AGENDA

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

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

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

   A. Board Letter:
      APPROVAL OF A SOLE SOURCE CONTRACT WITH GENERAL ELECTRIC COMPANY (GE) FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS AND TECHNICAL PUBLICATIONS FOR GE T700 ENGINES THAT POWER THE DISTRICT'S SIKORSKY FIREHAWK HELICOPTERS
      Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

   B. Board Letter:
      APPROVAL OF TWO CONTRACTS WITH HELICOPTER SUPPORT INC., DBA SIKORSKY COMMERCIAL, INC. FOR SERVICES AND PARTS FOR SIKORSKY S-70 FIREHAWK HELICOPTERS
      Speaker(s): Theresa Barrera and Jon O'Brien (Fire)

   C. Board Letter:
      APPROVAL OF A CONTRACT WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER
      Speaker(s): Theresa Barrera and Jon O'Brien (Fire)
4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:
   APPROVE LAW ENFORCEMENT SERVICES AGREEMENT WITH SOUTHERN
   CALIFORNIA REGIONAL RAIL AUTHORITY
   Speaker(s): Rubin Macias and Bryan Aguilera (Sheriff’s)

B. Board Letter: Continued from 6/8 CAR Agenda
   GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT BY
   AND BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COMMUNITY
   COLLEGE DISTRICT
   Speaker(s): Keith Ho and John Gannon (Sheriff’s)

C. Board Letter:
   ACCEPT 2021 URBAN AREA SECURITY INITIATIVE GRANT FUNDS
   Speaker(s): Jimmy Nguyen (CEO)

D. Board Letter:
   PROBATION DEPARTMENT – BARRY J. NIDORF JUVENILE HALL CCTV
   PROJECT – CATEGORICAL EXEMPTION – ESTABLISH AND APPROVE CAPTIAL
   PROJECT NO 87565 – APPROVE APPROPRIATION ADJUSTMENT – APPROVE
   PROJECT BUDGET
   Speaker(s): Kenneth Nakahara and Thomas DeSantis (ISD), Robert Smythe
   (Probation) and Matthew Diaz (CEO)

E. Board Briefing:
   CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING
   Speaker(s): Brian Williams (COC)

F. Board Briefing:
   JAIL CLOSURE IMPLEMENTATION TEAM (JCIT) – SECOND QUARTERLY
   REPORT
   Speaker(s): Gina Eachus (CEO - JCIT)

G. Board Briefing:
   PUBLIC SAFETY DEPARTMENTS FINAL CHANGES BUDGET BRIEFING
   Speaker(s): Rene Phillips and staff (CEO)

5. PUBLIC COMMENTS

6. ADJOURNMENT

UPCOMING ITEMS:

A. NONE
IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV
<table>
<thead>
<tr>
<th>CLUSTER AGENDA REVIEW DATE</th>
<th>6/15/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOARD MEETING DATE</td>
<td>6/28/2022</td>
</tr>
<tr>
<td>SUPERVISORIAL DISTRICT AFFECTED</td>
<td>All</td>
</tr>
<tr>
<td>DEPARTMENT(S)</td>
<td>FIRE</td>
</tr>
<tr>
<td>SUBJECT</td>
<td>Approval of a Sole Source contract with General Electric Company (GE) for Original Equipment Manufacturer (OEM) parts and technical publications for GE T700 engines that power the District’s Sikorsky (Firehawks) helicopters.</td>
</tr>
<tr>
<td>PROGRAM</td>
<td>N/A</td>
</tr>
<tr>
<td>AUTHORIZES DELEGATED AUTHORITY TO DEPT</td>
<td>Yes</td>
</tr>
<tr>
<td>SOLE SOURCE CONTRACT</td>
<td>No</td>
</tr>
<tr>
<td>If Yes, please explain why: GE is the OEM for engine parts, tools, and technical publications for the District’s Firehawk engines.</td>
<td></td>
</tr>
<tr>
<td>DEADLINES/ TIME CONSTRAINTS</td>
<td>Contract must commence on July 1, 2022 to avoid interruption of services.</td>
</tr>
<tr>
<td>COST &amp; FUNDING</td>
<td>Total cost: $12,203,007</td>
</tr>
<tr>
<td>Funding source:</td>
<td>The District, as a Special District, is funded independent of the County General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.</td>
</tr>
<tr>
<td></td>
<td>The District’s Fiscal Year 2022-23 Adopted Budget will include sufficient funding to cover the District’s annual projected expenditures. The District will allocate up to $12,203,007 across the maximum contract term of ten years to obtain the required engine parts, tools and technical publications.</td>
</tr>
<tr>
<td></td>
<td>There is no impact to net County cost.</td>
</tr>
<tr>
<td>TERMS (if applicable):</td>
<td>Ten years</td>
</tr>
<tr>
<td>Explanation:</td>
<td>The maximum contract sum represents the total contract costs based on the District’s annual projected expenditures, plus an additional ten percent annual contingency for any as-needed, unforeseen or emergent expenditures.</td>
</tr>
<tr>
<td>PURPOSE OF REQUEST</td>
<td>Approval of the recommended actions will allow the District to continue to adequately service and maintain the engines of its Firehawks.</td>
</tr>
<tr>
<td>BACKGROUND</td>
<td>GE is the OEM for engine parts, tools, and technical publications for the District’s Firehawk engines. Through its “TrueChoice™” program GE will provide replacement parts for the District’s Firehawk engines and will establish a yearly fixed operating cost for parts and components. The proposed contract provides several advantages to the District, for example, the annual cost for parts will be a standardized cost with no spikes for major repairs. The Firehawks serve a critical role in fire suppression,</td>
</tr>
</tbody>
</table>
disaster response and recovery, and emergency medical response throughout Los Angeles County.

<table>
<thead>
<tr>
<th>EQUITY INDEX OR LENS WAS UTILIZED</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please explain how:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please state which one(s) and explain how:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| DEPARTMENTAL CONTACTS                   | Name, Title, Phone # & Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – Theresa.Barrera@fire.lacounty.gov |
June 28, 2022

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 A SOLE SOURCE CONTRACT WITH GENERAL ELECTRIC COMPANY (GE) FOR ORIGINAL EQUIPMENT MANUFACTURER PARTS AND TECHNICAL PUBLICATIONS FOR GE T700 ENGINES THAT POWER THE DISTRICT’S SIKORSKY FIREHAWK HELICOPTERS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a sole source contract with General Electric Company (GE), acting through its GE Aviation business unit. Under this contract, GE will provide all Original Equipment Manufacturer (OEM) parts, tools, technical publications, and support for the District’s Sikorsky S-70 Firehawk Helicopter engines directly to the District.

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 a substantially similar sole source contract for parts acquisition and consignment as the attached sample contract (Attachment A), which has been approved as to form by County Counsel. The contract shall commence on July 1, 2022.

2. Authorize the maximum contract sum of $12,203,007 for a maximum contract term of ten years. The maximum contract sum represents the total contract costs based on the District’s annual projected expenditures, plus an additional ten percent annual contingency for any as-needed, unforeseen or emergent expenditures.
3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary and in accordance with the approved contracts’ terms and conditions and with County Counsel approval as to form.

4. Find that this contracts is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

GE is the OEM for engine parts, tools, and technical publications for the District’s Firehawk engines. Through its "TrueChoice™" program GE will provide replacement parts for the District’s Firehawk engines and will establish a yearly fixed operating cost for parts and components. The District will be billed based on the number of flight hours flown by the Firehawks at a fixed rate per flight hour, with a minimum number of flight hours per aircraft, per year. The proposed contract provides several advantages to the District, for example, the annual cost for parts will be a standardized cost with no spikes for major repairs. Furthermore, GE will place an inventory of engine parts at the District’s heliport and will guarantee delivery of replacement parts to minimize any Firehawk helicopter downtime. The District does not possess a significant parts inventory; therefore, utilization of the consigned inventory is crucial for mitigating aircraft downtime.

The Firehawks serve a critical role in fire suppression, disaster response and recovery, and emergency medical response throughout Los Angeles County. The recommended actions will enable the District to continue to obtain parts and as-needed maintenance and repair services required for flight readiness of the District’s Firehawks. These services are essential to ensure that the District’s Firehawks are immediately available for emergency responses, which will allow the District to continue to provide essential services throughout Los Angeles County.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County’s Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independent of the County General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District’s Fiscal Year 2022-23 Adopted Budget will include sufficient funding to cover the District’s annual projected expenditures. The District will allocate up to $12,203,007 across the maximum contract term of ten years to obtain the required engine parts, tools and technical publications.
There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District currently obtains engine parts and components from Helicopter Support Inc. (HSI) dba Sikorsky Commercial Inc. through Board approved contract number 78641. HSI has agreed to discontinue providing engine parts to the District after June 30, 2022. HSI will continue to provide the District with all other parts and services not related to engines.

The contract’s terms and conditions were negotiated by the District with assistance from the Chief Executive Office (CEO) Risk Management Branch and County Counsel and the contract has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On March 25, 2022, the District notified your Board of its intent to enter into negotiations with GE for a new sole source contract, pursuant to Board of Supervisors’ policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by the CEO and is attached (Attachment B). The District and GE completed contract negotiations and agreed to the terms and conditions as described in the Contract. The parties agreed to several revisions to the standard County provisions, with concurrence from CEO Risk Management and County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District to continue to adequately service and maintain the engines of its Firehawks. Award of this contract will not result in the displacement of any County employees and the proposed contract will not result in a reduction of current services.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Santana@fire.lacounty.gov
The District’s contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

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

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

GENERAL ELECTRIC COMPANY

FOR

TRUECHOICE™ ENGINE SERVICES
<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td>........................................................................................................</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>APPLICABLE DOCUMENTS ....................................................................</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>DEFINITIONS .................................................................................</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>WORK ...........................................................................................</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>TERM OF CONTRACT ..........................................................................</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>CONTRACT SUM ..............................................................................</td>
<td>9</td>
</tr>
<tr>
<td>6</td>
<td>ADMINISTRATION OF CONTRACT- DISTRICT .......................................</td>
<td>15</td>
</tr>
<tr>
<td>7</td>
<td>ADMINISTRATION OF CONTRACT-CONTRACTOR ....................................</td>
<td>16</td>
</tr>
<tr>
<td>8</td>
<td>STANDARD TERMS AND CONDITIONS ..................................................</td>
<td>14</td>
</tr>
<tr>
<td>9</td>
<td>UNIQUE TERMS AND CONDITIONS .....................................................</td>
<td>55</td>
</tr>
<tr>
<td>10</td>
<td>TRUECHOICE™ ..............................................................................</td>
<td>59</td>
</tr>
<tr>
<td>SIGNATURES</td>
<td>........................................................................................................</td>
<td>70</td>
</tr>
</tbody>
</table>
STANDARD EXHIBITS

A  Confidential Exhibit
B  Covered Equipment
C  Intentionally Omitted
D  Contractor’s EEO Certification
E  District’s Administration
F  Contractor’s Administration
G  Covid-19 Vaccination Certification of Compliance
H  Contractor Acknowledgement and Confidentiality Agreement
I  Jury Service Ordinance
J  Safely Surrendered Baby Law
This Contract ("Contract") made and entered into this 1st day of July 2022 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District,” and General Electric Company, acting through its GE Aviation business unit, hereinafter referred to as “Contractor.” Contractor has locations at 1 Neumann Way, Cincinnati, OH 45215 USA and at 1000 Western Avenue, Lynn, MA, 01910 USA.

RECITALS

WHEREAS, the District may contract with private businesses for helicopter engine maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing helicopter engine maintenance Services; and

WHEREAS, the District is authorized under Health and Safety Code Section 13861 to contract for services; and

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

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

Standard Exhibits:

1.1 Exhibit A - Confidential Exhibit
1.2 Exhibit B - Covered Equipment
1.3 Exhibit C - Intentionally Omitted
1.4 Exhibit D - Contractor's EEO Certification
1.5 Exhibit E - District's Administration
1.6 Exhibit F - Contractor's Administration
1.7 Exhibit G - Covid-19 Vaccination Certification of Compliance
1.8 Exhibit H - Contractor Acknowledgement and Confidentiality Agreement
1.9 Exhibit I - Jury Service Ordinance
1.10 Exhibit J - Safely Surrendered Baby Law

2 DEFINITIONS

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

2.1 Aircraft Accident: An occurrence caused by the operation of an aircraft, and in which any person suffers a fatal injury or serious injury as a result of being in or upon the aircraft or by direct contact with the aircraft or anything attached to the aircraft, or in which the aircraft receives substantial damage or a third party’s property is damaged in any way.
2.2 **Aircraft Incident**: An occurrence, other than an Aircraft Accident, caused by or associated with the operation of an aircraft that affects or could affect the safety of operations and that is investigated and reported.

2.3 **Airworthiness Directive or “AD”**: A document issued by the Approved Aviation Authority having jurisdiction over the Engines, identifying an unsafe condition relating to such Engines and, as appropriate, prescribing inspections and the conditions and limitations, if any, under which the Engines may continue to operate.

2.4 **Approved Aviation Authority or “AAA”**: As applicable, the Federal Aviation Administration of the United States (“FAA”), or, as identified by District and agreed in writing by Contractor, the European Aviation Safety Authority (“EASA”) or such other equivalent foreign aviation authority having jurisdiction over the performance of Services provided hereunder.

2.5 **Base Year**: The calendar year in which the Base Price is applicable and which is the baseline year used for economic adjustments.

2.6 **Beyond Economic Repair or “BER”**: The cost to restore Equipment to the requirements of the Repair Specification, when calculated on a Supplemental Work basis, exceeds a percent of the fair market value of a comparable item of Serviceable Equipment, as agreed to between the Parties.

2.7 **Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.8 **Contract**: This Contract executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.9 **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.

2.10 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.

2.11 **County**: The County of Los Angeles, a political subdivision of the State of California.
2.12 **Current:** As of the time of the applicable Service or determination.

2.13 **Intentionally omitted.**

2.14 **Day:** Calendar day unless expressly stated otherwise in writing. If performance is due on a recognized public holiday, performance will be postponed until the next business day.

2.15 **District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.

2.16 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.

2.17 **District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.

2.18 **Engine:** Each bare engine assembly, which is the subject of this Contract and identified in Exhibit B, including its essential LRU’s, controls, accessories and parts as described in the engine manufacturer's specification manuals.

2.19 **Engine Flight Hour (EFH):** Each full hour logged by an Engine from the time the aircraft leaves the ground until it touches the ground at the end of the flight.

2.20 **Engine Manual:** Any applicable manual published by Contractor and approved by the relevant airworthiness authority for maintaining and servicing of the Engine such that the Engine is Serviceable, including the applicable Operating Instruction Manual, Engine Maintenance Manual (MM), Shop Manual (SM) and Illustrated Parts Catalog (IPC).

2.21 **Equipment:** An individual or collective reference, in the proper context, to Engines, Engine modules, Engine assemblies and sub-assemblies, Engine mounted controls and accessories, LRU’s, and components and parts of any of the foregoing.

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

2.23 **Foreign Object Damage or "FOD":** Damage to any portion of the Engine caused by impact with or ingestion of a non-Engine object such as birds, stones, hail, ice, vehicles, tools or debris. FOD may be further classified as a "Major FOD," which means FOD that causes an out of limit condition per the Aircraft Maintenance Manual, and which, either immediately or over time, requires the Engine to be removed from service or prevents the reinstallation of the Engine.
2.24 **Contractor Spare Engine**: An Engine bailed to District by Contractor under this Contract to support District or Operator operations in the event off wing Engine maintenance of a District Engine.

2.25 **Induction**: The date work commences on the Equipment at the Designated Repair Station (DRS) when all of the following have taken place: (i) Contract's receipt of the Equipment and required data (ii) Parties’ approval of the Workscope (iii) Parties’ agreement on use of the Customer Furnished Equipment; and (iv) receiving inspection (including pre-testing if needed).

2.26 **Life Limited Part or "LLP"**: A part with a limitation on use established by the OEM or the AAA, stated in cumulative EFH or cycles.

2.27 **Line Replaceable Unit or “LRU”**: An Engine Component that may normally be removed and replaced with the Engine on-wing as part of aircraft engine maintenance activities. Examples of Line Replaceable Units are: Fuel Metering Unit (FMU) Electrical Harnesses; Electrical Engine Control Unit (EECU); Alternator Rotor and Stator Chip; Detector Lube and Scavenge Pump; T4.5 Thermocouple Harness; Fuel Boost Pump; Inlet Particle Separator Blower; Ignition Exciter; Radial Drive Shaft; Fuel Injectors; Oil Cooler; Anti-Ice Start Bleed Valve; VG Linkage Assembly; Accessory Gear Box; Matched GGT Rotor and Stator; Igniter.

2.28 **Maintenance Manual**: An Engine Manual defining the maintenance required to maintain airworthiness including inspections, test, repair and or replacement of Parts or Modules. Included in this manual are life limitations on Life Limited Parts. This Manual is the manual that defines Flight Line Maintenance.

2.29 **OEM**: The original manufacturer of an item of Equipment.

2.30 **On-Aircraft Engine Maintenance**: Maintenance actions, which may be accomplished with the engine installed in the aircraft or off the Aircraft at an operator’s maintenance facility.

2.31 **Operator**: Any company, company representative or person performing flight operations with the aircraft or Engines specified in and covered by this Contract.

2.32 **Overtime**: All labor hours charged on a basis other than Straight Time.

2.33 **Performance Restoration**: The Services performed during an Engine shop visit in which, at a minimum, the compressor, combustor and high-pressure turbine are exposed and subsequently refurbished, consistent with the Maintenance Manual, Shop Manual and Workscope.
2.34 **Program Entry Shop Visit or “PESV”:** A Repair Station visit during which the initial Performance Restoration is performed on an Engine on a Supplemental Work basis. The purpose of the PESV is to qualify such Engine for the TrueChoice™ fixed-rate pricing for subsequent shop visits.

2.35 **Redelivery:** The shipment of Serviceable Equipment with legally required certifications, FCA, International Chamber of Commerce, INCOTERMS 2020, at the DRS, whereby District fulfills the obligations of buyer and Contractor fulfills the obligations of seller. "Redeliver" means the act by which Contractor completes Redelivery.

2.36 **Removal Schedule or “RS”:** The schedule, if any, jointly developed by Contractor and District for Engine removals for Services or Engine removal from operation.

2.37 **Repair Station or “DRS”:** One or more of the repair facilities owned by Contractor or its affiliates or a Contractor designated third party facility, now or in the future, which are approved by Contractor to perform the applicable Service hereunder.

2.38 **Repairable:** Capable of being made Serviceable.

2.39 **Rotable Part:** A new or used Serviceable part drawn from a common pool of parts used to support one or more customers. A Rotable Part replaces a like part removed from an Engine when such removed part requires repair.

2.40 **Service(s) or TrueChoice™ Services:** With respect to any item of Equipment, all or any part of those maintenance, repair and overhaul services under this Contract and the furnishing of parts, materials, labor, facilities, tooling, painting, plating and testing in connection therewith. “Serviced” will be construed accordingly.

2.41 **Service Bulletin or "SB":** The document issued and identified as a Service Bulletin by an OEM to notify the operator of modifications, substitution of parts, special inspections, special checks, amendment of existing life limits or establishment of first time life limits, or conversion of an Engine from one model to another.

2.42 **Serviceable:** Meeting all OEM and AAA specified standards for airworthiness.

2.43 **Shop Manual:** The Engine Manual, if any, that defines the maintenance required beyond the maintenance defined in the Maintenance Manual.

2.44 **Intentionally Omitted.**
2.45 **Straight Time:** The labor hours charged during an employee’s regular workday that are not subject to Overtime compensation in accordance with the applicable law, a collective bargaining agreement or the recognized practice at the relevant Contractor Repair Station.

2.46 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.47 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of contractor’s performance of this Contract, at any tier, under oral or written agreement.

2.48 **Supplemental Work:** Any Service provided hereunder that is not covered under the TrueChoice™ Program. All Supplemental Work shall be at District's expense, and priced in a separate quotation.

2.49 **Supplemental Work Shop Visit:** A visit (scheduled or unscheduled) to a Contractor facility during Supplemental Work is performed.

2.50 **Termination:** The ending of this Contract before the expiration of the Initial Term or extension thereof.

2.51 **Unserviceable:** Not meeting all OEM and AAA specified standards for airworthiness.

2.52 **Workscope:** The document written and approved by Contractor describing the prescribed repair or approach to repair of Equipment to meet the requirements of the applicable Maintenance Manual, Shop Manual and other Contractor procedures approved by the appropriate AAA.

### 3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the District.

### 4 TERM OF CONTRACT

4.1 The term of this Contract shall be **ten (10)** years commencing on July 1, 2022 and after approval by County’s Board of Supervisors, and
execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

4.3 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District’s Administration.

5 MAXIMUM CONTRACT SUM

5.1 The amount the District shall expend from its own funds during the Contract’s entire term for TrueChoice™ Services shall not exceed $12,203,007.

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

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth herein, but in any event, not in excess of the Maximum Contract Sum.

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

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E, District’s Administration.

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District’s property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified
herein. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor’s payments shall be as provided herein and in Exhibit A, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor’s invoices shall be priced in accordance with Exhibit A.

5.5.3 The Contractor’s invoices shall contain the information set forth herein describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.

5.5.5 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

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

   Brian Martin, District Project Director Email: Brian.Martin@fire.lacounty.gov;
Or as updated in Exhibit E.

   for review and approval of all invoices; and

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

The Contractor’s invoices shall include the following:

- Contract Number
- Date(s) of Service
- Information required under Section 5.5.5.2 below
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
• Brief description of services.
• Signature of authorized District employee. Contractor’s failure to obtain the signature of District employee authorizing the work may result in a delay of payment.

