.41.4 If, after the District has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the District that the Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).
- 8.41.5 The rights and remedies of the District provided in this Paragraph 8.41 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 Termination for Improper Consideration

- 8.42.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. 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.
- 8.42.2 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/>.

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

8.43 Termination for Insolvency

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

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

8.43.2 The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 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 Section 2.160.010](#). 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 Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 Validity

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

8.47 Waiver

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

8.48 Warranty Against Contingent Fees

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

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

8.49 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 (Warranty of Compliance with County's Defaulted

Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.51 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](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.52 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 County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County 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 Master Agreement.

8.53 Intentionally Omitted

8.54 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](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 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)

[\(https://ceop.lacounty.gov/\)](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.

8.56 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Vendor/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/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.59 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 agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year

and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement 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 Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Limitation on Corporate Acts

9.1.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

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

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

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

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

9.5.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

- 9.5.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.5.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.5.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.6 Transition of Master Agreement Services

Within sixty (60) calendar days prior to the expiration of this Master Agreement (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

**AUTHORIZATION OF MASTER AGREEMENT FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement 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 Master Agreement 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 _____
Contractor

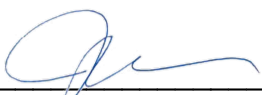
Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Jenny Tam
Senior Deputy County Counsel

MASTER AGREEMENT



BY AND BETWEEN

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

AND

SEAVIEW AVIATION, LLC

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

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

AND

SEAVIEW AVIATION, LLC

FOR

**HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

This Master Agreement and Exhibits 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" and Seaview Aviation, LLC, hereinafter referred to as "Contractor." Contractor is located at: 265 Durley Avenue, Camarillo, CA 93010.

RECITALS

WHEREAS, the District may contract with private businesses for Helicopter Maintenance, Engineering, Repair and Completion Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Helicopter Maintenance, Engineering, Repair and Completion 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 Board of Supervisors has authorized the Fire Chief or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through F are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- Exhibit A District's Administration
- Exhibit B Contractor's Administration
- Exhibit C Work Authorization Format
- Exhibit D1 Certification of Employee Status
- Exhibit D2 Certification of No Conflict of Interest
- Exhibit E Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Statement of Work and Attachments

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (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 will 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 of Los Angeles acting a governing body.

2.1.2 Contract: 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.

- 2.1.3 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.
- 2.1.4 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.1.8 District's Contract Administrator:** The person designated by the District to manage and facilitate the administrative functions of the Contract.
- 2.1.9 District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the District's Project Manager.
- 2.1.10 District's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Master Agreement:** District's agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Authorizations.
- 2.1.13 Work Authorization:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Authorization must result from bids, solicited by and tendered to

District, by Qualified Contractors. No work will be performed by Contractors except in accordance with validly bid and executed Work Authorizations.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Authorizations will generally conform to Exhibit C as determined by District. Each Work Authorization will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Authorization
- 3.3 If Contractor provides any task, deliverable, service, or other work to District that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Authorization expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Authorization as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against District.
- 3.4 District procedures for issuing and executing Work Authorizations are as set forth in this Paragraph. Upon determination by District to issue a Work Authorization solicitation, District will issue a Work Authorization solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Authorization.
- 3.5 Upon completion of evaluations, District will execute the Work Authorization by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Authorization solicitation specifies bid evaluation criteria other than lowest cost. The District may, at its sole discretion, award work to a contractor other than the lowest cost if lead time is determined not to be in the best interest of the District. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Authorizations are awarded to some Master Agreement Qualified Contractors. Work Authorizations are usually issued for periods not extending past the end of District's current fiscal year (June 30th) with the exception of Work Authorizations for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Authorization is only extended through the end of the fiscal year, District may either rebid the Work Authorization tasks or extend the Work Authorization if technical or cost

circumstances require it. The Contractor and its Subcontractors must have the ability to meet all requirements of the work authorization.

- 3.6 District estimates that selection of any Contractor will occur within five (5) business days of completion of the evaluations of the particular Work Authorization bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Authorization. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Authorization as determined in the sole discretion of District's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Fire Chief or his designee as authorized by the County Board of Supervisors. This Master Agreement shall expire five (5) years after execution unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year extension options, pursuant to the same terms and conditions, for a maximum total Master Agreement term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County Board of Supervisors.

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 the District will exercise a Master Agreement term extension option.

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

5.0 MAXIMUM MASTER AGREEMENT SUM

5.1 Total Master Agreement Sum

The combined total amount the District shall expend from its own funds for Helicopter Maintenance, Engineering, Repair and Completion Services during the entire term (including option years) of all Master Agreements executed for these services shall not exceed a combined total of \$38.5

million in aggregate. Annual expenditures shall include the yearly master agreement amount and a 10% contingency as follows:

Year 1 at \$5 million plus a 10% contingency of \$500,000
Year 2 at \$5 million plus a 10% contingency of \$500,000
Year 3 at \$5 million plus a 10% contingency of \$500,000
Year 4 at \$5 million plus a 10% contingency of \$500,000
Year 5 at \$5 million plus a 10% contingency of \$500,000
Year 6 option at \$5 million plus a 10% contingency of \$500,000
Year 7 option at \$5 million plus a 10% contingency of \$500,000

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

5.2 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 entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the District’s express prior written approval.