5.5.5.1 All payments under this Agreement will be made in United States Dollars, immediately available for use, without any right of set-off or deduction, via wire transfer by District to the account identified on Contractor's invoice.

5.5.5.2 On a monthly basis, District will, by the fifth (5th) of each month, determine the EFH that each Engine has flown for the preceding month, and report that amount by Engine serial number to Contractor in a form acceptable to Contractor. Contractor will, by the fifteenth (15th) of the same month, render an invoice to District covering the preceding month’s reported EFH multiplied by the applicable TrueChoice™ Rate, as adjusted and escalated in accordance with Exhibit A-7. All payments shall be made within thirty (30) Days from the date of the District approved undisputed invoice.

5.5.5.3 The average annual EFH minimum is as stated in Exhibit A-4 through A-7. District shall compare the actual total EFH reported for its fleet during calendar year with such average annual EFH minimum. If the reported actual average annual EFH is less than the average annual EFH minimum, District shall pay Contractor the difference times the applicable adjusted and escalated TrueChoice™ rate. Payment shall be made within thirty (30) calendar days after the end of the calendar year.

5.5.5.4 Contractor will issue a final invoice for any Supplemental Work Services following Redelivery based upon quoted charges to complete the Services. District will pay such initial District approved undisputed invoices within thirty (30) Days of receipt.
5.5.5.5 Subject to Contractor’s credit and collection status for District, or in the event District’s account becomes delinquent, Contractor reserves the right to require different terms of payment or other commercially acceptable assurances of payment. Should a different term of payment be required by Contractor, Contractor shall provide 30 days advance notice of the different term and if District can cure delinquency within 30 days, the different terms shall not take effect.

5.5.5.6 Should District fail to make any payment when due, Contractor may charge for late payment at a rate equal to the one U.S. Federal Funds Rate plus five hundred (500) basis points, compounded daily on any unpaid balance commencing on the next Day after the payment due date until such time as the payment plus the late payment charges are received by Contractor. Payments will be applied to the oldest outstanding amounts in order of succession. Contractor’s obligation to provide Services may be suspended when District fails to make any payment when due. Should a late payment charge be issued, Contractor shall provide 30 days advance notice of the late payment charge amount and if District can cure the late payment within 30 days, the late payment charge shall not apply.

5.5.6 District Approval of Invoices

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

5.5.7 Supplemental Work

5.5.7.1 Any and all Services not specifically included in the TrueChoice™ Program pursuant to Section 10 below may be performed by Contractor upon request. These Services will be quoted to District by Contractor separately. Any
Supplemental Work performed will be quoted and invoiced as stated in Exhibit A-1.

5.5.7.2 Any shop visit not described in the TrueChoice™ Program, including Services provided on Non-TrueChoice™ Program Engines.

5.5.7.3 See Exhibit A-1.

5.5.7.4 See Exhibit A-1.

5.5.7.5 Maintenance services on Engine transportation stands and containers not owned by Contractor will be Supplemental Work.

5.5.7.6 Contractor will, at District's request, quote rates for on-wing Services.

5.5.7.7 In the event that District decides to Deliver an Engine or Equipment for Services against the advice and consent of Contractor's Customer Service Manager or delegate, Contractor will treat such shop visit as Supplemental Work.

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

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.7 Travel

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

6 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit E - District’s Administration. The District will notify the Contractor in writing of any change in the names or addresses shown.

6.1 District’s Project Director

The responsibilities of the District’s Project Director include:

- Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; 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 Contract be relieved, excused or limited thereby.

6.2 District’s Project Manager

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

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

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

6.3 District’s Contract Administrator

The responsibilities of the District’s Contract Administrator include:

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

• Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and

• Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of Contractor’s Administration referenced in the following paragraphs is designated in Exhibit F (Contractor’s Administration). The Contractor will notify the District in writing of any change in the names or addresses shown.

7.1 Intentionally Omitted

7.2 Contractor’s Project Manager

7.2.1 The Contractor’s Project Manager is designated in Exhibit F (Contractor’s Administration). The Contractor shall notify the District in writing of any change in the name or address of the Contractor’s Project Manager.

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

7.3 Approval of Contractor’s Staff

District has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed
changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Manager.

7.4 Contractor’s Staff Identification

Contractor shall provide, at Contractor’s expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor’s staff performing services under this Contract at District's facilities or that has access to District's confidential information or internal records, may be required by the District to undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation.

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

7.5.2 District shall 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.

7.5.3 Disqualification of any member of Contractor’s staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
7.6 Confidentiality

7.6.1 Contractor shall 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 shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, 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. Any legal defense pursuant to contractor’s indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District’s prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit H.

7.6.5 To the maximum extent permitted by applicable law or regulation and subject to the California Public Records Act or the Freedom of Information Act, District shall not publicly disclose this Contract and related records unless as required by law or by collective bargaining agreement.
8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract, as may be mutually agreed in writing by the parties. The District reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer, as may be mutually agreed in writing by the parties. To implement such changes, an Amendment to the Contract shall be executed by the contractor and by the Fire Chief or his designee.

8.1.3 The contractor agrees that any extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, 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 shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be
deductible, at District’s sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor shall provide the District with the contractor’s policy for receiving, investigating and responding to user complaints.

8.5.2.2 The District will review the contractor’s policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the District requests changes in the contractor’s policy, the contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor’s policy, the contractor shall submit
proposed changes to the District for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the District’s Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including any applicable industry standards for code of ethics and applicable provisions of the California Business and Professions Code.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, 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. Any legal defense pursuant to contractor’s indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense. County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable
relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County’s Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract to the extent applicable.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the District’s satisfaction either that the contractor is not a “contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service if the foregoing Jury Service Program provisions apply. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee’s regular pay the fees received for jury service.

2. For purposes of this paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a
County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this paragraph, if applicable. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor shall immediately notify the District if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the District’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for
a period of time consistent with the seriousness of the breach.

8.9 **Conflict of Interest**

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

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

8.10 **Intentionally Omitted**

8.11 **Intentionally Omitted**

8.12 **Contractor Responsibility and Debarment**

8.12.1 **Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.
8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

Pursuant to Chapter 2.202, et seq., of the County Code, 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 contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the County 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.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board
shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 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.

8.12.4.5 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 shall
conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

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

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor’s duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 District’s Quality Assurance Plan

The District or its agent(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

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

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

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22.1 This Contract is by and between the District and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to any injury or death to person(s) or damage to property caused by the negligence (or other tortious conduct) of contractor in the performance of this Contract, except for such loss or damage arising from the sole negligence (or other tortious conduct) of the County Indemnitees.
8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to District

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to District not less than ten (10) days prior to contractor's policy expiration dates.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, 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 dollars ($50,000), and list any District required endorsement forms.
8.24.2.4 Neither the District’s failure to obtain, nor the District’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

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

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

8.24.3 Intentionally Omitted

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor’s Insurance Shall Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract and subject to indemnification by Contractor pursuant to Section 8.23, shall be primary with respect to all other sources of coverage available to contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Intentionally Omitted

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor’s own policies, or shall provide District with each subcontractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor’s General Liability policy. Contractor shall obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.
8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: $2 million

Products/Completed Operations Aggregate: $1 million

Personal and Advertising Injury: $1 million

Each Occurrence: $1 million

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

8.25.3 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. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8.25.4 Commercial Aviation General Liability insurance with limits not less than:

- Aviation Premises/Operations - $50,000,000 each occurrence

- Aviation Products/Completed Operations - $50,000,000 each occurrence/aggregate
• Hangarkeepers Liability - $50,000,000 each aircraft/occurrence

8.25.5 Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract’s expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 Intentionally omitted.

8.26.2 If there are deficiencies in Contractor’s the performance of this Contract that the parties agree 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: 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 liquidated damages is one hundred dollars ($100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart, Statement of Work Exhibits, hereunder, and that the contractor shall be liable to the District for liquidated damages in said amount, provided that the total amount of liquidated damages shall not exceed 15% of the Monthly Contract Sum. Said amount shall be deducted from the District’s payment to the contractor.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the District cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the District’s right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the District’s right to terminate this Contract as agreed to herein.

8.27 Intentionally Omitted
8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

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

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

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

8.28.6 The contractor shall provide District representatives records that the parties mutually agree upon and necessary for the District to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the District.
8.28.7 If the District finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the contractor regarding the performance of services as stated in this Contract. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief or his designee shall resolve it.
8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

If applicable, the contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - District’s Administration and F - 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 shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.34.1 Effect of Notices. Notices will be effective and will be deemed to have been given to or received by the recipient: (A) upon delivery, if sent by courier, express mail, or delivered personally; (B) upon confirmed receipt, if sent by facsimile, e-mail or other electronic medium.

8.35 Prohibition Against Inducement or Persuasion

Each of the Contractor and the District shall use their commercially reasonable efforts to ensure that any of their respective employees who perform services under this Contract will not knowingly, and in violation of any applicable conflicts of interest law or other hiring laws, induce or persuade any employee of the other party to become an employee or agent of the first party.
8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; copies of all information obtained in connection with the District's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret,” “confidential,” or “proprietary.” The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret,” “confidential,” or “proprietary,” the contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County’s Auditor-Controller within thirty (30) days of the contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law
or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance written approval of the District. Any attempt by the contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the District’s request:

8.40.2.1 A description of the work to be performed by the subcontractor;
8.40.2.2 A draft copy of the proposed subcontract with redactions, if applicable, and justifications for redactions consistent with exemptions under the California Public Records Act and the Freedom of Information Act, which shall be subject to a meet and confer between the Parties; and

8.40.2.3 Other pertinent information and/or certifications requested by the District.

8.40.3 The contractor shall indemnify, defend, 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 the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the District’s approval of the contractor’s proposed subcontract.

8.40.5 The District’s consent to subcontract shall not waive the District’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this District right. In the event the District is considering withholding its approval of any personnel under this 8.40.5, the District shall notify the Contractor. The Parties shall cooperate in good faith to determine if such personnel should not be permitted to provide services under this Contract for incompetence, dishonesty, willful misconduct or other reasonable cause for removal.

8.40.6 The District’s Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, contractor shall forward a fully executed subcontract to the District for their files, consistent with 8.40.2.2.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District’s consent to subcontract.
8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall 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

8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

To the extent applicable to Contractor, failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Before termination can be effected, the District shall provide notice of its intent to terminate for convenience and the parties shall meet and confer within two weeks of the notice of intent to terminate. If no alternative resolution can be reached between the parties, the District may proceed with termination by providing a notice of termination. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the contractor shall:

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

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.42.4 In the event of termination of the Contract for convenience under this 8.42, the District shall pay the Contractor the amount (if any) as set forth in Exhibit A-2.

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to timely fulfill the performance requirements under this Contract, or of any material obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within twenty (20) calendar days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the District for any and all direct damages incurred by the District for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in
their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43.6 Contractor may terminate, subject to section 8.43.7, or suspend performance of all or any portion of this Contract if District:

A. fails to make any payments when due, unless cured within thirty (30) Days of such due date. Contractor shall provide thirty (30) days advance notice of its intent to terminate or suspend performance and if District can cure the late payment within thirty (30) days, the termination or suspension shall not take effect;

B. makes any agreement with creditors due to its inability to make timely payments of its debts;

C. enters into bankruptcy or liquidation, whether compulsory or voluntary;
D. becomes insolvent; or

E. becomes subject to the appointment of a receiver of the whole or material part of its assets. If such termination should occur, District will not be relieved of its payment obligation for Services rendered hereunder.

8.43.7 Either Party may terminate this Contract upon ninety (90) days written notice to the other for failure to comply with any material provision of this Contract, unless the failure will have been cured or the Party in breach has substantially effected all acts required to cure the failure prior to such ninety (90) Days.

8.43.8 Contractor may terminate this contract if the engine is subjected to operation outside the Engine Design Specifications or for other purposes other than as specified in Exhibit A-4 through A-7. Contractor shall provide ninety (90) days advance notice of its intent to terminate and if District can cure the late payment within ninety (90) days, the termination or suspension shall not take effect.

8.43.9 In the event of District's material breach of this Contract, Contractor may at its option: 1. suspend performance under this Agreement; 2. terminate this Agreement subject to section 8.43.7, and/or 3. pursue any other remedy with respect to this Agreement or the other agreements and contracts which the law permits.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Intentionally Omitted.
8.48 **Validity**

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

8.49 **Waiver**

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

8.50 **Warranty Against Contingent Fees**

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

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

8.51 **Warranty of Compliance with County’s Defaulted Property Tax Reduction Program**

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

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.
8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program

Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which District may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

If applicable, the contractor shall notify its employees, and shall 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 ten (10) days before every statewide election, every contractor and subcontractors shall 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.

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, and if applicable, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE, and 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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"),
(2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

2. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel’s testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person
with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8.60 Effect of Termination

8.60.1 In the event of termination of this Contract for any reason, District will pay Contractor, in addition to any other remedy allowable under this Agreement or applicable law, for all Services or work performed by Contractor up to the time of such termination under the applicable terms and prices of this Contract including all costs, fees, and charges incurred by Contractor in providing support and material under this Contract including Contractor Spare Engines. In addition, the following terms of the reconciliation of MCPH payments under the removal of Engines provisions will apply. Payments made under Section 5.5 shall not be refunded.

8.60.2 Upon the termination or expiration of this Contract, Contractor will complete all work in process in a diligent manner and Redeliver all Engines, parts and related documentation, provided that District (a) has paid in full all charges for all such Services and material, plus all costs and fees, incurred by
Contractor in providing support, including any Contractor Spare Engines, and (b) has returned all Contractor Spare Engines provided under this Contract

9 UNIQUE TERMS AND CONDITIONS

9.1 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles’ (“County”) data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County’s boundaries. The District must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any District data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide District with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all District data was destroyed and is unusable, unreadable, and/or undecipherable.

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. County 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 Limitation on Corporate Acts

Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.

9.4 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.

9.5 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract. 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.

9.6 Suspension

9.6.1 Contractor may be placed on suspension if Contractor is not in material 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.
9.6.2 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.

9.6.3 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.

9.6.4 The District shall review Contractor’s Corrective Action Plan, and will determine whether it meets the requirements for District’s approval. The District will meet and confer with Contractor regarding any deficiencies. The District reserves its right to exercise any remedy available under this Contract and remedies available under the law.

9.6.5 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.

9.7 Patents

If District receives a claim that any product or part thereof manufactured by Contractor, without further combination, infringes a United States patent, District shall notify Contractor promptly in writing and give Contractor all available information, assistance and exclusive authority to evaluate, defend and settle such claim. Contractor shall then at its own expense and option (i) settle such claim, or (ii) procure for District the right to use such product, or (iii) replace or modify the product to avoid infringement, or (iv) remove it and refund the purchase price (including transportation and
installation costs) less a reasonable amount of depreciation, or (v) defend against such claims. If any court of competent jurisdiction holds such product to constitute infringement, and if the use of such product is enjoined, Contractor shall take at its option one or more of the actions under (ii), (iii) or (iv) above. With respect to any product not manufactured by Contractor, the patent indemnity, if any, given by the manufacturer thereof shall apply.

The rights and obligations of the parties with respect to patents are solely and exclusively as stated herein. The obligations of Contractor set forth herein above shall not apply to products or parts manufactured by Contractor to District's direction.

THE PATENT OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT OBLIGATIONS WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED.

9.8 Taxes and Other Charges

District agrees to pay, upon demand, all taxes (including, without limitation, sales, use, excise, turnover or value added taxes), duties, fees, charges or assessments of any nature (but excluding any income taxes) (“Taxes”) assessed or levied in connection with performance of this Agreement. All payments by District to Contractor under this Agreement will be free of all withholdings of any nature whatsoever except to the extent otherwise required by law, and if any such withholding is so required, District will pay an additional amount such that after the deduction of all amounts required to be withheld, the net amount received by Contractor will equal the amount that Contractor would have received if such withholding had not been required.

9.9 LIMITATION OF LIABILITY

9.9.1 Total Liability

The total liability of Contractor for any and all claims, whether in contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, patent infringement or otherwise, for any damages arising out of, connected with or resulting from the performance or non-performance of any Service or from the manufacture, sale, Redelivery, resale, repair, overhaul, replacement or use of the Engine or any item or part thereof, will not exceed the total value of this contract based upon the minimum number of flight hours per engine. Notwithstanding the foregoing, in no event will Contractor have any liability hereunder, whether as a result of breach
of contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, or otherwise, for any special, consequential, incidental, resultant or indirect damages, (including, without limitation, loss of: use, profit, revenue or goodwill) or punitive or exemplary damages.

9.9.2 In no event will Contractor have any liability hereunder, whether as a result of breach of contract, warranty, tort (including negligence), product liability, patent liability, or otherwise, for the design, material, workmanship, engineering defects or product liability and any damages whatsoever, including damages to personal property and for personal injury or death, caused in any way by the manufacturer of an Engine, or the parts, LRU’s, components or material, thereof, or related thereto.

9.9.3 In the event District uses non-GE parts or non-GE approved LRU’s, parts or repairs in an Engine and such LRU’s, parts or repairs cause personal injury, death or property damage to third parties, District shall indemnify and hold harmless Contractor from all claims and liabilities associated therewith. The preceding indemnity shall apply whether or not Contractor was provided a right under this Agreement to remove such LRU’s, parts or repairs, and irrespective of the exercise by Contractor of such right.

9.9.4 Definition

For the purpose of Section 9.9, the term "Contractor" is deemed to include GE and its parent and affiliated companies, the subcontractors and suppliers of any Services furnished hereunder, and the directors, officers, employees, agents and representatives of each.

9.9.5 Section 9.0 does not apply to or limit the Indemnification terms under Section 8.23.

10 TrueChoice™

10.1 Scope

10.1.1 Section 10 covers support for District’s T700-701C&D engines ("Engines") being operated in District's S70 and S70i helicopter(s) in support of the missions as identified in Exhibit A-6. Contractor agrees to provide Service(s) to restore Equipment to Serviceable condition in accordance
with the Maintenance Manual, the Shop Manual, the Workscope and the terms of this Agreement.

10.1.2 District's Engines covered under Section 10 as of the Effective Date are identified in Exhibit B, which may be amended from time to time to incorporate addition or removal of Engines from the SOW by mutual agreement. Contractor has the right to adjust the MCPH Rate for additions or removals of Engines.

10.2 TrueChoice™ Program

10.2.1 The TrueChoice™ Program (“TrueChoice™ Program” or “Program”) is a comprehensive engine maintenance program under which Services are performed by Contractor on Equipment on a rate per Engine Flight Hour (EFH) basis. District Price and Scope of Services are as per Exhibit A-4 and A-5.

10.2.2 Program Engines that require maintenance that cannot be performed on-wing (as confirmed by Contractor's Designated District Service Representative or his/her delegate) will be eligible for Services on a TrueChoice™ basis (an "MCPH Shop Visit"), if the shop visit is necessary to correct a known deficiency or performance deterioration which has created an Unserviceable condition or to comply with an AD if such AD mandates compliance prior to the next scheduled shop visit per the Removal Schedule.

10.2.3 Program Manager and Engineering Support

10.2.3.1 Contractor shall assign a Program Manager who will:

1. Be the point of contact for District with respect to Services.

2. Develop with District, on a monthly basis, a Removal Schedule (“RS”) to forecast Delivery for Engines for Services. The RS will identify by serial number the Engine(s) to be removed during the following six (6) month period, the anticipated reason for removal of each and the schedule for Delivery.

10.2.3.2 Contractor shall provide the following engineering support services:
1. Notify District of any deviations from the configuration specification of Engines Delivered for Service, and request resolution of same.

2. Provide an Engine findings report (which may include photographs), identifying damage detected and repair(s) accomplished.

10.2.4 GE Spare Engine(s)

10.2.4.1 See Exhibit -3

10.2.4.2 The GE Spare Engine(s), if applicable, will be bailed to District from a Contractor-designated centralized location on a first-come, first-served basis to support District or Operator operations, in the event off wing Engine maintenance in excess of 24 hours is required.

10.2.4.3 Delivery of the Bailed Property shall be Free Carrier (FCA), Contractor's facility USA (Contractor nominated freight forwarder at Contractor's facility and cleared for export), as defined in “Incoterms 2020.” Delivery can be scheduled to occur upon mutual agreement by both Parties. Upon request, District shall, prior to Delivery, provide Contractor with evidence of adequate insurance covering the loaned Engine from loss, damage and destruction in the amount specified by Contractor. District shall be responsible for obtaining and maintaining Import License, Exchange Permit or any other required government authorization. Contractor and District shall assist each other in every manner reasonably possible in securing such authorizations as may be required. District agrees to comply with all applicable U.S. export control laws and regulations.

10.2.4.4 District shall assume all risk of damage to, or loss of, bailed Contractor Spare Engine from time of delivery until it is returned to Contractor's designated facility. Title to bailed Contractor Spare Engine(s) shall remain with Contractor or Contractor's lessor and District shall have no rights in and to bailed GE Spare Engine(s), except as expressly provided herein. District agrees not to sell, assign or mortgage said
bailed GE Spare Engine(s) or permit it to become subject to any legal process and will not remove, obliterate or make less obvious any identifying tags or other markings placed on the bailed GE Spare Engine(s) by Contractor. District further agrees at District's expense to execute and file whatever documents Contractor deems necessary in Contractor's judgment to protect Contractor's interest in the bailed GE Spare Engine(s).

10.2.4.5 District agrees to keep the bailed Engine(s) free from all liens and encumbrances, and to do nothing to prejudice such title, and, in connection therewith, shall at its own cost and expense cause this Agreement and any amendments thereto to be duly recorded as required by all local, state and federal laws and regulations, and District shall provide Contractor of proof of such recording. Title to all materials and parts which Contractor may furnish shall remain with Contractor whether or not such materials and parts may be incorporated into or attached to the bailed Engine(s).

10.2.4.6 District agrees to pay all taxes and/or other charges, duties, or fees otherwise levied or assessed with respect to the bailed GE Spare Engine(s) or as a result of this Agreement, including but not limited to any such taxes and/or other charges, duties or fees levied or assessed against Contractor.

10.2.4.7 Contractor provides no warranty with respect to the bailed GE Spare Engine(s). The bailed GE Spare Engine(s) is provided to District under this Agreement in “as is” condition.

10.2.4.8 Upon Contractor's request, District shall notify the Designated Logistics Provider to arrange for shipment of the GE Spare Engine for return to GE, Delivered At Place ("DAP") (DRS or Contractor named facility) INCOTERMS 2020.

10.3 Delivery

10.3.1 Work will be performed at a Contractor approved Designated Repair Station (“DRS”). Contractor reserves
the right at any time to change the DRS. All Equipment to be Serviced will be Delivered by District to Contractor. District will ensure that Equipment will be shipped to a DRS within five (5) days following removal from the aircraft and receipt by District from GE or the Designated Logistics Provider of appropriate documentation required for shipment. Shipment of all Equipment shall be handled by the Designated Logistics Provider. The arrival of Equipment together with all applicable records and required data will be Delivered At Place ("DAP"), International Chamber of Commerce, INCOTERMS 2020, at the DRS, whereby the District fulfills the obligations of seller and Contractor fulfills the obligations of buyer. "Deliver" will mean the act by which the Designated Logistics Provider accomplishes Delivery on behalf of the District. The Designated Logistics Provider shall be responsible for bearing the cost of transportation to the DRS.

10.3.2 District is obligated for all packaging, labeling and associated documentation of the Equipment at Delivery, in accordance with the International Civil Aviation Organizations (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and if the Equipment is to be transported over the United States of America, the US Department of Transport Regulations 49 CFR 171-180. If required by applicable law or regulations, District will further provide a material safety data sheet to Contractor at Delivery of the Equipment indicating any substances contained within the Equipment to be consigned. District will indemnify, defend and hold harmless Contractor from all or any claims, liabilities, damages, judgments, costs, penalties, fines or any punitive damages imposed, alleged, or assessed by any third party against Contractor and caused by and to the extent of District's non-compliance with this Article 6.1 B.

10.3.3 Upon Delivery, Contractor will notify District of any (A) components or LRUs missing from Engines, and (B) parts found to have been damaged during transportation of the Engine. Contractor will replace such missing or damaged items at District's expense as Supplemental Work, unless District notifies Contractor in writing within two (2) business days of receiving Contractor's notice that District wishes to furnish such missing or damaged items within a period of time specified by Contractor.
10.3.4 No later than the time of Delivery of the Engine to Contractor's designated repair facility, District shall provide to Contractor all information and records necessary for Contractor to establish the nature and extent of the Services required to be performed on the Engine and to perform such Services. Such information and records include, but are not limited to:

1. The cause of Engine removal (reason for this shop visit);
2. Applicable Engine log books;
3. Engine on-wing performance data shall be provided in accordance with Section 7.1 item N below; and
4. Current Engine Time Since New (TSN) and Cycles Since New (CSN) (if applicable), for all Modules, as required in Engine log book.

10.3.5 District's failure to furnish necessary information and records shall result in a delay in induction of the Engine for Service and Contractor's obligations shall be suspended on a day for day basis for that shop visit, and may necessitate premature LLP replacement as described below, at District's expense. However, prior to replacing such LLP, Contractor will first advise District that certain records are missing and allow District five (5) working days to acknowledge and forward such records to Contractor.

10.3.6 Redelivery

10.3.6.1 District shall provide all shipping stands, shipping containers, mounting adapters, inlet plugs and covers, required to package Equipment for Redelivery.

10.3.6.2 Contractor will prepare and package Equipment in shipping stands or containers which District has provided for Redelivery in accordance with Contractor's standard commercial practice. After completion of Services, Contractor or the Designated Logistics Provider will Redeliver the Engine to District. In the event Redelivery of an Engine cannot occur due to any act or failure to act of District, Contractor may place such Engine into storage, at District's expense. Costs for Engine installation into District aircraft, or any incidents associated with such activity, shall be borne by District. In such event, Contractor will
notify District of such storage, Contractor's Redelivery obligations will be deemed fulfilled, all risk of loss or damage to the Equipment will thereupon pass to District, and any amounts payable to Contractor upon Redelivery will be payable upon presentation of Contractor's invoice. District will reimburse Contractor for all expenses incurred by Contractor, such as, but not limited to, preparation for and placement into storage, handling, inspections, preservation and insurance of the Equipment. Upon payment of all amounts due hereunder, Contractor will assist and cooperate with District in the removal of Equipment placed in storage.

10.3.6.3 Contractor will prepare and provide to District a records package in connection with Services performed on the Engine, and Contractor shall retain a copy of such records. At Redelivery, such records shall include:

1. Updated Engine Log Book to reflect Part replacement and any additional life cycles accumulated during engine test;
2. Serviceable tag for Serviceable Equipment;
3. Original records and related documentation furnished by District; and
4. Other records in compliance with applicable AAA regulations.

10.3.7 Transportation

The Designated Logistics Provider will pay all transportation charges incident to the District's obligations for the shipping of spare parts, Engines, GE Spare Engines, Modules and or LRUs for Repair, and any Supplemental Work.

10.3.8 District warrants and agrees that District's title to the Engines and Parts exchanged is free and clear of all liens and encumbrances and that it shall deliver to Contractor such documents as may be necessary to transfer title and release any liens or encumbrances affecting said Engines or Parts. District shall obtain consent, if District's interest or the Engine or Parts are subject to liens or encumbrances, from such owner or
lien holder in a form reasonably agreeable to the Parties.

10.3.9 Contractor furnished parts and material (including LRU’s) incorporated into an Engine will be deemed to have been sold to District and title to such parts and material or LRU’s will pass to District upon incorporation into such Engine. Risk of loss or damage to such parts and material will pass to District upon Redelivery of the Engine. District hereby agrees that title to and risk of loss of any parts removed from the Engine that are replaced by other parts (including Repairable parts and LRU’s) will pass to Contractor upon incorporation of replacement parts or LRU’s into the Engine.

10.4 District Responsibilities

District will be obligated under this Contract to:

10.4.1 Establish a process to ensure excessive spare parts, in excess of the lay in quantities, are not requested. If, after review of the engine(s)’ history, District considers the increased quantities are justified, District shall purchase the additional parts, at the then commercial catalogue price.

10.4.2 District shall deliver all non-TrueChoice™ Program Engines to the DRS for a PESV. All non-OEM approved parts or repairs will be removed at District expense prior to entry into the TrueChoice™ Program.

10.4.3 Designate in writing one (1) or more District representatives. The representative for District is:

Dennis Blumenthal
Chief, Helicopter Maintenance
LA County Fire Department
T: 818-890-5777

10.4.4 Provide to Contractor a forecast of operational and maintenance program schedules, fleet operational status, Engine/aircraft flight hours and cycles, scheduled Engine or Engine module removals, Engine sale or return, and any other relevant information to allow the Parties to formulate an RS. The forecast will be provided to Contractor in a mutually agreeable
format quarterly on a rolling annual basis unless the Parties agree otherwise.

10.4.5 Perform all Flight Line Maintenance and On-Aircraft Engine Maintenance using Contractor furnished Parts, including scheduled inspections, troubleshooting and LRU replacements on installed Engines as set forth in the applicable Maintenance Manual, Service Bulletins and other instructions that may be issued by Contractor.

10.4.6 With Contractor's assistance, determine whether any Engine requires off-wing repairs prior to its removal from the aircraft, as described in the Maintenance Manual. If during the course of troubleshooting, an LRU is removed and such LRU is found not to be the cause of the Engine malfunction, District shall deem the Component as Serviceable and identify the Component with the appropriate airworthiness identification Serviceable tag and return it to Contractor, Contractor's designated facility, or authorized distributor.

10.4.7 Assure that any requested repair of an Engine; accessory or component that is covered under a third-party warranty that is not assigned to Contractor will be performed directly by that person at no expense to Contractor. Notwithstanding the above, Contractor may accept a purchase order for the time and material repair of a warranted item from District or the person giving the warranty.

10.4.8 Provide adequate office space, parking, telephone, facsimile and computer equipment for the Contractor representative(s), if assigned to or when working at the District's facility.

10.4.9 Undertake all activities, including procurement of all tooling, maintenance stands, transportation dollies and Quick Engine Change (QEC) Consumables necessary for Engine removal from District's aircraft and Engine installation to District's aircraft, On-Aircraft Maintenance and Engine Module changes off the aircraft.

10.4.10 Warrant that all Engine Flight Hours, life cycles recorded and reported to Contractor are correct and
that all known or suspected abuse or damage to the Equipment covered by this Agreement including GE Spare Engines, if applicable, will be reported to Contractor.

10.4.11 Incorporate aircraft modifications that impact Engine time on wing as described in aircraft SB’s as mutually determined by Contractor and District. Such mutual determination shall be the result of good faith discussions between the parties.

10.4.12 With the aid of Contractor, develop an automated method to transfer operational and maintenance data from in-flight data acquisition systems (such as HUMS or ACARS) and/or ground based computer systems by which the parties may evaluate technologies necessary to streamline the automated process of data transfer. District shall pay for the dedicated link to the site designated by Contractor. If such systems are not available, Contractor will work with District to establish an alternate electronic means of providing this data.

10.4.13 District agrees that Contractor may install and/or incorporate new technology, Service Bulletins, and/or OEM-approved repairs and parts in District's Engines which enhance Engine reliability or performance.

10.4.14 District shall provide Continuous Engine Operational Data (CEOD) to Contractor on a monthly basis, or as requested by Contractor, for all Engines and associated aircraft. Any CEOD may be used by Contractor, its parent companies and affiliates for internal purposes including (1) technical fleet and engine analysis and (2) development of and improvements to Contractor products and services, provided that the parent companies and affiliates of Contractor are subject to confidentiality obligations substantially similar to those specified in this Article. Any Derivative Data generated by Contractor is and will remain the property of Contractor.

10.5 Spare Parts
10.5.1 District is responsible for purchasing an adequate spare parts lay-in, on-site, both consumable and repairable, to prevent AOG and to minimize maintenance turnaround times. Upon request, Contractor can provide a quote of its recommended initial provisioning list.

10.5.2 District will maintain the range and quantity of parts in the on-site lay-in. Before requesting replenishment consumable spare parts, District will ensure the quantity of material requested will not result in on-site material in excess of the purchased lay-in quantities. Additional repairable parts, if required, will be purchased from Contractor. Repairable parts removed from engines will be inducted into the repair pipeline expeditiously so as not to negatively impact support.

10.5.3 Contractor will determine which parts are required to perform the Services and will provide all parts and materials (new or used Serviceable, including use of Rotable Parts) required to accomplish the Services. Contractor may issue compatible parts from Contractor's Rotable Parts inventory to replace DISTRICT's parts requiring Services. District agrees to accept District Rotable Parts that are updated to an approved Service Bulletin.

10.6 Pricing

District acknowledges that Contractor has the legal right to assert mechanic's liens or other statutory or common law liens under applicable law (foreign or domestic) against Engines following performance of Services under this Agreement.

10.7 Warranty

See Exhibit A-8

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire
Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By ____________________________
Fire Chief

GENERAL ELECTRIC COMPANY
Acting through its GE AVIATION business unit

By ____________________________
Contractor

Signed: __________________________
Printed: __________________________
Title: __________________________

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By ____________________________
Senior Deputy County Counsel
SOLE SOURCE CHECKLIST

Department Name: **FIRE**

- [x] New Sole Source Contract
- [ ] Existing Sole Source Contract  Date Sole Source Contract Approved:

### JUSTIFICATION FOR SOLE SOURCE CONTRACTS

Identify applicable justification and provide documentation for each checked item.

- Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."

- Compliance with applicable statutory and/or regulatory provisions.

- Compliance with State and/or federal programmatic requirements.

- Services provided by other public or County-related entities.

- Services are needed to address an emergent or related time-sensitive need.

- The service provider(s) is required under the provisions of a grant or regulatory requirement.

- Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.

- Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.

- Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.

- Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.

- It is more cost-effective to obtain services by exercising an option under an existing contract.

- It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost savings or cost-avoidance associated with the best economic interest of the County.

Sheila Williams  Digitally signed by Sheila Williams
Date: 2021.11.08 15:53:49 -08'00'

Chief  Executive Office

Date
Sole Source Checklist – TAP agreement with HSI

Through this contract, Helicopter Support, Inc. dba Sikorsky Commercial, Inc. (HSI) provides a Total Assurance Program (TAP) which consigns a large inventory of parts to the District for its S70 Sikorsky Firehawk helicopters (Firehawks).

**Justification:**

- Attached is Sole Source Letter from (HSI) stating it is a subsidiary of Sikorsky Aircraft Corporation which is the “sole, direct source for proprietary, OEM-manufactured parts, tools and technical publications.”

- As part of the TAP agreement, HSI consigns an inventory of spare parts for purposes of supporting the District’s Sikorsky Aircraft. Whereas the District does not possess a significant Sikorsky parts inventory of its own, the utilization of this consigned inventory is crucial for mitigating Aircraft downtime.

- At a Firm Fixed Price (FFP) per Flight Hour and at a guaranteed Annual Minimum Usage, HSI provides the District with certain replacement parts needed to maintain the Firehawks in a serviceable condition. With some exclusions and exceptions, the covered parts are those which require replacement or repair at both a scheduled or unscheduled basis and cost more than $200. The FFP multiplied by the Annual Minimum Usage, divided by 12 equates to an approximate Fixed Monthly Operating Expenditure for the usage of parts. This fixed amount is important for budgeting purposes, because which part breaks and when they break is incalculable and the costs to either repair or replace these parts can easily reach the hundreds of thousands of dollars. For this reason, coupled with the previously mentioned consignment Inventory helps to ensure the expedited delivery of Sikorsky approved parts and minimizing Aircraft downtime.
<table>
<thead>
<tr>
<th>Cluster Agenda Review Date</th>
<th>6/15/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Meeting Date</td>
<td>6/28/2022</td>
</tr>
<tr>
<td>Supervisory District Affected</td>
<td>All</td>
</tr>
<tr>
<td>Department(s)</td>
<td>FIRE</td>
</tr>
<tr>
<td>Subject</td>
<td>Approval of a regular contract and sole contract with Helicopter Support Inc., dba Sikorsky Commercial Inc., for services and parts for Sikorsky (Firehawk) helicopters</td>
</tr>
<tr>
<td>Program</td>
<td>N/A</td>
</tr>
<tr>
<td>Authorizes Delegated Authority to Dept</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>Sole Source Contract</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>If Yes, please explain why:</td>
<td>HSI is a subsidiary of Sikorsky Aircraft Corporation (Sikorsky). Sikorsky is the sole source for proprietary, Original Equipment Manufacturer parts, tools, and technical publications for the Firehawks that are certified by Sikorsky’s Quality Department. HSI is authorized to sell these proprietary parts to the District.</td>
</tr>
<tr>
<td>Deadlines/Time Constraints</td>
<td>NONE</td>
</tr>
<tr>
<td>Cost &amp; Funding</td>
<td>Total cost: $69,780,146</td>
</tr>
<tr>
<td></td>
<td>Funding source: The District, as a Special District, is funded independent of the County General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.</td>
</tr>
<tr>
<td></td>
<td>The District’s Fiscal Year (FY) 2022-23 Adopted Budget will include up to $750,000 for the as-needed maintenance, repair, and modification services for the District’s Firehawks. The District will allocate up to $4,500,000 across the maximum contract term of six years to obtain the required services.</td>
</tr>
<tr>
<td></td>
<td>The District’s FY 2022-23 Adopted Budget will also include sufficient funding to cover the District’s annual projected expenditure for the TAP parts acquisition and consignment contract. The District will allocate up to $65,280,146 across the maximum contract term of ten years.</td>
</tr>
<tr>
<td></td>
<td>There is no impact to net County cost.</td>
</tr>
<tr>
<td>TERMS (if applicable):</td>
<td>Regular Contract – 6 years</td>
</tr>
<tr>
<td></td>
<td>Sole Source Contract – 10 years</td>
</tr>
<tr>
<td>Explanation:</td>
<td>Regular contract maximum contract sum is $4.5 million over 6 years.</td>
</tr>
<tr>
<td></td>
<td>Sole source contract maximum contract sum is $65,280,146 million over 10 years.</td>
</tr>
<tr>
<td><strong>PURPOSE OF REQUEST</strong></td>
<td>Approval of the recommended actions will allow the District to continue to adequately service and maintain its Firehawks.</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>BACKGROUND</strong></td>
<td>The District operates a multi-mission Air Operations Program consisting of three major components: brush fire suppression (water drops and fire crew transportation), emergency medical transportation, and swift water/hoist rescues. The District currently obtains both parts and services from HSI through contracts approved by your Board, both of which are due to expire on June 30, 2022. The contracted services with HSI will consist of structural repairs, power plant-related repairs, and repairs of various subsystem components, and required inspection of the District’s Firehawks. HSI will also provide all tools and labor necessary to perform repairs and/or modifications to the District's Firehawks on an as-needed basis. The TAP contract provides replacement parts for the District’s Firehawks and establishes a yearly fixed operating cost for parts and components. HSI is a subsidiary of Sikorsky Aircraft Corporation (Sikorsky). Sikorsky is the sole source for proprietary, Original Equipment Manufacturer parts, tools, and technical publications for the Firehawks that are certified by Sikorsky’s Quality Department.</td>
</tr>
<tr>
<td><strong>EQUITY INDEX OR LENS WAS UTILIZED</strong></td>
<td>☐ Yes ☒ No</td>
</tr>
<tr>
<td>If Yes, please explain how:</td>
<td></td>
</tr>
<tr>
<td><strong>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</strong></td>
<td>☐ Yes ☒ No</td>
</tr>
<tr>
<td>If Yes, please state which one(s) and explain how:</td>
<td></td>
</tr>
<tr>
<td><strong>DEPARTMENTAL CONTACTS</strong></td>
<td>Name, Title, Phone # &amp; Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – <a href="mailto:Theresa.Barrera@fire.lacounty.gov">Theresa.Barrera@fire.lacounty.gov</a></td>
</tr>
</tbody>
</table>
June 28, 2022

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 TWO CONTRACTS WITH HELICOPTER SUPPORT INC., DBA SIKORSKY COMMERCIAL, INC., FOR SERVICES AND PARTS FOR SIKORSKY S-70 FIREHAWK HELICOPTERS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish two contracts with Helicopter Support, Inc. (HSI), dba Sikorsky Commercial Inc. One contract is for the provision of as-needed maintenance, repair, and modification services for the District's five Sikorsky Firehawk Helicopters (Firehawks). The second contract is a Sole Source contract to provide a renewal of our Total Assurance Program (TAP) for parts acquisition and consignment for the District’s Firehawks.

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 a substantially similar contract to the attached sample contract (Attachment A), which has been approved as to form by County Counsel. The contract shall commence on July 1, 2022.

2. Approve and instruct the Fire Chief, or his designee, to sign a substantially similar sole source contract for parts acquisition and consignment as the attached sample (Attachment B), which has been approved as to form by County Counsel. The contract shall commence on July 1, 2022.
3. Authorize the maximum contract sum of $4,500,000, in an amount not to exceed $750,000 per contract year, for the service contract with HSI. The maximum contract term of six years includes the initial contract base term of three years, with two one-year extensions and twelve month-to-month extensions. The maximum contract sum represents the total contract cost based on the District’s annual budget for these services.

4. Authorize the maximum contract sum of $65,280,146 for the TAP sole source parts acquisition and consignment contract for a maximum contract term of ten years. The maximum contract sum represents the total contract costs based on the District’s annual projected expenditures, plus an additional ten percent annual contingency for any as needed, unforeseen or emergent expenditures.

5. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or terminations for both contracts if deemed necessary, including any extensions as described in recommendation three above, and in accordance with the approved contracts’ terms and conditions and with County Counsel approval as to form.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Service Contract

The District operates a multi-mission Air Operations Program consisting of three major components: brush fire suppression (water drops and fire crew transportation), emergency medical transportation, and swift water/hoist rescues. The District’s Firehawks can perform all three major components of the Air Operations Program on a year-round, day and night basis while also providing a significant increase to water dropping capacity. The contracted services with HSI will consist of structural repairs, power plant-related repairs, and repairs of various subsystem components, and required inspection of the District’s Firehawks. HSI will also provide all tools and labor necessary to perform repairs and/or modifications to the District’s Firehawks on an as-needed basis.

Sole Source TAP Parts Contract

The TAP contract provides replacement parts for the District’s Firehawks and establishes a yearly fixed operating cost for parts and components. HSI is a subsidiary of Sikorsky Aircraft Corporation (Sikorsky). Sikorsky is the sole source for proprietary, Original Equipment Manufacturer parts, tools, and technical publications for the Firehawks that are certified by Sikorsky’s Quality Department. HSI is authorized to sell these proprietary parts to the District. The District will be billed based on the number of flight hours flown by the Firehawks at a fixed rate per flight hour, with a minimum number of flight hours per aircraft, per year. The TAP contract provides several advantages to the District, for example, the annual cost for parts will be a standardized cost with no spikes for major repairs. Furthermore, HSI will place an inventory of parts at the District’s heliport and will guarantee
delivery of replacement parts to minimize any Firehawk helicopter downtime. The District does not possess a significant parts inventory; therefore, utilization of the consigned inventory is crucial for mitigating aircraft downtime.