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

Contractor will have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify District and must immediately repay all such funds to District. Payment by District for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of District’s right to recover such payment from Contractor.

5.4 Invoices and Payments

5.4.1 Contractor shall invoice District for providing tasks, deliverables, services and other work authorized pursuant to the Master Agreement.

- 5.4.2 Payment for all work will be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Authorization less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages).
- 5.4.3 District will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Authorizations issued hereunder must receive the written approval of District Project Manager.
- District may, upon notice to Contractor, withhold payment for any work or at any time Contractor has not provided District approved work.
- 5.4.5 Intentionally Omitted
- 5.4.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided the Contractor is not in default under any provisions of this Master Agreement. The Contractor shall email one (1) copy of the invoice to the following:

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

Brian Martin, District Project Director
Email: Brian.Martin@fire.lacounty.gov

for review and approval of all invoices; and

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

The Contractor's invoices shall include the following:

- Master Agreement Number
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Brief description of services.
- Work Authorization Number
- Period of performance of work being invoiced
- Name(s) of persons who performed the work;

- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Authorization; and
- Total amount of the invoice.
- Remit-to address

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

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

- 5.5.1 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).
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

5.6 Travel

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – DISTRICT

6.1 District Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

6.2 District Project Director

The responsibilities of the District's Project Director include:

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

6.3 District Project Manager

6.3.1 The responsibilities of the District Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Authorization are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Authorizations;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 The District's Project Manager, or authorized designee, is the approving authority for individual Work Authorization solicitations and executions.

- 6.3.3 District Project Managers are not authorized to make any changes in Work Authorization labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments in accordance with the Master Agreement, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.
- 6.3.4 The District Project Manager is the chief contact person with respect to the day-to-day administration of this Master Agreement. The District Project Manager shall prepare and issue Work Authorizations and Work Authorization Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the District in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with District Project Manager on a regular basis with respect to all active Work Authorizations.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.
- 7.5.3 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.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor 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.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and

expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.2 The Fire Chief or his authorized designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Fire Chief or his authorized designee.

8.1.3 Addition of Skilled Categories/Technical Specializations

If the District deems the addition of Skilled Categories or Technical Specializations necessary, an Amendment to the Master Agreement shall be prepared and executed by the Contractor(s) and by the Fire Chief or authorized designee to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 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.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, District consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and

obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.4.5 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.
- 8.4.6 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.
- 8.4.7 Copies of all written responses must be sent to the District's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to

comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. 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, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 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.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement 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.](#)

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), 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.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer

qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the District. 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 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BServices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or

be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence 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.
- 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 of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.

- 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.
- 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

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

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

8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement 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).

8.14 District's Quality Assurance Plan

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

8.15 Damage to District Facilities, Buildings or Grounds

- 8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement 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 Master Agreement. 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 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 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 liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

8.19.2 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. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and 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.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District 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.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor 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 Master Agreement.
- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor's indemnification obligations under this Agreement shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the

claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

Contractor will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing. Nothing herein shall be construed as a waiver of County's sovereign immunity.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. 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 Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County'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.
- Certificates and copies of any required endorsements must be sent to:

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

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided 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 additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written

notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 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.

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 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 under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County 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 name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 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.

8.23.12 Separation of Insureds

All 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.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 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.

8.24 Insurance Coverage

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

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

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

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

8.24.4 General/Aviation Liability: The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Type 1) or "non-critical" (Type 2 or Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) of this Master Agreement.

- a) **TYPE 1 COVERAGE (Required for the Performance of Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- b) **TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$5 million
Products/Completed Operations:	\$5 million
Personal/Advertising Injury:	\$5 million
Hangar keepers Liability:	\$5 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

- c) **TYPE 3 COVERAGE (Required for the Performance of Completion Services)** - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

Premises/Contractual Liability	\$25 million
Products/Completed Operations:	\$25 million
Personal/Advertising Injury:	\$25 million
Hangar keepers Liability:	\$25 million/aircraft

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit. If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.4 a), b), and c), throughout the Term of this Master Agreement.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Fire Chief or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief or his 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or his designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Fire Chief or his designee determines that there are deficiencies in the performance of this Master Agreement that the Fire Chief or his designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or his designee may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Authorizations, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.27.3 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.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 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 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment 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 Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the 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 Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 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 Master Agreement. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee will resolve it.

8.31 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.

8.32 Notices

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (District's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his designee will have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the agree that, during the term of this Master Agreement 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.

8.34 Public Records Act

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the 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.

8.34.2 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 an SOQ 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 action or liability arising under the Public Records Act.

8.35 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must 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. The District will not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 (Publicity) will apply.

8.36 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contractor Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the

County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement 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. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds

appropriated by the County for the purpose of this Master Agreement.