The Firehawks serve a critical role in fire suppression, disaster response and recovery, and emergency medical response throughout Los Angeles County. The recommended actions will enable the District to continue to obtain parts and as-needed maintenance and repair services required for flight readiness of the District’s Firehawks. These services are essential to ensure that the District’s Firehawks are immediately available for emergency responses, which will allow the District to continue to provide essential services throughout Los Angeles County.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County’s Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independent of the County General Fund, and relies primarily on property tax revenue to provide essential fire protection and emergency medical services.

The District’s Fiscal Year (FY) 2022-23 Adopted Budget will include up to $750,000 for the as-needed maintenance, repair, and modification services for the District’s Firehawks. The District will allocate up to $4,500,000 across the maximum contract term of six years to obtain the required services.

The District’s FY 2022-23 Adopted Budget will also include sufficient funding to cover the District’s annual projected expenditure for the TAP parts acquisition and consignment contract. The District will allocate up to $65,280,146 across the maximum contract term of ten years.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District currently obtains both parts and services from HSI through contracts approved by your Board, both of which are due to expire on June 30, 2022. Both contracts’ terms and conditions were negotiated by the District with assistance from the Chief Executive Office (CEO) Risk Management Branch and County Counsel. Both contracts have been approved as to form by County Counsel.
ENVIRONMENTAL DOCUMENTATION

The services provided through these contracts do not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

Service Contract

On January 20, 2022, the District released an Invitation for Bid (IFB) to solicit qualified vendors who could provide as-needed maintenance, repair and modification services for the District’s Firehawks. The solicitation announcement was posted on the County’s WebVen and advertised in the Los Angeles Times. The District received a response from one bidder, HSI. The IFB evaluation consisted of two elements: 1) meeting all of the minimum requirements, and 2) providing the lowest priced responsible bid. Since HSI was the only bidder, their bid was deemed the lowest priced, responsive, and responsible bid. The District and HSI completed contract negotiations and agreed to the terms and conditions as described in the attached contract. The parties agreed to several revisions to the standard County provisions, with concurrence from CEO Risk Management and County Counsel. The District has reviewed the Contractor Alert Reporting Database to assess HSI’s past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints against HSI. HSI was evaluated and deemed capable of performing the services requested, based on qualifications and experience. As these services are 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).

Sole Source TAP Parts Contract

On December 10, 2021, the District notified your Board of its intent to enter into negotiations with HSI for a new sole source contract, pursuant to Board of Supervisors’ policy 5.100, Sole Source Contracts. The Sole Source Checklist was approved by the CEO and is attached (Attachment C). The District and HSI completed contract negotiations and agreed to the terms and conditions as described in the Contract and Statement of Work. The parties agreed to several revisions to the standard County provisions, with concurrence from CEO Risk Management and County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District to continue to adequately service and maintain its Firehawks. Award of these Contracts will not result in the displacement of any County employees and the proposed contracts will not result in a reduction of current services.
CONCLUSION

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

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF
DLO:cs

Enclosures

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

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

HELIQUOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.

FOR

MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR SIKORSKY S-70 FIREHAWK HELICOPTERS
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RECITALS</td>
<td>1</td>
</tr>
<tr>
<td>1.0</td>
<td>APPLICABLE DOCUMENTS</td>
<td>2</td>
</tr>
<tr>
<td>2.0</td>
<td>DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>3.0</td>
<td>WORK</td>
<td>3</td>
</tr>
<tr>
<td>4.0</td>
<td>TERM OF CONTRACT</td>
<td>3</td>
</tr>
<tr>
<td>5.0</td>
<td>CONTRACT SUM</td>
<td>4</td>
</tr>
<tr>
<td>6.0</td>
<td>ADMINISTRATION OF CONTRACT - DISTRICT</td>
<td>8</td>
</tr>
<tr>
<td>7.0</td>
<td>ADMINISTRATION OF CONTRACT - CONTRACTOR</td>
<td>9</td>
</tr>
<tr>
<td>8.0</td>
<td>STANDARD TERMS AND CONDITIONS</td>
<td>11</td>
</tr>
<tr>
<td>9.0</td>
<td>UNIQUE TERMS AND CONDITIONS</td>
<td>43</td>
</tr>
<tr>
<td></td>
<td>SIGNATURES</td>
<td>55</td>
</tr>
</tbody>
</table>
STANDARD EXHIBITS

A  Statement of Work
B  Pricing Sheet
C  Intentionally Omitted
D  Contractor’s EEO Certification
E  District’s Administration
F  Contractor’s Administration
G  Intentionally Omitted
H  Jury Service Ordinance
I  Safely Surrendered Baby Law
J  Covid-19 Vaccination Certification of Compliance
CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL,
INC.
FOR
MAINTENANCE, REPAIR AND MODIFICATION SERVICES FOR
SIKORSKY S-70 FIREHAWK HELICOPTERS

This Contract and Exhibits made and entered into this 1st day of July, 2022, by and
between the Consolidated Fire Protection District of Los Angeles County, hereinafter
referred to as "District," and Helicopter Support, Inc. d/b/a Sikorsky Commercial,
Inc., hereinafter referred to as "Contractor," a Connecticut corporation located at 124
Quarry Road, Trumbull, Connecticut 06611-4816.

RECITALS
WHEREAS, the District may contract with private businesses for Maintenance,
Repair and Modification Services for Sikorsky S-70™ Firehawk® Helicopters when
certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Maintenance,
Repair and Modification Services for Sikorsky S-70 Firehawk Helicopters; and

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

WHEREAS, the District has determined that it is legal, feasible, and cost effective to
contract Maintenance, Repair and Modification Services for Sikorsky S-70
Firehawk Helicopters; and

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

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

Standard Exhibits:

1.1 Exhibit A - Statement of Work
1.2 Exhibit B - Pricing Sheet
1.3 Exhibit C - Intentionally Omitted
1.4 Exhibit D - Contractor's EEO Certification
1.5 Exhibit E - District’s Administration
1.6 Exhibit F - Contractor's Administration
1.7 Exhibit G - Intentionally Omitted
1.8 Exhibit H - Jury Service Ordinance
1.9 Exhibit I - Safely Surrendered Baby Law
1.10 Exhibit J - Covid-19 Vaccination Certification of Compliance

2.0 DEFINITIONS

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

2.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 Contract: This agreement executed between the District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.5 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.6 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.

2.7 **District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.

2.8 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.9 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 **WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract and unless provided pursuant to a separate agreement or purchase order, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 **TERM OF CONTRACT**

4.1 The term of this Contract shall be three (3) years commencing on July 1, 2022 (subject to approval by County’s Board of Supervisors, and execution by the Fire Chief or his designee and the Contractor),
unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The District shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and twelve (12) month to month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension shall be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.4 The Contractor shall notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District’s Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 The amount the District shall expend from its own funds during the Contract's entire term for Maintenance, Repair and Modification Services for Sikorsky S-70 Firehawk Helicopters shall not exceed, in aggregate $750,000 per Contract year. The maximum amount provided in this contract does not guarantee the Contractor a minimum amount of work since this Contract is for as-needed services.

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

5.1.2 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

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

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit E - District's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. The District, may at its discretion, verbally and/or by written notice direct any authorized Work to stop and the Contractor shall stop the Work promptly. The Contractor shall be entitled to payment for Work completed prior to receipt of notice to stop and any Work performed to preserve and protect the District's
property. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor’s payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor’s invoices shall be priced in accordance with Exhibit B - Pricing Sheet.

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

5.5.4 Intentionally Omitted.

5.5.5 The Contractor shall submit invoices to the District by the 15th calendar day of the month following the month of service.

5.5.6 Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

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

   Brian Martin, 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:

   • Contract Number
• Date of Service
• Make and model of helicopter or equipment serviced
• Aircraft/equipment identification number
• A breakdown of the number of labor hours for the daily rate and, if applicable, overtime hourly rate
• If applicable, fixed fee (e.g., any flat rate job) authorized by the District’s Contract Manager or authorized designees
• Applicable sales and use tax.

5.5.7 District Approval of Invoices; Payments to Contractor.

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

Payments to Contractor shall be made within thirty (30) calendar days after receipt of an undisputed invoice. This provision shall only pertain to undisputed invoices free of errors, do not require further clarification, and are approved by the District.

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

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a contract with the District shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 If it has not already done so, the Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 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 the District, shall decide whether to approve exemption requests.

5.7 Travel

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

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

A listing of all District Administration referenced in the following sub-paragraphs is designated in Exhibit E - District’s Administration. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 District’s Project Director

The responsibilities of the District’s Project Director include:

- Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; 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 Contract be relieved, excused or limited thereby.

6.2 District’s Project Manager

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

- Meeting with the Contractor’s Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 District’s Contract Administrator

The responsibilities of the District’s Contract Administrator include:

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

- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and

- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of Contractor’s Administration referenced in the following paragraphs is designated in Exhibit F (Contractor’s Administration). The Contractor will notify the District in writing of any change in the names or addresses shown.

7.1 Contractor’s Project Manager

7.1.1 The Contractor’s Project Manager is designated in Exhibit F - Contractor’s Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor’s Project Manager.

7.1.2 The Contractor’s Project Manager shall be responsible for the Contractor’s day-to-day activities as related to this Contract and shall meet and coordinate with District’s Project Manager on a regular basis.
7.2 Approval of Contractor’s Staff

District has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Manager.

7.3 Contractor’s Staff Identification

Contractor shall ensure that all staff providing services under this Contract show photo identification (e.g., U.S. state driver’s license) when entering a District facility or its grounds.

7.4 Intentionally Omitted

7.5 Confidentiality

7.5.1 The parties acknowledge and agree that Contractor and Contractor’s staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor understands that if they are involved in County work, the County must ensure that Contractor and Contractor’s staff will protect the confidentiality of such data and information.

7.5.2 Contractor shall 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.

7.5.3 Contractor hereby agrees that it will not divulge to any unauthorized person any confidential data or information obtained while performing work pursuant to this Contract. Contractor agrees to forward all requests for the release of any confidential data or information received to County’s Project Manager.
7.5.4 The Contractor shall indemnify and hold the County Indemnitees (as defined below) harmless for breaches of this Paragraph 7.5 in accordance with Paragraph 8.23.

7.5.5 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer and as mutually agreed by the Contractor. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.1.3 The Fire Chief or his designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
8.2.2 Neither party shall assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the other party, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void; provided, however, that the Contractor shall have the right to assign this Contract to Lockheed Martin Corporation or one of its subsidiaries or affiliates upon written notification to the District. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District’s sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Complaints

The Contractor shall receive, investigate and respond to complaints.

8.6 Compliance with Applicable Laws

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

8.6.2 The Contractor shall indemnify and hold the County Indemnitees (as defined below) harmless for breaches of this Paragraph 8.6 in accordance with Paragraph 8.23.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with County’s Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the District’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District
contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Intentionally Omitted

8.11 Intentionally Omitted

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 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 contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. 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.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the
tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. 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.

5. 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the
debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.15 District’s Quality Assurance Plan

The District or its agent(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
8.17.2 The Contractor shall indemnify and hold the County Indemnities (as defined below) harmless for breaches of this Paragraph 8.17 in accordance with Paragraph 8.23.

8.18 **Counterparts and Electronic Signatures and Representations**

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

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

8.19 **Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act. The Contractor shall indemnify and hold the County Indemnities (as defined below) harmless for breaches of this Paragraph 8.19 in accordance with Paragraph 8.23.

8.20 **Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, infection surge during declared pandemics, 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 reasonable control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the reasonable control of both Contractor and such subcontractor, and without any fault or negligence of either
of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result
of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 Indemnification

Subject to the limitation of liability set forth in Exhibit A (Statement of Work) Paragraph 19, the Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to Contractor’s performance of this contract or omission related to this Contract, negligence or willful misconduct, reckless disregard in performing this Contract or Contractor's breach of this Contract; except for such loss or damage arising from the gross negligence, negligence material to the performance of this Contract, or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County, acting reasonably. Notwithstanding the preceding sentence, County shall 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 shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County’s prior written approval.

8.24 General Provisions for All Insurance Coverage

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

8.24.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to District prior to Contractor’s policy expiration dates.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, 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 District’s failure to obtain, nor the District’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001
Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage, applicable to Commercial General Liability Insurance.

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor’s 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 shall apply with respect to liability and defense of suits arising out of the Contractor’s acts or omissions, to the extent that such liability is attributable to the Contractor. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Change in Insurance

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

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor’s Insurance Shall Be Primary

Contractor’s insurance policies, with respect to any claims related to this Contract caused by the negligent acts or omissions of Contractor, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to agree to this waiver of subrogation.

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 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.

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions in consultation with the Contractor, conditioned upon District’s determination of changes in risk exposures. To implement any such adjustment, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee.
8.25 Insurance Coverage

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

- General Aggregate: $10 million
- Products/Completed Operations Aggregate: $10 million
- Personal and Advertising Injury: $5 million
- Each Occurrence: $5 million

8.25.2 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 shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer.

The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8.25.4 Aviation Liability insurance with limits of not less than the following:

- Premises and Contractual Liability: $50 million/occurrence
- Products/Completed Operations: $50 million/occurrence
- Hangar keepers Liability: $50 million/aircraft
8.26 Liquidated Damages

The parties agree to the remedies set forth in Exhibit A (Statement of Work), Paragraph 18, and the Performance Requirement Summary (PRS) Chart in SOW Exhibit 2. In the event of a deduction or invoice credit, such deduction or credit will be the District’s sole and exclusive remedy for the specific breaches identified in PRS Chart.

8.27 Intentionally Omitted

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor’s EEO Certification.

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

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

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

8.28.6 Intentionally Omitted.

8.28.7 A violation of any provision of this sub-paragraph 8.28 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.28.8 Intentionally Omitted.

8.29 **Non Exclusivity**

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

8.30 **Notice of Delays**

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

8.31 **Notice of Disputes**

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

8.32 **Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees working in Los Angeles County, and shall require each subcontractor doing business in Los Angeles County to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or commercial carrier (FedEx, DHL, etc.), or by electronic mail addressed to the parties as identified in Exhibits E - District’s Administration and F - 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 shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Contractor acknowledges that any records or documents submitted by the Contractor, any documents obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, may be retained by the County. Subject to the limitations and exemptions set forth in California Government Code Section 6254, including but not limited to Section 6254 (k), and the California Evidence Code. Section
1060, all such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not be liable for the disclosure of any such records including, without limitation, those so marked, to the extent such disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37 Publicity

8.37.1 Neither the District nor the Contractor shall disclose any details in connection with this Contract to any person or entity except as may be required in the performance of this Contract, as otherwise provided hereunder, or as required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

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

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles and applicable U.S. and/or state rules and regulations (e.g., cost accounting practices applicable to U.S. government contractors, U.S. Securities and Exchange Commission regulations applicable to publicly-traded companies and their subsidiaries, etc.). The Contractor shall also maintain accurate and complete employment and other records
relating to its performance of this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records (to the extent directly allocable to this Contract), and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District, upon reasonable request and for purposes of ensuring compliance with this Agreement, during the term of this Contract and for a period of five (5) years thereafter unless the District’s written permission is given to dispose of any such material prior to such time.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor-Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District’s request:

- A description of the work to be performed by the Subcontractor;
- A copy of the subcontract, subject to the subcontractor’s consent; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the County Indemnitees harmless for breaches of this Paragraph 8.40 in accordance with Paragraph 8.23.

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

8.40.5 The District’s consent to subcontract shall not waive the District’s right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District’s Project Director is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District’s consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

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

before any Subcontractor employee may perform any work hereunder.

8.41 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 sub-paragraph 8.14 - Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by either party, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the other party 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 by the District becomes effective shall be no less than ten (10) days after the notice is sent. The date upon which such termination by the Contractor becomes effective shall be no less than six months after the notice is sent.
8.42.2 After receipt of a notice of termination by the District, and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- Contractor has materially breached this Contract and failed to cure such breach within thirty (30) days of the District’s written notice thereof; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within 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.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District, may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all actual costs and expenses incurred by the District for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such costs and expenses of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the reasonable control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the reasonable 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 reasonable control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43.6 The Contractor may, by written notice to the District, terminate the whole or any part of this Contract, if, in the judgment of the Contractor, the District has materially breached this Contract and failed to cure such breach within thirty (30) days of receipt of the Contractor’s written notice thereof. Notwithstanding the foregoing, in case of a default under which in the reasonable opinion of the Contractor is capable of being remedied, then so long as the District is diligently and in good faith taking such steps as in the reasonable opinion
of the Contractor are necessary to remedy such default, this Contract shall not terminate for a further period of sixty (60) days or such longer period agreed between the parties.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
• The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by either party of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
8.50 Warranty Against Continent Fees

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

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

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off For Voting

The Contractor shall notify its employees residing in California, and shall require each subcontractor doing business in Los Angeles County, 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 shall keep posted conspicuously at any place of work located in Los Angeles County, 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.

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

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

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, on behalf of itself and its employees and subcontractors performing work under this Contract, acknowledge and certify receipt and understanding of the CPOE. Failure of the
contractor and such employees or 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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor’s sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

2. Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor
Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property,
and while engaging with members of the public and County workforce members.

c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit J (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 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 online at:  http://camisvr.co.la.ca.us/webven/ County 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).

9.6 Intentionally omitted

9.7 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 and signed by both parties. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way.
9.8 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law.
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By________________________________
Fire Chief

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.

By ___________________________
Contractor

Signed: _________________________

Printed: _________________________

Title: ___________________________

APPROVED AS TO FORM:

DAWYN HARRISON
Acting County Counsel

By ___________________________
Senior Deputy County Counsel
SAMPLE CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

HELICOPTER SUPPORT INC. d/b/a SIKORSKY COMMERCIAL, INC.

FOR

TOTAL ASSURANCE PROGRAM
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PARAGRAPHS</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RECITALS</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>APPLICABLE DOCUMENTS</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>WORK</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>TERM OF CONTRACT</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>CONTRACT SUM</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>ADMINISTRATION OF CONTRACT- DISTRICT</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>ADMINISTRATION OF CONTRACT-CONTRACTOR</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>STANDARD TERMS AND CONDITIONS</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>UNIQUE TERMS AND CONDITIONS</td>
<td>33</td>
</tr>
<tr>
<td></td>
<td>SIGNATURES</td>
<td>35</td>
</tr>
</tbody>
</table>
STANDARD EXHIBITS

A  Statement of Work
B  Contractor’s EEO Certification
C  District’s Administration
D  Contractor’s Administration
E  Safely Surrendered Baby Law
F  Covid-19 Vaccination Certification of Compliance
CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
HELI OPTER SUPPORT, INC. d/b/a
SIKORSKY COMMERCIAL, INC.
FOR
TOTAL ASSURANCE PROGRAM

This Contract ("Contract") made and entered into this 1st day of July, 2022 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District” and Helicopter Support Inc. d/b/a Sikorsky Commercial Inc., hereinafter referred to as “Contractor.” Contractor is located at 124 Quarry Road, Trumbull, CT 06611-4816.

RECITALS

WHEREAS, the District may contract with private businesses for an extended support plan for its helicopters when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in, among other things, providing an extended support plan, known as the Total Assurance Program (“TAP”), for helicopters manufactured by Sikorsky Aircraft Corporation; and

WHEREAS, the District is authorized under Health and Safety Code Section 13861 to contract with public companies to provide a TAP; and

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

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

Standard Exhibits:

1.1 Exhibit A - Statement of Work
1.2 Exhibit B - Contractor’s EEO Certification
1.3 Exhibit C - District’s Administration
1.4 Exhibit D - Contractor’s Administration
1.5 Exhibit E - Safely Surrender Baby Law
1.6 Exhibit F - Covid-19 Vaccination Certification of Compliance

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2 DEFINITIONS

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

2.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.2 **Contract:** This agreement executed between the District and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
2.3 **Contractor**: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the District.

2.4 **Contractor Project Manager**: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County**: The County of Los Angeles, a political subdivision of the State of California.

2.6 **District**: The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.

2.7 **District Project Director**: Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.

2.8 **District Project Manager**: Person designated by District’s Project Director to manage the operations under this Contract.

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

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

2.11 **Statement of Work**: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

3 **WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract and unless provided pursuant to a separate agreement or purchase order, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4 **TERM OF CONTRACT**

4.1 The term of this Contract shall commence on **July 1, 2022**, and end on **June 30, 2032**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
4.2 The Contractor shall notify the District when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in Exhibit C - District’s Administration.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

5 MAXIMUM CONTRACT SUM

5.1 Contract Sum

5.1.1 The amount the District shall expend from its own funds during the Contract’s term shall not exceed $65,280,146 for the entire Contract term. For the avoidance of doubt, this Paragraph 5.1 is not intended to limit the Contractor’s rights to receive payment in full for TAP coverage provided hereunder.

5.1.2 Pursuant to Subparagraph 8.1, Amendments, the District may, with the Board of Supervisor’s approval, amend this Contract upon occurrence of any changes to the Maximum Contract Sum. Future allocations of contract funds will be contingent upon the availability and appropriation of funds from the District.

5.1.3 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor for supplying TAP coverage.

5.1.4 This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall perform and complete all services required of the Contractor under this Contract as set forth in Exhibit A (Statement of Work), but in any event, not in excess of the Maximum Contract Sum.

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

5.2 Assumptions or Takeover

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District’s express prior written approval.

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

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract except to the extent any such services were authorized prior to Contract expiration or termination and/or knowingly accepted by the District. Any work and/or orders in progress prior to the expiration or termination of the Contract shall be completed by the Contractor for full payment of services rendered. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work or charges specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor’s
payments shall be as provided in Exhibit A – Statement of Work.

5.4.2 The Contractor’s invoices shall be priced in accordance with Exhibit A – Statement of Work.

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

5.4.4 The Contractor shall submit the monthly invoices to the District in accordance with Exhibit A – Statement of Work.

5.4.5 Contractor’s invoices shall include the following:

(1) Contract Number
(2) Date of Service
(3) Service cost per hour
(4) Contractor billing information
(5) Brief description of services

5.4.6 Contractor shall e-mail one (1) copy of the invoice to the District’s Project Manager for review and approval of all invoices for payment. In addition, Contractor shall email one (1) copy of the invoice to the following invoice email address: EDL-Fire-Invoices.Submission@fire.lacounty.gov for review and approval of all invoices for payment.

5.4.7 District Approval of Invoices

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

5.4.8 Payments to Contractor

Payments to Contractor shall be made within thirty (30) calendar days after receipt of invoice. This provision shall only pertain to invoices free of errors and approved by the District.
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 shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 If it has not already done so, The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.5.4 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), shall 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 ADMINISTRATION OF CONTRACT – DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following subparagraphs are designated in Exhibit C - District’s Administration. The
District will notify the Contractor in writing of any change in the names or addresses shown.

6.1 **District’s Project Director**

The responsibilities of the District’s Project Director include:

- Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; 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 Contract be relieved, excused or limited thereby.

6.2 **District’s Project Manager**

The role of the District’s Project Manager is authorized to include:

- Meeting with the Contractor’s Project Manager on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 **District’s Contract Administrator**

The responsibilities of the District’s Contract Administrator include:

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

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of Contractor’s Administration referenced in the following paragraphs is designated in Exhibit D - Contractor’s Administration. The Contractor will notify the District in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor’s Project Manager is designated in Exhibit D - Contractor’s Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor’s Project Manager.

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

7.2 Contractor’s Staff Identification

Contractor shall ensure that all staff providing services under this Contract show a government-issued photo identification card (e.g., U.S. state driver’s license) when entering a District facility or its grounds.

7.4 Confidentiality

7.4.1 The parties acknowledge and agree that Contractor and Contractor’s staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor understands that if they are involved in County work, the County must ensure that
Contractor and Contractor’s staff will protect the confidentiality of such data and information.

7.4.2 Except as permitted pursuant to Article III, paragraph 3 of the Statement of Work – Exhibit A, Contractor shall 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.

7.4.3 Contractor hereby agrees that it will not divulge to any unauthorized person any confidential data or information obtained while performing work pursuant to this Contract. Contractor agrees to forward all requests for the release of any confidential data or information received to County’s Project Manager.

7.4.4 The Contractor shall indemnify and hold the County Indemnitees (as defined below) harmless for breaches of this Paragraph 7.5 in accordance with Paragraph 8.23.

7.4.5 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, hourly rate, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee OR it may have to be executed by the Board of Supervisors.

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer that are acceptable to the Contractor. To implement such changes, an Amendment
8.1.3 The Fire Chief or authorized designee, may at his/her sole discretion, authorize extensions of time acceptable to the Contractor as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Fire Chief or authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

8.2.2 Neither party shall assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void; provided, however, that the Contractor shall have the right to assign this Contract to Lockheed Martin Corporation or one of its subsidiaries or affiliates upon written notification to the District. For purposes of this subparagraph, District’s consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District’s sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

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

8.4 Compliance with Applicable Law

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

8.4.2 The Contractor shall indemnify and hold the County Indemnitees (as defined below) harmless for breaches of this Paragraph 8.4 in accordance with Paragraph 8.16.

8.5 Compliance with Civil Rights Laws

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

8.6 Conflict of Interest

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

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

8.7 Contractor Responsibility and Debarment

8.7.1 Responsible Contractor

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

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

The District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the District, County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor’s quality, fitness or capacity to perform a contract with the District, 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.

8.7.4 **Contractor Hearing Board**

8.7.4.1 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.

8.7.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.7.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the
proposed decision and recommendation of the Contractor Hearing Board.

8.7.4.4 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.

8.7.4.5 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.7.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall
have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.7.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of Contractor.

8.8 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

8.8.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County and its Special Districts through a Contract 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.

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

8.9 District’s Quality Assurance Plan

The District or its agent(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.9 Damage to District Facilities, Buildings or Grounds

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

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

8.10 Employment Eligibility Verification

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

8.10.2 The Contractor shall indemnify and hold the County Indemnitees (as defined below) harmless for breaches of this Paragraph 8.17 in accordance with Paragraph 8.23.

8.11 Counterparts and Electronic Signatures and Representations

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

8.12 **Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act. The Contractor shall indemnify and hold the County Indemnitees (as defined below) harmless for breaches of this Paragraph 8.12 in accordance with Paragraph 8.16.

8.13 **Force Majeure**

8.13.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, infection surge during declared pandemics, 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 reasonable control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). Upon becoming aware of the occurrence of a force majeure event, the impacted party shall notify the other party in writing as promptly as practical.

8.13.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the reasonable control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.
8.13.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable 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.

8.14 Governing Law, Jurisdiction, and Venue

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

8.15 Independent Contractor Status

8.15.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.15.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.15.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.15.4 The Contractor shall adhere to the provisions stated in Paragraph 7.4 - Confidentiality.
8.16  Indemnification

Subject to the limitation of liability set forth in Article VII, paragraph 4 of the Statement of Work – Exhibit A, the Contractor shall indemnify, defend and hold harmless the County, the District, elected and appointed officers, employees, and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from and/or relating to Contractor’s performance of this contract or omission related to this Contract, negligence or willful misconduct in performing this Contract or Contractor’s breach of this Contract, except for such loss or damage arising from the gross negligence, negligence material to the performance of this Contract, negligence, or willful misconduct of the County Indemnitees.

8.17  General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of the District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.17 and 8.18 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.17.1  Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) including the District as Additional Insured under the Contractor’s General Liability policy, shall be delivered to the District at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to the District prior to Contractor’s policy renewals.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC
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 District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates shall be sent to:

Consolidated Fire Protection District of Los Angeles County
Materials Management/Contracts
Section 5801 s. Eastern Ave., Suite 100
Commerce, CA 90040-4001

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

8.17.2 Additional Insured Status and Scope of Coverage, applicable to Commercial General Liability Insurance

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor’s Commercial General Liability policy. The District additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor’s acts or omissions to the extent that such liability is attributable to the Contractor. Evidence of inclusion as
additional insured on the certificate of insurance form is acceptable providing it satisfies the Required Insurance provisions herein.

8.17.3 Cancellation of or Changes in Insurance

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

8.17.4 Failure to Maintain Insurance

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

8.17.5 Insurer Financial Ratings

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

8.17.6 Contractor’s Insurance Shall Be Primary

Contractor’s insurance policies, with respect to damages caused by Contractor, shall be primary with respect to all other sources of coverage available to contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.17.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)’ rights of recovery against District under all the Required Insurance for any loss arising
from or relating to this Contract. The Contractor shall require its insurers to agree to this waiver of subrogation.

8.17.8 Subcontractor Insurance Coverage Requirements

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

8.17.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.17.10 Claims Made Coverage

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

8.17.11 Application of Excess Liability Coverage

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

8.17.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.17.13 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions in consultation with the Contractor, conditioned upon District’s determination of changes in risk exposures To implement any such adjustment, an Amendment shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.18 Insurance Coverage

8.18.1 Commercial General Liability insurance (providing scope of coverage substantially equivalent to ISO policy form CG 00 01), including the District as an additional insured, with limits of not less than:

- General Aggregate: $3 million
- Products/Completed Operations Aggregate: $1 million
- Personal and Advertising Injury: $1 million
- Each Occurrence: $1 million

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

8.18.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory
requirements, which includes Employers’ Liability coverage with limits of not less than one million ($1,000,000) per accident. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8.18.4 Commercial Aviation General Liability insurance with limits not less than:

- Aviation Premises/Operations - $50,000,000 each occurrence
- Aviation Products/Completed Operations - $50,000,000 each occurrence/aggregate
- Hangarkeepers Liability - $50,000,000 each aircraft/occurrence

8.19 Liquidated Damages

The Contractor shall be liable for liquidated damages, payable in the form of a credit to the District, as set forth in Article V, paragraph 10 of the Statement of Work – Exhibit A.

8.20 Nondiscrimination and Affirmative Action

8.20.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.20.2 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
8.20.3 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.

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

8.20.5 A violation of any provision of this sub-paragraph 8.20 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.21 Non Exclusivity

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

8.30 Notice of Delays

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

8.22 Notice of Disputes

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

8.23 Notice to Employees Regarding the Federal Earned Income Credit
The Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.24 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or commercial carrier (FedEx, DHL, etc.), or by electronic mail addressed to the parties as identified in Exhibits C - District’s Administration and D - 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 shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.25 Prohibition Against Inducement or Persuasion

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

8.26 Public Records Act

8.26.1 Contractor acknowledges that any records or documents submitted by the Contractor, any documents obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to sub-paragraph 8.28 - Record Retention and Inspection/Audit Settlement of this Contract, may be retained by the County. Subject to the limitations and exemptions set forth in California Government Code Section 6254, including but not limited to Section 6254 (k), and the California Evidence Code. Section 1060, all such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret,” “confidential,” or “proprietary.” The County shall not be liable for the disclosure of any such records including, without limitation, those so marked, to the extent such disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.27 Publicity
8.27.1 Neither the District nor the Contractor shall disclose any
details in connection with this Contract to any person or
entity except as may be required in the performance of
this Contract, as otherwise provided hereunder or as
required by law. However, in recognizing the Contractor’s
need to identify its services and related clients to sustain
itself, the District shall not inhibit the Contractor from
publishing its role under this Contract within the following
conditions:

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

8.27.2 The Contractor may, without the prior written consent of the
District, indicate in its proposals and sales materials that it
has been awarded this Contract with the District, provided
that the requirements of this subparagraph 8.27 shall
apply.

8.28 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records
of its activities and operations relating to this Contract in accordance
with generally accepted accounting principles and applicable U.S.
and/or state rules and regulations (e.g., cost accounting practices
applicable to U.S. government contractors, U.S. Securities and
Exchange Commission regulations applicable to publicly-traded
companies and their subsidiaries, etc.). The Contractor shall also
maintain accurate and complete employment and other records
relating to its performance of this Contract. All such material, including,
but not limited to, all financial records, bank statements, cancelled
checks or other proof of payment, timecards, sign-in/sign-out sheets
and other time and employment records (to the extent directly
allocable to this Contract), and proprietary data and information, shall
be kept and maintained by the Contractor and shall be made available
to the District, upon reasonable request and for purposes of ensuring
compliance with this Contract, during the term of this Contract and for
a period of five (5) years thereafter unless the District’s written
permission is given to dispose of any such material prior to such time.
8.28.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor-Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.28.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.28 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

8.29 Recycled Bond Paper

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

8.30 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 sub-paragraph 8.8 - Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute
default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.31 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.30 Termination for Convenience

8.30.1 This Contract may be terminated by the District in accordance with Article VI, paragraph VI, of the Statement of Work – Exhibit A.

8.30.2 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.28, Record Retention and Inspection-Audit Settlement.

8.31 Termination for Default

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

- Contractor has materially breached this Contract and failed to cure such breach within thirty (30) days of the District’s written notice thereof.

8.31.2 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.31, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.31, or that the default was excusable under the provisions of sub-paragraph 8.13, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.30 - Termination for Convenience.

8.31.3 The rights and remedies of the District provided in this sub-paragraph 8.31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.31.4 The Contractor may, by written notice to the District, terminate the whole or any part of this Contract, if, in the judgment of the Contractor, the District has materially breached this Contract and failed to cure such breach within thirty (30) days
of receipt of the Contractor’s written notice thereof. Notwithstanding the foregoing, in case of a default under which in the reasonable opinion of the Contractor is capable of being remedied, then so long as the District is diligently and in good faith taking such steps as in the reasonable opinion of the Contractor are necessary to remedy such default, this Contract shall not terminate for a further period of sixty (60) days or such longer period agreed between the parties.

8.31.5 This Contract shall terminate upon the occurrence of certain events, as set forth in Article VI, paragraph 1 of the Statement of Work – Exhibit A.

8.32 Termination for Improper Consideration

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

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

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

8.33 Termination for Insolvency

8.33.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.33.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.33.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.33.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.33.2 The rights and remedies of the District provided in this sub-paragraph 8.33 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.34 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, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.35 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor’s performance hereunder or by any provision of this Contract during any of the District’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Contract in the District’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date, but no later than June 30 of the last fiscal year for which funds were appropriated.

8.36 Validity

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

8.37 Waiver

No waiver by either party of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off For Voting

The Contractor shall notify its employees residing in California, and shall require each subcontractor doing business in Los Angeles County, 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 shall keep posted conspicuously at any place of work
located in Los Angeles County, 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.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. 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 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, on behalf of itself and its employees and subcontractors performing work under this Contract, acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor and such employees or 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.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.38 Warranty Against Contingent Fees

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

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

8.39 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person
with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 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 online at: http://camisvr.co.la.ca.us/webven. The County 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).

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

9.3 Remedies of Non-Compliance

Contractor agrees to comply with the requirements set forth in the entirety of this Contract. Contractor’s failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract.
IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By ______________________________
                   Fire Chief

HELICOPTER SUPPORT, INC. d/b/a SIKORSKY COMMERCIAL, INC.

By ______________________________
                   Contractor

Signed: ______________________________

Printed: ______________________________

Title: ______________________________

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
Acting County Counsel

By ______________________________
                   Senior Deputy County Counsel
SOLE SOURCE CHECKLIST

Department Name: FIRE

- New Sole Source Contract
- Existing Sole Source Contract  Date Sole Source Contract Approved: 

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

Sheila Williams  Digitally signed by Sheila Williams  Date: 2021.11.08 15:53:49 -08'00'

Chief  Executive Office  Date
Sole Source Checklist – TAP agreement with HSI

Through this contract, Helicopter Support, Inc. dba Sikorsky Commercial, Inc. (HSI) provides a Total Assurance Program (TAP) which consigns a large inventory of parts to the District for its S70 Sikorsky Firehawk helicopters (Firehawks).

Justification:

- Attached is Sole Source Letter from (HSI) stating it is a subsidiary of Sikorsky Aircraft Corporation which is the “sole, direct source for proprietary, OEM-manufactured parts, tools and technical publications.”

- As part of the TAP agreement, HSI consigns an inventory of spare parts for purposes of supporting the District’s Sikorsky Aircraft. Whereas the District does not possess a significant Sikorsky parts inventory of its own, the utilization of this consigned inventory is crucial for mitigating Aircraft downtime.

- At a Firm Fixed Price (FFP) per Flight Hour and at a guaranteed Annual Minimum Usage, HSI provides the District with certain replacement parts needed to maintain the Firehawks in a serviceable condition. With some exclusions and exceptions, the covered parts are those which require replacement or repair at both a scheduled or unscheduled basis and cost more than $200. The FFP multiplied by the Annual Minimum Usage, divided by 12 equates to an approximate Fixed Monthly Operating Expenditure for the usage of parts. This fixed amount is important for budgeting purposes, because which part breaks and when they break is incalculable and the costs to either repair or replace these parts can easily reach the hundreds of thousands of dollars. For this reason, coupled with the previously mentioned consignment Inventory helps to ensure the expedited delivery of Sikorsky approved parts and minimizing Aircraft downtime.
<table>
<thead>
<tr>
<th>BOARD LETTER/MEMO</th>
<th>CLUSTER FACT SHEET</th>
</tr>
</thead>
</table>

- **Board Letter**
- **Board Memo**
- **Other**

<table>
<thead>
<tr>
<th>CLUSTER AGENDA REVIEW DATE</th>
<th>6/15/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOARD MEETING DATE</td>
<td>6/28/2022</td>
</tr>
<tr>
<td>SUPERVISORIAL DISTRICT AFFECTED</td>
<td>☒ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th</td>
</tr>
<tr>
<td>DEPARTMENT(S)</td>
<td>FIRE</td>
</tr>
<tr>
<td>SUBJECT</td>
<td>Approval of Contract with Coulson Aviation, Inc., for the lease of a Helitanker</td>
</tr>
<tr>
<td>PROGRAM</td>
<td>N/A</td>
</tr>
<tr>
<td>AUTHORIZES DELEGATED AUTHORITY TO DEPT</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>SOLE SOURCE CONTRACT</td>
<td>☒ Yes ☐ No</td>
</tr>
<tr>
<td>DEADLINES/ TIME CONSTRAINTS</td>
<td>Contract must commence on July 1, 2022 to ensure resources are secured for fire season.</td>
</tr>
<tr>
<td>COST &amp; FUNDING</td>
<td>Total cost: $45,000,000 Funding source: For the first year of the contract (FY2022-2023), SCE has agreed to provide funding to the District for fixed lease costs relating to stand-by time for up to 165-days for the Helitanker lease. The District will also seek to enter similar funding agreements with SCE for the subsequent option years. The District’s FY 2022-2023 Adopted Budget will include up to $15,000,000 in funding for total operational costs including, stand-by time, flight hours, aerial water enhancer and portable retardant. The District will seek full reimbursement for any unforeseen costs associated with flight hours flown within SCE’s service area outside of the District’s jurisdiction through an existing interagency billing process. The District will also allocate up to $15,000,000 for each of the subsequent option years, for a total not to exceed $45,000,000, provided SCE continues to provide funding for the program. There is no impact on net County cost.</td>
</tr>
</tbody>
</table>

| TERMS (if applicable): | The maximum contract sum includes the initial contract base term of one year, with two one-year extension options. Explanation: Program will only continue if SCE continues to provide funding for fixed lease costs associated with stand-by time for the lease of the Helitanker. |
| PURPOSE OF REQUEST | Approval of the recommended actions will allow the District to continue to augment the District’s fleet of aircraft during the upcoming fire season and will help support the District’s mission to protect lives, the environment, and property. |
| BACKGROUND (include internal/external issues that may exist) | Due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons. The proposed lease agreement will assist in the effort to increase the effectiveness of aerial response to wildfires. The Coulson Helitanker’s night-vision, Visual Flight Rules (VFR) navigation, and hover |
filling capabilities make it the largest Night Vision Goggles (NVG) equipped and staffed Helitanker in the world. The Helitanker is equipped with Coulson’s Retardant Aerial Delivery System (RADS) tank which can drop up to 3,000 gallons of water or fire-retardant on a single pass and includes touch screen SMART Delivery System Controller technology which allows for precision automated drops during NVG firefighting operations.

Coulson has requested permission to display the County and District logos on the Helitanker. Therefore, the District is requesting Board approval to authorize a temporary license (for the duration of the contract) to Coulson to display County and District logos on their aircraft.

<table>
<thead>
<tr>
<th>EQUITY INDEX OR LENS WAS UTILIZED</th>
<th>☐ Yes ☒ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please explain how:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</th>
<th>☐ Yes ☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please state which one(s) and explain how:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENTAL CONTACTS</th>
<th>Name, Title, Phone # &amp; Email: Theresa Barrera, Deputy Fire Chief – (323) 881-2426 – <a href="mailto:Theresa.Barrera@fire.lacounty.gov">Theresa.Barrera@fire.lacounty.gov</a></th>
</tr>
</thead>
</table>
June 28, 2022

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 A CONTRACT WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a contract with Coulson Aviation Inc. (Coulson) for the lease of a Type I Helitanker (Helitanker).

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 a substantially similar contract as the attached sample contract for a three-year Helitanker lease agreement (Attachment A), which has been approved as to form by County Counsel. The contract shall be effective on July 1, 2022.

2. Authorize the maximum contract sum of $45,000,000, in an amount not to exceed $15,000,000 per contract year for a maximum contract term of three years. The maximum contract sum includes the initial contract base term of one year, with two one-year extension options. This sum represents the total operational cost including standby time, flight hours, portable retardant, and any associated operational costs.

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, extensions, suspensions, or termination if deemed necessary, and in accordance with
the approved contract terms and conditions, provided such documents are reviewed and approved as to form by County Counsel.

4. Authorize the Fire Chief, or his designee, to grant a temporary license to Coulson to display the County of Los Angeles and District logo and insignia on the Helitanker for the duration of the contract.

5. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons. The proposed lease agreement will assist in the effort to increase the effectiveness of aerial response to wildfires. On June 14, 2022, your Board approved the District’s request to enter into a funding agreement with Southern California Edison (SCE) in which SCE will advance funding to the District for FY2022-2023 to fund up to 165 days of associated fixed lease costs of stand-by time for a Helitanker. SCE and the District have determined that the use of a Helitanker offers significant benefits for wildfire suppression, protection of lives and property, and increasing firefighter safety.

The Coulson Helitanker’s night-vision, Visual Flight Rules (VFR) navigation, and hover filling capabilities make it the largest Night Vision Goggles (NVG) equipped and staffed Helitanker in the world. The Helitanker is equipped with Coulson’s Retardant Aerial Delivery System (RADS) tank which can drop up to 3,000 gallons of water or fire-retardant on a single pass and includes touch screen SMART Delivery System Controller technology which allows for precision automated drops during NVG firefighting operations.

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

Coulson has requested permission to display the County and District logos on the Helitanker. Therefore, the District is requesting Board approval to authorize a temporary license (for the duration of the contract) to Coulson to display County and District logos on their aircraft. In accordance with the contract terms and conditions, Coulson’s use of the logos and insignia is for display purposes only and does not allow for usage for commercial marketing, reproduction, merchandising, or commercial distribution.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County’s Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner.
FISCAL IMPACT/FINANCING

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 emergency medical services.