8.37 Recycled Bond Paper

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

8.38 Subcontracting

- 8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.
- 8.38.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the District's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.38.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.38.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.38.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.38.6 The District's Project Manager 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.
- 8.38.7 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.

- 8.38.8 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. The 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

before any subcontractor employee may perform any work hereunder.

8.39 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the District may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.40 Termination for Convenience

8.40.1 District may terminate this Master Agreement, and any Work Authorization issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.40.2 Upon receipt of a notice of termination and except as otherwise directed by the District, the Contractor must immediately:

- Stop work under the Work Authorization or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to District all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Authorization must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.41 Termination for Default

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

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

8.41.2 In the event that the District terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, 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, as determined by the District, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.41.3 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 8.41.2 if its failure to perform this Master Agreement, including any Work Authorization issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the

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. As used in this Paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.41.4 If, after the District has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the District that the Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).
- 8.41.5 The rights and remedies of the District provided in this Paragraph 8.41 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 Termination for Improper Consideration

- 8.42.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. 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.
- 8.42.2 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/>.

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

8.43 Termination for Insolvency

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

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

8.43.2 The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 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 Section 2.160.010](#). 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 Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The District will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 Validity

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

8.47 Waiver

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

8.48 Warranty Against Contingent Fees

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

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

8.49 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 (Warranty of Compliance with County's Defaulted

Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which District may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.51 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](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.52 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 County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County 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 Master Agreement.

8.53 Intentionally Omitted

8.54 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](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 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)

[\(https://ceop.lacounty.gov/\)](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.

8.56 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Vendor/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/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 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.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.59 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 agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year

and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement 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 Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Limitation on Corporate Acts

9.1.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name

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

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

9.2 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven>. The District shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

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

9.5.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.

- 9.5.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.
- 9.5.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.5.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.6 Transition of Master Agreement Services

Within sixty (60) calendar days prior to the expiration of this Master Agreement (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

**AUTHORIZATION OF MASTER AGREEMENT FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND
COMPLETION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement 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 Master Agreement 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 _____
Contractor

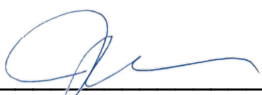
Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
Jenny Tam
Senior Deputy County Counsel

**COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND COMPLETION SERVICES**

SELECTED FIRM – ACE AERONAUTICS, LLC

Vendor Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1. Ace Aeronautics, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

FIRM INFORMATION**	Ace Aeronautics, LLC
BUSINESS STRUCTURE	Limited Liability Company (LLC)
CULTURAL COMPOSITION OWNERS/PARTNERS	NUMBER/% OF OWNERSHIP
Black/African American	0
Hispanic/Latino	0
Asian or Pacific Islander	0
Native American	0
Subcontinent Asian	0
White	3/100%
TOTAL:	3/100%
COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A
OTHER CERTIFYING AGENCY	
	N/A

**Information provided by Vendors in response to the Request for Statement of Qualifications. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND COMPLETION SERVICES

SELECTED FIRM – HANGAR ONE AVIONICS, INC.

Vendor Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
2. Hangar One Avionics, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

FIRM INFORMATION**	Hangar One Avionics, Inc.
BUSINESS STRUCTURE	Corporation
CULTURAL COMPOSITION OWNERS/PARTNERS	NUMBER/% OF OWNERSHIP
Black/African American	0
Hispanic/Latino	0
Asian or Pacific Islander	0
Native American	0
Subcontinent Asian	0
White	3/100%
TOTAL:	3/100%
COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A
OTHER CERTIFYING AGENCY	
	N/A

**Information provided by Vendors in response to the Request for Statement of Qualifications. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND COMPLETION SERVICES**

SELECTED FIRM – ROTORCRAFT SUPPORT, INC.

Vendor Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
3. Rotorcraft Support, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

FIRM INFORMATION**	Rotorcraft Support, Inc.
BUSINESS STRUCTURE	Corporation
CULTURAL COMPOSITION OWNERS/PARTNERS	NUMBER/% OF OWNERSHIP
Black/African American	0
Hispanic/Latino	0
Asian or Pacific Islander	0
Native American	0
Subcontinent Asian	0
White	1/100%
TOTAL:	1/100%
COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A
OTHER CERTIFYING AGENCY	
	N/A

**Information provided by Vendors in response to the Request for Statement of Qualifications. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
HELICOPTER MAINTENANCE, ENGINEERING, REPAIR AND COMPLETION SERVICES**

SELECTED FIRM – SEAVIEW AVIATION, LLC

Vendor Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
4. Seaview Aviation, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

FIRM INFORMATION**	Seaview Aviation, LLC
BUSINESS STRUCTURE	Limited Liability Company (LLC)
CULTURAL COMPOSITION OWNERS/PARTNERS	NUMBER/% OF OWNERSHIP
Black/African American	0
Hispanic/Latino	0
Asian or Pacific Islander	0
Native American	0
Subcontinent Asian	0
White	1/100%
TOTAL:	1/100%
COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A
OTHER CERTIFYING AGENCY	
	N/A

**Information provided by Vendors in response to the Request for Statement of Qualifications. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.