For the first year of the contract (FY2022-2023), SCE has agreed to provide funding to the District for fixed lease costs relating to stand-by time for up to 165-days for the Helitanker lease. The District will also seek to enter similar funding agreements with SCE for the subsequent option years.

The District’s FY 2022-2023 Adopted Budget will include up to $15,000,000 in funding for total operational costs including, stand-by time, flight hours, aerial water enhancer and portable retardant. The District will seek full reimbursement for any unforeseen costs associated with flight hours flown within SCE’s service area outside of the District’s jurisdiction through an existing interagency billing process.

The District will also allocate up to $15,000,000 for each of the subsequent option years, for a total not to exceed $45,000,000, provided SCE continues to provide funding for the program.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Coulson currently has Helitanker lease agreements in place with Ventura County and the Orange County Fire Authority in which SCE also contributes funding for the fixed lease costs relating to stand-by time. SCE has agreed to provide funding to the District for the stand-by time once the District enters into a lease agreement for a Helitanker.

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

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On May 9, 2022, the District released an Invitation for Bids (IFB) to solicit qualified vendors who could provide a fixed tank Helitanker Lease and Service Agreement. The solicitation
announcement was posted on the County’s WebVen and the District’s contracting website. The District received a response from one bidder, Coulson. The IFB evaluation consisted of two elements: 1) meeting all of the minimum requirements, and 2) providing the lowest priced responsible bid. Since Coulson was the only bidder, their bid was deemed the lowest priced, responsive, and responsible bid. The District and Coulson completed contract negotiations, and with concurrence from CEO Risk Management Branch and County Counsel, agreed to the terms and conditions as described in the attached contract. The District has reviewed the Contractor Alert Reporting Database to assess Coulson’s past performance, negative experiences, and complaints with other agencies and has found that there are currently no negative findings or complaints against Coulson. Coulson was evaluated and deemed capable of performing the services requested, based on qualifications and experience.

**IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will allow the District to continue to augment the District’s fleet of aircraft during the upcoming fire season and will help support the District’s mission to protect lives, the environment, and property.

**CONCLUSION**

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

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:cs

Enclosures

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

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

COULSON AVIATION (USA) INC.

FOR

PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT
<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>APPLICABLE DOCUMENTS</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>WORK</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>TERM OF CONTRACT</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>CONTRACT SUM</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>ADMINISTRATION OF CONTRACT- DISTRICT</td>
<td>11</td>
</tr>
<tr>
<td>7</td>
<td>STANDARD TERMS AND CONDITIONS</td>
<td>11</td>
</tr>
<tr>
<td>8</td>
<td>UNIQUE TERMS AND CONDITIONS</td>
<td>36</td>
</tr>
<tr>
<td>SIGNATURES</td>
<td></td>
<td>42</td>
</tr>
</tbody>
</table>
STANDARD EXHIBITS

A  Insurance Certification
B  Pricing Sheet
C  Public Aircraft Declaration
D  Contractor’s EEO Certification
E  District’s Administration
F  Contractor’s Administration
G  Covid-19 Vaccination Certification of Compliance
H  Contractor Acknowledgement and Confidentiality Agreement
I  Safely Surrendered Baby Law
CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
COULSON AVIATION (USA) INC.
FOR
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT

This Contract ("Contract") made and entered into this ___ day of ____________, 2022
by and between the Consolidated Fire Protection District of Los Angeles County,
hereinafter referred to as "District" and Coulson Aviation (USA) Inc., hereinafter
referred to as "Contractor." Contractor is located at 610 SW Alder St, Ste 910
Portland, Oregon.

RECITALS

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

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

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

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

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

Standard Exhibits:

1.1 Exhibit A - Insurance Certification
1.2 Exhibit B - Pricing Sheet
1.3 Exhibit C - Public Aircraft Declaration
1.4 Exhibit D - Contractor’s EEO Certification
1.5 Exhibit E - District’s Administration
1.6 Exhibit F - Contractor’s Administration
1.7 Exhibit G - Covid-19 Vaccination Certification of Compliance
1.8 Exhibit H - Contractor Acknowledgement and Confidentiality Agreement
1.9 Exhibit I - Safely Surrendered Baby Law

2 DEFINITIONS

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

2.1 Aircraft Flight Hour Payment: the rate shall be detailed in Exhibit B of this Contract.

2.2 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles; the governing body of the District and the County of Los Angeles.

2.3 Commencement Date: July 1, 2022 at 0600 or the date upon which the FAA Public Aircraft Declaration is received by Contractor and submitted to the FAA.
2.4 **Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.5 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this contract.

2.6 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

2.7 **County:** The County of Los Angeles, a political subdivision of the State of California.

2.8 **Crew:** night vision goggles certified flight crew, and a full maintenance crew, to operate and maintain Helitanker, and night vision goggles certified flight crew and a full maintenance crew.

2.9 **Daily Rental Payment:** the rate shall be detailed in Exhibit B of this Contract.

2.10 **Day Operations:** provision of services from 6:00 a.m. to 6:00 p.m. on a daily basis.

2.11 **District:** The Consolidated Fire Protection District of Los Angeles County.

2.12 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District's Project Manager.

2.13 **District Project Manager:** Person designated by District’s Project Director to manage the operations under this contract.

2.14 **Day(s):** Calendar day(s) unless otherwise specified.

2.15 **Exclusive Lease Period:** the specific dates as defined in paragraph 4, Term of Contract, in which the Helitanker is exclusively available for District's lease during the Contract Term.

2.16 **FAA:** United States Federal Aviation Administration.
2.17 **FAA Public Aircraft Policy:** the policy the policy of the FAA with regard to defining Public Aircraft contained in the FAA Notice of Policy Regarding Civil Aircraft Operators Providing Contract Support to Government Entities (Public Aircraft Operations) published on March 23, 2011 in the Federal Register, FAA Advisory Circular No. 00-1-1, and such additional or successor documents regarding FAA's policy regarding Public Aircraft;

2.18 *Intentionally Omitted*

2.19 **Flight Hour Payment:** Helitanker Flight Hour Payments due.

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

2.21 **Helitanker:** one (1) Type One CH-47 Helitanker night vision goggles certified to be designated with FAA Registration mark N43CU and manufacturer's serial number 90-0182.

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

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

2.24 **Owners:** registered and beneficial owner of each Helitanker.

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

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

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

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the District.

4 TERM OF CONTRACT

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

4.2 Lease Agreement

The anticipated Commencement Date wherein the Helitanker is available for service to the District is on July 1, 2022. The specific dates of availability for the Exclusive Lease Period are stated in Exhibit B. The duration may be amended upon the mutual agreement of the District and Contractor will be based on the fire weather conditions and/or fire activity. The District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will elect to approach Contractor regarding the exercise of the contract term extension option.

5 CONTRACT SUM

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

HOURLY FLIGHT RATE

A. Flight time will be computed in hours and tenths of hours as recorded by the collective activated digital flight hour meter (“Hobbs”) on the helicopter.
B. Payment for flight time will be made only when flight is properly ordered by designated District personnel.

C. District does not guarantee any flight time.

**DAILY RATE**

A. The Daily Rate will be paid at the applicable rate specified in the Contract when Contractor performs in accordance with the terms and conditions specified in this Contract.

B. Availability for aircraft and crewmembers will be ordered, measured, and recorded each day.

C. Payment for daily availability will not commence until the aircraft and flight crew arrive at the Assigned Work Location and are available for dispatch.

D. No more than one day of availability may be earned in a calendar day (0001 to 2400).

E. When the aircraft, crewmembers and fuel driver have arrived at the Assigned Work Location, the aircraft and crewmembers may be considered available for payment purposes.

F. The daily rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

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

5.2 **Maximum Contract Sum**

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

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

This is not a commitment or offer on the part of the District to expend the Maximum Contract Sum. The Contractor shall
perform and complete all Services required of the Contractor under this Contract as set forth in Exhibit B (Pricing Sheet), but in any event, not in excess of the Maximum Contract Sum.

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

5.3 Written Approval for Reimbursement

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified herein. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor’s payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid in full only for the tasks, deliverables, goods, services, and other work approved in writing by the District. The Contractor’s invoices shall be priced in accordance with Exhibit B (Pricing Sheet).

5.5.2 The Contractor’s invoices shall contain the information setting forth describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.3 The Contractor shall submit the monthly invoices to the District, after the commencement of the Exclusive Lease Period, by the 15th calendar day of the month following the month of service.

5.5.4 Payment to Contractor shall be made on an arrears basis, within 15 days of receipt of the invoice and upon acceptance of completed work by the District, provided that the Contractor is not in default under any provisions of this Contract. Contractor shall email one (1) copy of the invoice to the following:

1. Robert.Gaylor@fire.lacounty.gov, Jon.OBrien@fire.lacounty.gov, Tom.Sullivan@fire.lacounty.gov, Tammy.Hasert@fire.lacounty.gov, Mike.Tsao@fire.lacounty.gov for review and approval of all invoices; and

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

The Contractor’s invoices shall include the following:

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

5.5.5 District Approval of Invoices

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

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

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

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

5.7 Travel

All travel related costs are the responsibility of the Contractor. Excluding direction by the District for the Contractor to mobilize to a location other than the Base of Operations defined in 8.6.3, the District will not be responsible for paying or reimbursing Contractor for any travel related costs.

6 NOTICES

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

<table>
<thead>
<tr>
<th>For District:</th>
<th>For Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Gaylor, Battalion Chief</td>
<td>Wayne Coulson President &amp; CEO</td>
</tr>
<tr>
<td>Barton Heliport</td>
<td>4890 Cherry Creek Road Port Alberni,</td>
</tr>
<tr>
<td>12605 Osbourne St.</td>
<td>BC Canada V9Y 8E9</td>
</tr>
<tr>
<td>Pacoima, CA 91331</td>
<td>Fax: (250) 723-7766</td>
</tr>
<tr>
<td>Phone: 818-890-5777</td>
<td>Email: <a href="mailto:wayne.coulson@coulsongroup.com">wayne.coulson@coulsongroup.com</a></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Robert.gaylor@fire.lacounty.gov">Robert.gaylor@fire.lacounty.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

7 STANDARD TERMS AND CONDITIONS

7.1 Amendments

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

7.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County’s Board of
Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be, mutually agreed to by both the District and Contractor, prepared and executed by the Contractor and by the Fire Chief or his designee.

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

7.2 Assignment and Delegation/Mergers or Acquisitions

7.2.1 The Contractor shall notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.

7.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.

7.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an
assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

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

7.3 Authorization Warranty

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

7.4 Complaints

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

7.4.2 Complaint Procedures

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

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

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

Contractor shall provide an immediate response, regardless of operating business hours.
7.4.2.2 For other matters that do not pose immediate health and safety risks nor are they an emergency, District shall contact:

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

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

Contractor shall provide response within two (2) business days.

7.4.2.3 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

7.4.2.6 The Complaint Process as stated under 7.4.2 is available for any complaints not otherwise stated herein.

7.5 Compliance with Applicable Law

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, reasonable defense costs and legal fees, arising from, connected with, or
related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, regulations. Any legal defense pursuant to contractor’s indemnification obligations under Paragraph 7.6 (Compliance with Applicable Law) shall be conducted by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. County shall be entitled to retain its own counsel, including, without limitation, County Counsel and reserves its right to seek reimbursement from Contractor for all such reasonable costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

7.6 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 shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor’s EEO Certification.

7.7 Conflict of Interest

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

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

7.8 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

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

7.9 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

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

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

7.10 District’s Quality Assurance Plan
The District or its agent(s) will monitor the Contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor’s compliance with all Contract terms and conditions. Material breach of Contract terms and conditions, if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the Contractor. If remedy of the breach, does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

7.11 Damage to District Facilities, Buildings or Grounds

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

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

7.12 Employment Eligibility Verification

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

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

7.13 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

7.14 Fair Labor Standards

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

7.15 Force Majeure

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

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

7.15.3 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.

7.16 Governing Law, Jurisdiction, and Venue

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

7.17 Independent Contractor Status

7.17.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.17.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

7.17.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the
Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

7.18 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnities) from and against any and all liability caused by Contractor, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Contract or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of such party set forth or provided in this Section 7.18 shall survive the expiration or termination of this Contract for any reason whatsoever.

The District shall indemnify, defend and hold harmless the Contractor from and against any and all liability caused by District, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract due to breach, action, inaction, misrepresentation, or direction by District related to the performance or support of the operations contemplated herein that results in any claim(s) against Contractor; provided that District shall have no obligation to indemnify for such loss or damage arising from fraud, reckless disregard, sole negligence or willful misconduct of the Contractor and its indemnitees. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Contract or otherwise, the indemnification agreements, obligations and liabilities of any kind whatsoever of such party set forth or provided in this Section 7.18 shall survive the expiration or termination of this Contract for any reason whatsoever.

7.19 General Provisions for all Insurance Coverage

7.19.1 Without limiting Contractor’s indemnification of District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 7.19 and 7.20 of this Contract. These minimum
insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

7.19.2 Evidence of Coverage and Notice to District

7.19.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s Aviation General Liability and Aircraft Liability policy(ies) solely with respects to liability arising from the operations of Contractor, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.

7.19.2.2 Renewal Certificates shall be provided to District prior to contractor’s policy expiration dates

7.19.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage and the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000).

7.19.2.4 Neither the District’s failure to obtain, nor the District’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be
7.19.2.5 Certificates and copies of any required endorsements shall be sent to:

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

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

7.19.3 Additional Insured Status and Scope of Coverage

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

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

7.19.5 Failure to Maintain Insurance

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

7.19.6 Insurer Financial Ratings

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

7.19.7 Contractor’s Insurance Shall Be Primary

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

7.19.8 Waivers of Subrogation

To the fullest extent permitted by law and to the extent of the indemnification provisions stated in Paragraph 7.18, the contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance
for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. This waiver does not apply to sole or willful negligence of the County.

7.19.9 Deductibles and Self-Insured Retentions (SIRs)

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

7.19.10 Claims Made Coverage

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

7.19.11 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.

7.19.12 Separation of Insureds

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

7.19.13 Alternative Risk Financing Programs

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

7.19.14 District Review and Approval of Insurance Requirements

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

7.20 Insurance Coverage

7.20.1 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

7.20.2 Aviation Comprehensive General Liability

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

- Premises and Contractual Liability:
  - $50 million/occurrence
- Products/Completed Operations:
  - $50 million/occurrence/annual aggregate
- Personal Injury:
  - $25 million/offense/annual aggregate

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

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

7.20.4 **Aircraft Physical Damage (aka Hull) Coverage**

Insurance for aircraft physical damage (aka hull), coverage, including the standard war, hi-jacking and other perils write-back endorsement, for each Helitanker (including all parts and equipment used in connection with said Helitanker, whether attached or detached) in an amount not less than the market value, and shall notify District, in writing, of said coverage prior to commencing services under this Contract.

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

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

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

7.22 Nondiscrimination and Affirmative Action

7.22.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

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

7.22.4 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.

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

7.22.6 If the District finds that any provisions of this Paragraph 7.22 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the contractor has violated the anti-discrimination provisions of this Contract.

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

7.23 Non Exclusivity

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

7.24 Notice of Delays

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

7.25 Notice to Employees Regarding the Safely Surrendered Baby Law

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

7.26 Prohibition Against Inducement or Persuasion

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

7.27 Public Records Act

7.27.1 Any documents submitted by the contractor; all information obtained in connection with the District’s right to audit and inspect the contractor’s documents, books, and accounting records pursuant to Paragraph 7.29 (Record Retention and Inspection-Audit Settlement) of this Contract; All such documents may become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret,” “confidential,” or “proprietary.” The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.27.2 The District will immediately notify Contractor should any of Contractor's records become subject to the Public Records Act. Contractor, within five (5) business days, provide to the District objections to the production of the records and/or recommendations for redactions, and shall provide the legal basis for the records' exemption. The District will, in good faith, work with Contractor to determine whether any such records are exempt from production under the Public Records Act.

7.27.3 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret,” “confidential,” or “proprietary,” the contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable
attorney’s fees, in action or liability arising under the Public Records Act.

7.28 Publicity

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

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

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

7.28.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 7.28 (Publicity) shall apply.

7.28.3 The District, by approval of its governing board, the County of Los Angeles Board of Supervisors, may grant the Contractor a temporary license to display the County of Los Angeles logo and District insignia (collectively "District Logo") on the Contractor's aircraft, for the duration of this Contract and during any extensions mutually agreed upon. The license does not include Contractor's use of District Logo for commercial marketing, reproduction, merchandising or commercial distribution. The District, through the County, retains all proprietary rights to the District Logo. Contractor shall not directly or indirectly contest or impair District's rights to the District Logo and Contractor's license to use District Logo shall terminate at the time of the termination of this
Contract. Any merchandising, or commercial marketing using the District Logo is subject to negotiation and new agreement between District and Contractor.

7.29 Record Retention and Inspection-Audit Settlement

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

7.29.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then if notified by the District, the Contractor shall file a copy of such audit report with the County’s Department of Auditor-Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall maintain the confidentiality of such audit report(s) as defined in Exhibit H, Contractor Acknowledgement and Confidentiality Agreement. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 7.29 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

7.30 Recycled Bond Paper

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

7.31 Termination for Default

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

7.31.1.1 Contractor has materially breached this Contract; or

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

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

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

7.31.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 7.31.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those
so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services.

7.31.3 The contractor shall not be liable for any such excess costs of the type identified in Paragraph 7.31.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor.

7.31.4 If, after the District has given notice of termination under the provisions of Paragraph 7.31 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 7.31 (Termination for Default) or that the default was excusable under the provisions of subparagraph 7.31.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 7.32 (Termination for Improper Consideration).

7.31.5 The rights and remedies of the District provided in this Paragraph 7.31 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

7.31.6.1 District has materially breached this Contract; or

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

7.32 Termination for Improper Consideration

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

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

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

7.33 **Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor’s performance hereunder or by any provision of this Contract during any of the District’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Contract in the District’s Budget for each such future fiscal year. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

7.34 **Validity**

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

7.35 **Waiver**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 7.35 shall not be
exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.36 **Warranty Against Contingent Fees**

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

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

7.37 **Compliance with County’s Zero Tolerance Policy on Human Trafficking**

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

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

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

7.38 **Compliance with Fair Chance Employment Practices**

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

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

7.40 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person
vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

   a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

   b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

   c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

8 UNIQUE TERMS AND CONDITIONS

8.1 Limitation on Corporate Acts

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

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

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

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

8.1.2.3 Terminate this Contract pursuant to Paragraph 7.31 (Termination for Default).

8.2 Modifications

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

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

8.4 Aircraft

8.4.1 Delivery and Acceptance

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

8.4.2 Selection of Aircraft

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

8.4.3 Title

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

8.4.4 Public Aircraft

8.4.4.1 Status of Operations as Public Aircraft Operations.

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

8.4.4.2 Public Aircraft Determination

The District shall provide the Contractor with the Public Aircraft Declaration and otherwise
cooperate with Contractor in providing any additional documentation or declarations as may be requested by the FAA or such other government agency whether Federal or State with jurisdiction over the operations contemplated in this Public Aircraft Agreement. Upon receipt of the Public Aircraft Declaration signed by the District, Contractor shall, in advance of any operation of any flight under this Public Aircraft Agreement, notify the FAA Flight Standards District Office having oversight of the operations under this Public Aircraft Agreement that it has contracted with the District to conduct eligible public aircraft operations, and submit the Public Aircraft Declaration. Notwithstanding any other provision herein, Contractor shall not and shall not be required to perform any operations under this Public Aircraft Agreement prior to receipt by Contractor of the Public Aircraft Declaration and submission of the same to the FAA.

8.5 Crew and Pilot Requirements

8.5.1 Crew Operation

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

8.5.2 Pilot Requirements

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

8.5.3 Mechanic Requirements
Contractor shall provide four qualified and/or certified (3) mechanics for operation by the Aircraft during Day Operations and four (2) mechanics for operations of the Aircraft during Night Operations.

8.5.4 Ground Crew Requirement

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

8.6 SCOPE OF WORK AND FLIGHTS

8.6.1 Flight Missions

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

8.6.2 Aircraft Maintenance and Airworthiness

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

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

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

8.7 WORK AUTHORIZATION

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

8.7.1 Intent, Approval and Factors Considered for Utilization of Helitanker

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

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

8.8 DELAY OF SERVICE

8.8.1 In the event the Helitanker is unavailable for the scheduled Commencement Date, the Daily Rental Payment amounts and associated days of service will be deferred to the end of the term.
8.8.2 If during the Exclusive Lease Period as described in Exhibit B, the Helitanker is unavailable, the Contractor will immediately notify the District of the issue and advise of the plan to remediate. The Contractor has a one (1) hour grace period to remedy the delay prior to alternate actions being required.

8.8.3 In the event the remedy for the delay is greater than one (1) hour, the Contractor will credit the District the Daily Rental Payment on the Helitanker. The credit for delay of service will be prorated on a twenty four (24) hour day.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this ___ day of __________, 2022.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By ________________________________
Fire Chief

By ________________________________
Contractor
Signed: __________________________

Printed: __________________________

Title: _____________________________

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____________________________
    Senior Deputy County Counsel
This Exhibit B, “Pricing Sheet”, contains business, financial and/or technical information that is PROPRIETARY & CONFIDENTIAL to the service provider.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Coulson Aviation (USA) Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>610 SW Alder St STE 910</td>
</tr>
<tr>
<td>City</td>
<td>Portland</td>
</tr>
<tr>
<td>State</td>
<td>Oregon</td>
</tr>
<tr>
<td>Zip</td>
<td>97205</td>
</tr>
<tr>
<td>Phone #</td>
<td>250 720 5728</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Britton.coulson@coulsongroup.com">Britton.coulson@coulsongroup.com</a></td>
</tr>
<tr>
<td>LA County WEBVEN Vendor #</td>
<td>201451</td>
</tr>
</tbody>
</table>

**AIRCRAFT FLIGHT HOUR RATE:**

*Helitanker:*

Total cost per hour for Aircraft Flight, for the CH-47D, eight thousand dollars ($8,400.00) per flight hour including fuel.

**DAILY RENTAL RATE:**

*Helitanker:*

One (1) CH-47D Very Large Helitanker (VLHT) with FAA Registration Mark N43CU and manufacturer’s serial number 90-0182 & support (fuel truck, etc.), with a daily standby (24-hours) rate of thirty-two thousand dollars ($33,600) per day.

*BlazeTamer Gel:*

Total cost per gallon (need to obtain pricing from vendor)

**DAILY RENTAL RATE:**

Total cost per mile for large vehicle mileage (fuel truck, bus, service trailer) per mile is $4.43.

**EXCLUSIVE LEASE PERIOD:**

The lease period is for an initial period of one hundred and fifty (165) days after the Commencement Date, with a option to extend as mutually agreed upon, or commencing on a date the Contractor and District mutually agree upon within the Contract year.

***********************************************************************************************************

HOA.103237737.1
EXHIBIT B - PRICING SHEET & EXCLUSIVE LEASE PERIOD
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT

All costs are intended to include all services and deliverables specified in the Contract. Pricing rates listed above must be reflected on invoices submitted for payment. Any applicable sales tax on any products, parts, or materials shall be identified and added to the cost separately. All amounts are payable in U.S. Dollars.

Print Name: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________
| **BOARD LETTER/MEMO**  
**CLUSTER FACT SHEET** |
|------------------------|

<table>
<thead>
<tr>
<th><strong>CLUSTER AGENDA REVIEW DATE</strong></th>
<th>6/15/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOARD MEETING DATE</strong></td>
<td>6/28/2022</td>
</tr>
<tr>
<td><strong>SUPERVISORIAL DISTRICT AFFECTED</strong></td>
<td>☑️ All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th</td>
</tr>
<tr>
<td><strong>DEPARTMENT(S)</strong></td>
<td>Sheriff</td>
</tr>
<tr>
<td><strong>SUBJECT</strong></td>
<td>Request approval of the Metrolink Contract</td>
</tr>
<tr>
<td><strong>PROGRAM</strong></td>
<td>Law Enforcement Services</td>
</tr>
<tr>
<td><strong>AUTHORIZES DELEGATED AUTHORITY TO DEPT</strong></td>
<td>☑️ Yes ☐ No</td>
</tr>
<tr>
<td><strong>SOLE SOURCE CONTRACT</strong></td>
<td>☐ Yes ☐ No N/A</td>
</tr>
</tbody>
</table>

If Yes, please explain why: 

<table>
<thead>
<tr>
<th><strong>DEADLINES/ TIME CONSTRAINTS</strong></th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COST &amp; FUNDING</strong></td>
<td></td>
</tr>
<tr>
<td>Total cost:</td>
<td>$53,816,490.13</td>
</tr>
<tr>
<td>Funding source:</td>
<td>Metrolink (SCCRA)</td>
</tr>
<tr>
<td>TERMS (if applicable):</td>
<td>July 1, 2022-June 30, 2027</td>
</tr>
</tbody>
</table>

Explanation: This is a three year contract with two one year options. There is no net county cost to the County. 

| **PURPOSE OF REQUEST**          | Seek approval of Metrolink (SCRRA) Transit Law Enforcement Services throughout the Metrolink system and rights of way. |
| **BACKGROUND**                  | This agreement allows the Sheriff's Department to provide law enforcement services for the Metrolink passenger train services. Services are provided in a daily basis, and costs are fully offset by Metrolink. There is no net county cost. |
| **EQUITY INDEX OR LENS WAS UTILIZED** | ☐ Yes ☑️ No |

If Yes, please explain how: 

| **SUPPORTS ONE OF THE NINE BOARD PRIORITIES** | ☑️ Yes ☐ No |

If Yes, please state which one(s) and explain how: As part of the Board’s commitment to the County, approval of the recommended action would enhance the County’s Strategic Plan, Goal 3, Ill.3, Operational Effectiveness/Fiscal Sustainability; by maintaining a law enforcement presence throughout the Metrolink (SCRRA) system. 

| **DEPARTMENTAL CONTACTS**       | Name, Title, Phone # & Email: Ruben Macias, Sergeant, 213-229-1647, remacias@lasd.org |
June 28, 2022

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:

APPROVE LAW ENFORCEMENT SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff’s Department (Department) seeks delegated authority for the Sheriff to execute Law Enforcement Services Agreement Number SP545-22 (Agreement) with the Southern California Regional Rail Authority (SCRRA) for the term of the Agreement from July 1, 2022, through June 30, 2025, with two one-year option periods.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent of the County, to execute the Agreement, substantially similar to the attached Agreement, with SCRRA for the term from July 1, 2022, through June 30, 2025, with two one-year option periods, at a total contract cost not to exceed $53,816,490.13.

2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement to exercise the option years and extend the term of the Agreement through June 30, 2027.
3. Delegate authority to the Sheriff, or his designee, to execute any and all amendments to the Agreement, including those that increase or decrease the contract amount and/or modify the scope of services as requested by SCERRA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to request delegated authority for the Sheriff, or his designee, to execute the Agreement to continue to provide SCRRA with law enforcement services (Services) for an additional three years from July 1, 2022, through June 30, 2025, with two one-year option periods. The Agreement was approved by the SCRRA Board on April 22, 2022.

The Agreement with SCRRA has provided benefits to the County and the entire Southern California region as a whole, primarily resulting in greater visibility and faster response times to Metrolink train incidents. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime, as a result of serving SCRRA within the County and Southern California region.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 3, III.3, Operational Effectiveness/Fiscal Sustainability; by maintaining a law enforcement presence throughout the SCRRA system.

FISCAL IMPACT/FINANCING

None. SCRRA shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for Fiscal Year (FY) 2022-23. The Agreement specifies that the billing rates are adjusted at the beginning of every FY as determined by the Auditor-Controller, pursuant to policies and procedures adopted by the Board. Taking into account the adjusted billing rates for each FY, the total contract cost shall not exceed $53,816,490.13 for the period from July 1, 2022, through June 30, 2025.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has an initial term from July 1, 2022, through June 30, 2025, with two one-year option periods. The Department seeks delegated authority for the Sheriff to
execute amendments to exercise the option periods. The Agreement provides for mutual indemnification.

The attached Agreement has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This Agreement will continue the quality of Services and public safety to the citizens who rely on SCRRRA for transportation within the County and Southern California region. Both the County and SCRRRA benefit from the collaborative effects by utilizing County resources in the most efficient manner. There are no anticipated negative impacts in the County.

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department’s Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF
c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau
Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Ruben E. Macias, Sergeant, Contract Law Enforcement Bureau
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
(Contract Law – SCRRA Law Enforcement Services 06-28-22)
CONTRACT NO. SP545-22

LAW ENFORCEMENT SERVICES
CONTRACT

Between

County of Los Angeles Sheriff's Department
211 W. Temple Street, 7th Floor
Los Angeles, CA 90012

Project Manager:
Sergeant Ruben Macias
Contract Manager
Telephone: (213) 229-1636
Email: REMacias@lasd.org

CONTRACT NO. SP545-22 for

LAW ENFORCEMENT SERVICES

Awarded: April 22, 2022

Contract Amount: $53,816,490.13

And

Southern California Regional Rail Authority
900 Wilshire Blvd, Suite 1500
Los Angeles, CA 90017

Authority Project Manager:
Name: Tinh Quach
Title: Manager II, Security
Telephone: (213) 494-8386
Email: QuachT@scrra.net

Contract Administrator:
Name: Angelos Kastrisianakis
Title: Principal Contract & Compliance Administrator
Telephone: (213) 452-0215
Email: KastrisianakisA@scrra.net
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECITALS</td>
<td>1</td>
</tr>
<tr>
<td>1. SCOPE OF WORK</td>
<td>1</td>
</tr>
<tr>
<td>2. PERIOD OF PERFORMANCE</td>
<td>2</td>
</tr>
<tr>
<td>3. PAYMENT</td>
<td>2</td>
</tr>
<tr>
<td>4. AUDIT AND INSPECTION RECORDS</td>
<td>3</td>
</tr>
<tr>
<td>5. NOTIFICATION</td>
<td>3</td>
</tr>
<tr>
<td>6. AUTHORITY AND CONTRACTOR’S REPRESENTATIVES</td>
<td>4</td>
</tr>
<tr>
<td>7. TERMINATION FOR CONVENIENCE</td>
<td>4</td>
</tr>
<tr>
<td>8. TERMINATION FOR BREACH OF CONTRACT</td>
<td>5</td>
</tr>
<tr>
<td>9. ASSIGNMENT</td>
<td>5</td>
</tr>
<tr>
<td>10. SUBCONTRACTING</td>
<td>6</td>
</tr>
<tr>
<td>11. INDEPENDENT CONTRACTOR</td>
<td>6</td>
</tr>
<tr>
<td>12. INSURANCE</td>
<td>6</td>
</tr>
<tr>
<td>13. INDEMNITY</td>
<td>7</td>
</tr>
<tr>
<td>14. REVISIONS IN SCOPE OF WORK</td>
<td>9</td>
</tr>
<tr>
<td>15. RIGHTS IN TECHNICAL DATA</td>
<td>9</td>
</tr>
<tr>
<td>16. OWNERSHIP OF REPORTS AND DOCUMENTS</td>
<td>9</td>
</tr>
<tr>
<td>17. NOT USED</td>
<td>9</td>
</tr>
<tr>
<td>18. DISPUTE RESOLUTION AND SUBMITTAL OF CLAIMS BY CONTRACTOR</td>
<td>10</td>
</tr>
<tr>
<td>19. EQUAL OPPORTUNITY</td>
<td>10</td>
</tr>
<tr>
<td>20. STANDARD OF PERFORMANCE</td>
<td>10</td>
</tr>
<tr>
<td>21. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL</td>
<td>11</td>
</tr>
<tr>
<td>AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES</td>
<td></td>
</tr>
<tr>
<td>22. DISQUALIFYING POLITICAL CONTRIBUTIONS</td>
<td>11</td>
</tr>
<tr>
<td>23. COMPLIANCE WITH LAW</td>
<td>11</td>
</tr>
<tr>
<td>24. COMPLIANCE WITH LOBBYING POLICIES</td>
<td>11</td>
</tr>
<tr>
<td>25. PUBLIC RECORDS ACT</td>
<td>12</td>
</tr>
<tr>
<td>26. WAIVER/INVALIDITY</td>
<td>12</td>
</tr>
<tr>
<td>27. FORCE MAJEURE</td>
<td>12</td>
</tr>
<tr>
<td>28. GOVERNING LAW</td>
<td>13</td>
</tr>
<tr>
<td>29. APPLICABILITY OF FEDERAL GRANT CONTRACT</td>
<td>13</td>
</tr>
<tr>
<td>30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS</td>
<td>13</td>
</tr>
<tr>
<td>31. FEDERAL FUNDING LIMITATION</td>
<td>13</td>
</tr>
<tr>
<td>32. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES</td>
<td>13</td>
</tr>
</tbody>
</table>

CONTRACT NO. SF545-22

AWARDED: 22/04/2022
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP545-22

LAW ENFORCEMENT SERVICES

This Contract is made and entered into as of the day of its execution (see signature page) by and between the Southern California Regional Rail Authority (hereinafter referred to as "Authority") and County of Los Angeles Sheriff's Department (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Authority is a joint powers Authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Contract entitled "Attachment A - Scope of Work" (the "Services");

WHEREAS, the Contractor is a public law enforcement entity currently providing law enforcement services in a jurisdiction within the State of California;

WHEREAS, the Contractor has indicated it is qualified to perform the Services and (1) has reviewed all the available data furnished by the Authority pertinent to the Services to be rendered; (2) has inspected and reviewed the Services to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Contract for the compensation and in accordance with the terms, requirements and conditions herein specified;

1. SCOPE OF WORK

The Contractor will perform the Services and related tasks as described in Attachment A - Scope of Work attached hereto and is incorporated by reference into and made a part of this Contract.

This is a non-exclusive Contract, whereby the Authority may, at its sole discretion, augment or supplant the Services with its own forces or forces of another contractor or entity. The Contractor will cooperate fully with the Authority's staff or other contractor or entity that may be providing similar or the same Services for the Authority. Should the Contractor encounter a situation the Contractor believes may result in an actual or apparent conflict of interest or impinge upon the Contractor's independence, the Contractor will proceed in accordance with Exhibit 1.
2. PERIOD OF PERFORMANCE

The period of performance will be for three years from July 1st, 2022 ("Effective Date"), plus two one-year options, each to be exercised at the sole discretion of the Authority, unless earlier terminated pursuant to the provisions of this Contract.

3. PAYMENT

A. For the Contractor's full and complete performance of its obligations under this Contract, the Authority will pay the Contractor in accordance with the Price Proposal, and subject to the maximum cumulative payment obligation.

The Authority's maximum cumulative payment obligation under this Contract will not exceed $53,816,490.13, including all amounts payable to the Contractor for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.

B. Invoicing

The Contractor will invoice the Authority monthly no later than the 15th of each month. The Contractor will furnish information as may be requested by the Authority to substantiate the validity of an invoice.

The Contractor will submit an electronic copy of the invoice to accounts payable@screra.net; and cc the Project Manager. Should the Contractor not be able to transmit the invoice electronically, the original of the invoice should be forwarded to Accounts Payable and one copy of the invoice may be forwarded to the Chief Finance Officer at the address:

Southern California Regional Rail Authority
900 Wilshire Blvd, Suite 1500
Los Angeles, CA 90017

Each invoice will include the following information:

- Contract Agreement number
- CTO identification number (If applicable)
- Purchase Order number
- Detail description of the services rendered
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by the Authority

B. Payment

The Authority will remit payment within 30 calendar days of approval of the invoices by the Authority's Project Manager.
At its sole discretion, Authority may decline to make full payment for any Services until such time as the Contractor has documented, to the Authority's satisfaction, that the Contractor has fully completed all required Services.

In the event the Authority should overpay the Contractor, such overpayment will not be construed as a waiver of the Authority's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of the Authority the Contractor will immediately reimburse the Authority the entire overpayment.

If such payment is not delivered to the Contractor's office which is described on said invoice within sixty (60) calendar days after the date of the invoice, Contractor is entitled to recover interest thereon except for disputed amounts. For all disputed amounts, Authority shall provide Contractor with written notice of dispute within 10 calendar days after receipt of invoice.

The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 calendar days after the dispute resolution is memorialized.

Interest shall be at the rate of 10% per annum or any portion thereof, calculated from the day of the month in which the Services were invoiced, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

4. AUDIT AND INSPECTION RECORDS

The Contractor agrees that the Authority or any duly authorized representative will have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Contract. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by the Contractor for a period of three years after completion of this Contract unless the Authority's written permission is given to dispose of material prior to this time. The foregoing will not include access to workpapers by the audited entity, as such access could impair the effectiveness of the audit work plan.

5. NOTIFICATION

All notices hereunder concerning this Agreement and the services to be performed shall be electronically transmitted, or physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the Authority:
Southern California Regional Rail Authority
900 Wilshire Blvd, Suite 1500
Los Angeles, CA 90017
Attn: Angelos Kastrisianakis
    Principal Contract & Compliance Administrator

To the Contractor:
Contract Law Enforcement Bureau
211 W. Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Sgt. Ruben Macias
    Contract Manager
6. AUTHORITY AND CONTRACTOR’S REPRESENTATIVES

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. Each party represents and warrants to the other that the execution and delivery of this Contract and the performance of such party’s obligations hereunder have been duly authorized and that the Contract is a valid and legal obligation, binding on such party and enforceable in accordance with its terms.

Contractor’s Key Personnel

The following are the Contractor’s key personnel, shown with their roles in the Services to be provided:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack W. Ewell</td>
<td>Chief</td>
</tr>
<tr>
<td>Bobby Wyche</td>
<td>Commander</td>
</tr>
<tr>
<td>Thomas A. Giandomenico</td>
<td>Commander</td>
</tr>
<tr>
<td>Edward C. Wells</td>
<td>Captain</td>
</tr>
</tbody>
</table>

The Authority awarded this Contract to the Contractor based on the Authority’s confidence and reliance on the expertise of the Contractor’s key personnel described above. The Contractor will not reassign key personnel or assign other personnel to key personnel roles until the Authority approves a replacement in writing.

7. TERMINATION FOR CONVENIENCE

A. The Authority may terminate this Contract for the Authority’s convenience at any time by giving the Contractor not less than ten days written notice thereof. Upon receipt of said notice, the Contractor will immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The Authority will pay the Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the Contractor to effect such termination.

B. The Contractor may terminate this Contract for the Contractor’s convenience at any time by giving the Authority not less than one-year written notice thereof. The Authority will pay the Contractor its reasonable and allowable costs for Services through the effective date of termination.

C. Following a termination for convenience by either Party and the payment of amounts specified above, neither party will have any further claims against the other under this Contract. All finished or unfinished documents and materials procured for or produced under this Contract will become Authority’s property upon date of such termination.
8. TERMINATION FOR BREACH OF CONTRACT

A. If the Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the Authority may give the Contractor written notice of such default. If the Contractor does not cure such default or provide a plan to cure such default which is acceptable to the Authority within the time permitted by the Authority, then the Authority may terminate this Contract due to the Contractor’s breach of this Contract.

B. If a federal or state proceeding for relief of debtors is undertaken by or against the Contractor, or if the Contractor makes an assignment for the benefit of creditors, then the Authority may immediately terminate this Contract.

C. If the Contractor violates Article titled COMPLIANCE WITH LOBBYING POLICIES, then the Authority may immediately terminate this Contract.

D. In the event the Authority terminates this Contract as provided in this Article, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, Services similar in scope and level of effort to those so terminated, and the Contractor will be liable to the Authority for all its costs and damages, including, but not limited, any excess costs for such Services.

E. All Deliverables produced or procured under this Contract will become the Authority property upon date of such termination as specified within Article 8 titled TERMINATION FOR CONVENIENCE.

F. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Article 7, TERMINATION FOR CONVENIENCE.

G. The rights and remedies of the Authority provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9. ASSIGNMENT

This Contract any interest herein or claim hereunder, may not be assigned by the Contractor either voluntarily or by operation of law, nor may all or any part of this Contract be subcontracted by the Contractor, without the prior written consent of the Authority. Consent by the Authority will not be deemed to relieve the Contractor of its obligations to comply fully with all terms and conditions of this Contract.
10. SUBCONTRACTING

The Authority hereby consents to the Contractor's subcontracting of portions of the services to the parties identified below for the functions described in the Contractor's proposal. The Contractor will include in each subcontract agreement the stipulation that the Contractor, not the Authority, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor will have no claim, and will take no action against the Authority, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by the Contractor.

<table>
<thead>
<tr>
<th>Subcontractors' Names and Addresses</th>
<th>Services to Be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

11. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Authority in the performance of this Contract is that of an independent contractor. The Contractor's personnel performing Services under this Contract will always be under the Contractor's exclusive direction and control and will be employees of the Contractor and not employees of the Authority. The Contractor will pay all wages, salaries and other amounts due its employees in connection with this Contract and will be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

Contractor shall perform and exercise, and will require its Subcontractors/ Suppliers to perform and exercise, due professional care and competence in the performance under this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that Authority will be relying upon Contractor's professional competency.

12. INSURANCE

Throughout the duration of this Contract, the selected Contractor must maintain the following insurance, which will be full-coverage insurance. The Contractor will not of its own initiative cause such insurance to be canceled or materially charged during the course of this Contract.

A. Commercial General Liability to include products/completed operations, independent contractor, contractual liability, advertising injury, and personal injury liability with limits of liability of not less than $10,000,000 per occurrence and $10,000,000 annual aggregate.

B. Automobile Liability with combined single limits for Bodily Injury and Property Damage of $10,000,000 per occurrence and $10,000,000 annual aggregate.

C. Workers' Compensation Insurance with the limits established and required by the State of California.
D. Employer’s Liability with limits of $10,000,000 per occurrence.

"Occurrence," as used herein, means any event or related exposure to conditions which result in bodily injury or property damage.

Within 10 days after receiving Notice of Award, the Contractor will furnish an endorsement to the Contract & Compliance Administrator showing the required insurance coverages for the Contractor and further providing that:

1. The Authority and its Member Agencies, and their officers, directors, employees, and agents are named as an additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance hereunder.

2. The coverage will be primary and noncontributory as to any other insurance with respect to liability hereunder.

3. Thirty days prior written notice of cancellation or of material change in coverage will be given to the Authority by endorsement.

Any deductibles or self-insured retentions (SIR) must be declared to and approved in writing by the Authority. If the Authority agrees in writing to a deductible or self-insured retention, then in the event of any claims or suits which may arise for which the Authority seeks coverage under such policy as an additional insured, proposer will satisfy such deductible or self-insured retention to the extent of any loss covered by such policy arising from or connected with any alleged act or omission of proposer, its officers, directors, employees, agents, Subcontractors, or suppliers, even if proposer is not a named defendant in the lawsuit. Proposer’s policies will neither obligate nor prohibit the Authority or any Additional Insured, from paying any portion of any proposer deductible or SIR.

As an alternative to one or more insurance coverage required by this RFP, the Authority may accept a program of self-insurance which is maintained by Contractor in the ordinary course of its operations, not specific to this Contract, and fully compliant with California law.

13. INDEMNITY

The Contractor will indemnify, defend and hold harmless the Authority, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys’ fees), claims, causes of action, and lawsuits for damages of any nature whatsoever for bodily injury, death, personal injury or property damage (including property of the Contractor) arising from or connected with any alleged act and/or omission of the Contractor, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity will survive termination of this Contract and/or final payment thereunder. The Contractor has no obligation to indemnify the Authority from any claims resulting solely from acts or omissions of the Authority.
Notwithstanding anything contained or stated elsewhere, the Contractor shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party, (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly by a criminal or tortious act of anyone other than the Contractor, its officers, directors, employees, agents, sub-contractors or suppliers while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by the Contractor, its officers, directors, employees, agents, subcontractors, or suppliers to perform the Services under this Agreement.

The parties acknowledge and agree that Attachment A, Scope of Services, provides a general description of the law enforcement services to be provided under this Agreement. The Authority understands and agrees that the law enforcement services provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular location, more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. The Contractor shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by the Authority and agreed to by the Contractor.

Notwithstanding anything contained herein, the Contractor’s obligations hereunder to the Authority or any Indemnified Party shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provisions were incorporated in full in this Agreement and made applicable to the Authority and all Indemnified Parties.

Any obligation by Contractor or Authority to provide defense or indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section. The procedure in Section 18, Dispute Resolution and Submittal of Claims by Contractor, shall not apply to the final determination in the first sentence of this subparagraph.

The Authority shall indemnify, defend and hold harmless the Contractor, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys’ fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the Authority) arising from or connected with any alleged act and/or omission of the Authority, its officers, directors, employees, agents, sub-contractors or suppliers.

It is the intent of the parties of this Agreement that nothing herein shall impose, nor shall be interrupted to impose, on the Contractor any liability for injuries or death to any Contractor employee greater than the liability imposed pursuant to the provisions of the worker’s compensation laws.
This Section 13, Indemnity, shall not be subject to Section 18, Dispute Resolution and Submittal of Claims by Contractor, of this Agreement.

This Section 13, Indemnity, shall survive termination of this Agreement and/or final payment thereunder.

14. REVISIONS IN SCOPE OF WORK

By written notice or order, the Authority may, from time to time, order work suspension or make changes to this Contract. Changes in the Services will be mutually agreed to and incorporated into an amendment to this Contract. Upon execution of an amendment, the Contractor will perform the Services, as amended.

15. RIGHTS IN TECHNICAL DATA

No material or technical data prepared by the Contractor under this Contract is to be released by the Contractor to any other person or entity except as necessary for the performance of the Services or when required by law or legal process. All press releases or information concerning the Services that might appear in any publication or dissemination, including but not limited to newspapers, magazines, radio, television, and other electronic media outlets, will first be authorized in writing by the Authority within the following time limits from the related content submitted for approval to the Authority by the Contractor: a) for emergency incidents, 4 hours and b) for non-emergency incidents, 24 hours.

Except for the Contractor’s work papers, which will remain the exclusive property of the Contractor, all final reports and completed deliverables (which may include letters, documents, reports and other products and data produced under this Contract) and delivered to the Authority ("Deliverables"), will become the property of the Authority without restriction or limitation on their use, provided such use is in accordance with this Contract. Original copies of Deliverables will be delivered to the Authority upon completion of the work or termination of the work. The Contractor will be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the Authority except when disclosure is required by law or legal process.

16. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement will become the property of the Authority without restriction or limitation on their use and will be made available upon request to the Authority at any time. Original copies of Deliverables will be delivered to the Authority upon completion of the work or termination of the work. The Contractor will be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the Authority.

17. NOT USED
18. DISPUTE RESOLUTION AND SUBMITTAL OF CLAIMS BY CONTRACTOR

Prior to the filing of a claim or the commencement of any legal action, the parties agree to discuss and attempt to resolve, in good faith, any dispute or claim arising out of or relating to the Contract or the services provided thereunder. If, after good faith efforts, the parties are unable to resolve their dispute within 30 days, or as agreed to by both parties, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein will preclude the Contractor from filing a formal claim in accordance with applicable California law provided, however, that the Contractor will, if permitted, seek a tolling of any filing requirements during the pendency of any good faith discussions.

The Contractor will file all claims with the Authority’s Project Manager in writing within 30 days of the event or occurrence giving rise to the claim. The claim will be in sufficient detail to enable the Authority to ascertain the claim’s basis and amount, and will describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by the Contractor.

Even though a claim may be filed and/or in review by the Authority, the Contractor will continue to perform in accordance with this Contract.

19. EQUAL OPPORTUNITY

The Contractor will not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. The Contractor will take action to ensure that applicants and employees are treated without regard to the above.

20. STANDARD OF PERFORMANCE

The Contractor will perform and exercise and require its subcontractors to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Contract. The Contractor will be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that the Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards will constitute the “Standard of Performance” for purposes of this Contract. The provisions of this paragraph will survive termination or expiration of this Contract and/or final payment thereunder.

All workers will have sufficient skill and experience to perform the Services assigned to them. The Authority will have the right, at its sole discretion and after consultation with the Contractor, to require the removal of the Contractor’s personnel at any level assigned to the performance of the Services at no additional fee or cost to the Authority, if the Authority considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed
from performing Services under this Contract under this Article will not be re-assigned to perform Services under this Contract without the Authority’s prior written authority.

Recognizing the importance of both actual and apparent independence of the Contractor, nothing in this Contract is intended to impinge the independence of the Contractor. Should a situation arise through the performance of the services required by this Contract that the Contractor determines may create an actual or apparent lack of independence of the Contractor, the Authority expects the Contractor to bring it to the attention of the appropriate level of the Authority. The Authority and the Contractor will mutually develop a resolution of the situation that is satisfactory to both parties.

21. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with the Authority’s Ethics Policy, the Contractor will provide written notice to the Authority disclosing the identity of any individual who the Contractor desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the Authority, or (2) served as a Board Member/Alternate or an employee of the Authority within the previous 12 months of the date of the proposed employment or retention by the Contractor. The Contractor’s written notice will indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Contract.

22. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Contract, the Contractor will provide a written statement disclosing any contribution(s) of $250 or more made by the Contractor or its subcontractor within the preceding twelve months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of the Contractor or subcontractor.

23. COMPLIANCE WITH LAW

The Contractor will familiarize itself with and perform the Services required under this Contract in conformance with applicable requirements and standards of the Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by Services under this Contract. The Contractor will also comply with all applicable Federal, California and local laws and ordinances.

24. COMPLIANCE WITH LOBBYING POLICIES

The Contractor agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by the Authority in its Ethics Policy, it will comply or ensure that its Lobbying Firm and Lobbyist complies with the Authority’s Ethics Policy.
If the Contractor (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with the Authority’s Ethics Policy, such failure will be considered a material breach of this Contract and the Authority will have the right to immediately terminate or suspend this Contract.

25. PUBLIC RECORDS ACT

All records, documents, drawings, plans, specifications and other material relating to conduct of the Authority's business, including materials submitted by the Contractor in its proposal and during the course of performing the Services under this Contract, will become the exclusive property of the Authority and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. The Authority's use and disclosure of its records are governed by this Act.

The Authority will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. The Authority will accept materials clearly and prominently labeled ”TRADE SECRET” or ”CONFIDENTIAL” or ”PROPRIETARY” as determined by the Contractor. The Authority will endeavor to notify the Contractor of any request of the disclosure of such materials. Under no circumstances, however, will the Authority be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of the Authority or its officers, employees and/or the contractors.

In the event of litigation concerning the disclosure of any material submitted by the Contractor, the Authority's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. The Contractor, at its sole expense and risk, will be responsible for prosecuting or defending any action concerning the materials, and will defend, indemnify and hold the Authority harmless from all costs and expenses, including attorneys' fees, in connection with such action.

26. WAIVERINVALIDITY

No waiver of a breach of any provision of this Contract by either party will constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Contract. Failure of either party to enforce any provision of this Contract at any time will not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Contract will not void or affect the validity of any other provision.

27. FORCE MAJEURE

Performance of each and all the Contractor's and the Authority's covenants herein will be subject to such delays as may occur without the Contractor's or the Authority's fault from acts of God, strikes, riots, or from other similar causes beyond the Contractor's or the Authority's control.
28. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

29. APPLICABILITY OF FEDERAL GRANT CONTRACT

This Contract may be subject to one or more financial assistance contracts between Authority and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1F. The Contractor and its Subcontractors are required to comply with all terms and conditions prescribed for third party contracts in these documents. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this contract is established and may apply to this Contract. To assure compliance with changing federal requirements, acceptance of contract award indicates that the Contractor agrees to accept all changed requirements that apply to this Contract.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority request that would cause Authority to be in violation of the FTA terms and conditions.

31. FEDERAL FUNDING LIMITATION

Contractor understands that funds to pay for Contractor’s performance under this Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. A portion of the Authority's obligation hereunder may be payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FTA, the Authority may terminate or suspend Contractor’s services without penalty. The Authority shall notify Contractor promptly (no later than 15 days from the FTA notification is received by the Authority) in writing of the non-allocation, delay, or disapproval of funding.

32. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

33. FEDERAL CHANGES

In the event local, State or federal laws or regulations that were not announced or enacted at the time of the Contract award are enacted before performance of the Work and such laws or regulations make standards more stringent or compliance more costly under this Contract, the Contractor shall notify Authority in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the Contractor first becomes aware of the laws and regulations and prior to incurring any such expenses.

The Authority will make a determination as to whether the Contractor should be reimbursed for any such expenses or any time extensions should be granted.

The Contractor shall be deemed to have had notice of any federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the Contract award.

The Contractor shall, immediately upon becoming aware of any such imposition or change of requirement, provide the Authority with full and detailed particulars of the changes required in the Work and of cost involved therein, or shall be deemed to have waived any rights under this Article. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of contract award so as to make the Contractor's performance less expensive, or less difficult, then the Authority shall have the option either to require the Contractor to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the Work affected for all savings in direct costs which may be realized by the Contractor by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Contractor. The Authority shall give the Contractor notice of the Authority's determination, and anticipated savings.

34. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying
contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

36. FEDERAL LOBBYING RESTRICTIONS

Contractor certified in their Proposal that it has not and shall not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. Each and every Subcontractor at all tiers also certified to the tier above that it will not and has not used federal appropriated funds for such purpose. Each Contractor and Subcontractor at all tiers also disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the Authority.

The Contractor and Subcontractors at all tiers shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Contract; or

2. A change in the person(s) influencing or attempting to influence this federally funded Contract; or

3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Contract.
37. ENERGY CONSERVATION REQUIREMENTS

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6321 et seq.).

38. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report any violation of these requirements resulting from any project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

39. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

40. REQUIREMENTS OF AMERICANS WITH DISABILITIES ACT

The Contractor is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

a. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.


h. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

i. Any implementing requirements that the FTA may issue.

41. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to this Contract:

A. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR Parts 60 et seq.," (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

42. PROMPT PAY CLAUSE

The Authority has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to 49 CFR Part 26.29, The Authority will include the following clause in each U.S. DOT-assisted contract:

"Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Contractor receives from the Authority. The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by the Authority. Any delay or postponement of payment from the above referenced time frame may take place only for good cause and with the Authority’s prior written approval."

The Contractor shall incorporate this clause verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both DBE and non-DBE entities.

Any violation of the provisions listed above shall subject the violating Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor; deficient subcontractor performance and/or noncompliance by a subcontractor.

Failure to comply with this provision without prior approval from the Authority will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

43. DISADVANTAGED BUSINESS ENTERPRISE

A. Required Contract Assurance

The Contractor agrees to include the following assurance in all subcontracts at any tier:
The Contractor, the Authority or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding/proposing as non-responsible.

B. DBE Program Implementation Requirements

At the time of Agreement execution, the Contractor committed to utilize one or more Disadvantaged Business Enterprise ("DBE") entities in the performance of this U.S. DOT-assisted contract. The Contractor agrees to ensure that any DBE listed on the "Race-Neutral DBE Participation Commitment Form", will perform work and/or supply materials pursuant to original commitments, unless otherwise directed and/or approved by the Authority prior to the Contractor effectuating any changes to its DBE participation commitment.

The Contractor shall comply with all the requirements set forth in Attachment D entitled, "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR THE U.S. DOT-ASSISTED CONTRACTS," which is attached to, and incorporated herein by reference to this Agreement.

44. PREFERENCE FOR RECYCLED PRODUCTS

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for recycled products to be used in the work pursuant to the U.S. Environmental Protection Agency Guidelines at 40 CFR Part 247-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.

The Contractor should use both sides of paper sheets for copying and printing where practicable.

Credit for sale of scrap materials will be the actual amount, without markup or fee.
45. AUDIT AND INSPECTION OF RECORDS

A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor agrees that Authority or any duly authorized representative the U.S. Department of Transportation and the Comptroller General of the United States shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by Contractor for a period of three (3) years after final payment under this Agreement unless Authority’s written permission is given to dispose of material prior to this time.

B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the Subcontractor agrees that Authority, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly Authorized Representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor. The term "subcontract" as used in this Section excludes:

1. Purchase orders not exceeding $10,000.00 and

2. Subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

D. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly Authorized Representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

46. PRIVACY

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC §552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Contract includes the operation of a system of records on individuals to accomplish a government function, Authority and any Contractors, third-party Contractors, Subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Privacy Act, including the civil and criminal penalties
for violations of the Privacy Act, apply to those individuals involved. Failure to comply with the terms of the Privacy Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that require the design, development, or operation of a system of records on individuals subject to the Privacy Act.

47. CONFIDENTIALITY

The Contractor agrees that during entire term of this Contract and until destroyed in compliance with the Contractor’s ordinary business practice and applicable law, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of this Contract, will be considered and kept as private and privileged records and will not be divulged to any person, entity, corporation, or other entity except (1) with the written consent of the Authority or (2) in response to a good faith legal requirement after reasonable notice to the Authority.

48. CONTRACTOR’S INTERACTION WITH THE MEDIA AND THE PUBLIC

The Authority will review and approve in writing all the Authority related copy proposed to be used by the Contractor for advertising or public relations purposes prior to publication. The Contractor will not allow the Authority related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor will ensure that all published information is factual and that it does not in any way imply that the Authority endorses the Contractor’s agency, service, and/or product.

If the Contractor receives a complaint from a citizen or the community regarding the Services, the Contractor will inform the Authority as soon as possible and inform the Authority of any action taken to address the situation.

The provisions of this Article will survive the termination or expiration of this Contract.

49. GOVERNING LAW AND VENUE

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, will be governed by the laws of the State of California and the proper venue of any action brought hereunder is and will be Los Angeles County, California.

The Contractor will comply with all applicable federal, state and local laws and ordinances.

50. MODIFICATIONS TO CONTRACT

Unless specified otherwise in the Contract, this Contract may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Contract. In order to be effective, amendments may require prior approval by
the Authority's Board of Directors, and in all instances require prior signature of an authorized representative of the Authority.

51. CONFLICT OF INTEREST

Exhibit 1 includes the Authority’s Conflict of Interest Guidelines. Contractor must comply with those Guidelines throughout the term of this Agreement. Notwithstanding the Authority’s indemnity obligations set forth in this Agreement, failure to comply with this section may subject Contractor to damages incurred by the Authority in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Agreement for breach.

52. PRECEDENCE

Conflicting provisions hereof, if any, will prevail in the following descending order of precedence: (1) Amendments to this Contract, (2) Provisions of this Contract, (3) Attachment A – Scope of Work, (4) Contractor’s price proposal dated 04/01/2022, and (5) Contractor’s Technical Proposal dated 07/15/2021 (including Addendum A dated 04/19/2022).

53. ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between the Authority and the Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below.

COUNTY OF LOS ANGELES
SHERIFF’S DEPARTMENT

Alex Villanueva
Sheriff

Tax I.D. No. ______________

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Darren M. Kettle
Chief Executive Officer

APPROVED AS TO FORM:

SIGNATURE ON FILE

Dawyn R. Harrison
Acting County Counsel

Date of Execution

APPROVED AS TO FORM:

Don O. Del Río
General Counsel
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below.

COUNTY OF LOS ANGELES
SHERIFF’S DEPARTMENT

Alex Villanueva
Sheriff

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Darren M. Kettle
Chief Executive Officer

Tax I.D. No. _____________

APPROVED AS TO FORM:

Dawyn R. Harrison
Acting County Counsel

APPROVED AS TO FORM:

Don-O. Del Rio
General Counsel

Date of Execution

CONTRACT NO. SP545-22

AWARDED: 22/04/2022
EXHIBIT 1 – ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE FORM

Proposers planning to participate in the Southern California Regional Rail Authority's (Authority) Request for Proposal (RFP) for Train Operator Services either as a contractor or subcontractor must be in conformance with the Authority's Organizational Conflict of Interest Guidelines and Requirements (OCOI Guidelines) and must complete this form.

Proposers planning to utilize one or more subcontractors must ensure that its subcontractors also complete this form. This form must be submitted per RFP instructions. The OCOI Guidelines are available in the RFP solicitation Proposal forms set.

Submittal of this form certifies that:

a. the Proposer’s disclosures are complete, accurate, and not misleading; and

b. proposed subcontractors (all tiers) will be required to complete this form.

I hereby certify that I am authorized to sign this OCOI Disclosure Form as a Representative for the Firm identified below:

* Required

*Legal Name of Proposer Firm: ____________________________________________

*Address: ______________________________________________________________

*City, State and ZIP Code: ________________________________________________

*Telephone Number: ______________________________________________________

*E-Mail Address: _________________________________________________________

*Name of Authorized Representative: ______________________________________

*Title of Authorized Representative: ______________________________________

---

1 See OCOI Appendix below.

CONTRACT NO. SP515-22 E1-2 AWARDED: 22/04/2022
ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE FORM (cont.)

Disclose work being performed or previously performed for the Authority*

Worked Performed as: ☐ Prime Contractor ☐ Subcontractor

Please Identify the contract or work directive no. ________________________________

Period of performance: From ____________ To: ____________

Dollar value of contract or work directive -$ ________________________________

Description of services provided:

In the event that real or apparent organizational conflicts exist, please provide a description of proposed alternatives/mitigation measures:

* Attach additional sheets as necessary
APPENDIX: ORGANIZATIONAL CONFLICT OF INTEREST GUIDELINES AND REQUIREMENTS

I. PURPOSE

These Organizational Conflict of Interest Guidelines and Requirements (Guidelines) apply to persons and entities contemplating entering into a contract with the Southern California Regional Rail Authority (Authority). Its terms apply to subcontractors/subconsultants as well as prime contractors/consultants and affiliates.

These Guidelines neither purport to address every situation that may arise in the context of the Authority’s procurements and contracts, nor to mandate a particular decision or determination by the Authority. The Authority retains the ultimate and sole discretion to determine on a case-by-case basis whether an Organizational Conflict of Interest exists and what actions may be appropriate to avoid, neutralize or mitigate any actual or potential Organizational Conflict of Interest or the appearance of any such Organizational Conflict of Interest.

II. DEFINITIONS

"Affiliate" means any shareholder, member, partner or joint venture member of the Contractor; any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Contractor or any of its shareholders, members, partners or joint venture members; and any entity for which ten percent or more of the equity interest in such entity is held directly or indirectly, beneficially or of record by (i) the Contractor, (ii) any of the shareholders, members, partners or joint venture members of the Contractor, or (iii) any Affiliate of the Contractor.

"Organizational Conflict of Interest" means a circumstance arising out of an Owner’s Representative or Contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of an Owner’s Representative or Contractor’s ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority,

(ii) an unfair competitive advantage for any bidder or proposer with respect to a Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of Authority’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by Authority (regardless of whether any such perception is accurate).

"Owner’s Representative" means any individual or legal entity retained by the Authority to perform Procurement Services for the Authority or proposing to perform such services, including joint venture members and general partners of any such entity; any subconsultant of such individual or legal entity (at all tiers); and each individual employee of such individual, legal entity or subconsultant.
"Contractor" means any individual or legal entity retained by the Authority to perform Contract Implementation Services for the Authority, or proposing to perform such work, including joint venture members and general partners of any such entity; any consultant, subconsultant or subcontractor of such individual or legal entity (at all tiers); and each individual employee of such individual, legal entity or subcontractor.

"Procurement Services" means services provided by an Owner's Representative for the benefit of the Authority that relate to, but are not limited to, any of the following: development and preparation of procurement documents, including requests for qualifications, requests for proposals, contract documents and technical specifications; development of proposal evaluation criteria, process or procedures; management and/or administration of a procurement; evaluation of proposer submittals (e.g., qualification submittals, proposals, etc.); negotiation of a contract; and advising the Authority in any other aspect of the procurement that the Authority determines, in its sole discretion, should be considered "Procurement Services".

"Contract Implementation Services" means services performed pursuant to or related to the Contract provided by a Contractor for the benefit of the Authority.

III. APPLICABILITY

These Guidelines applies to all Owner's Representatives and Contractors that have entered into, or wish to enter into, contracts with the Authority.

To the extent that the Authority has previously consented in writing to performance of work by an Owner's Representative or Contractor that would not have been permitted under these Guidelines, these Guidelines do not modify or alter the prior consent. The foregoing does not, however, mean that the Authority is required to consent to an Owner's Representative or Contractor's participation in future proposals or contracts.

Fundamental ground rules are that (a) an Owner's Representative or Contractor that provides either Contract Procurement Services or Contract Implementation Services may not also provide the other category of services; and (b) an Owner's Representative or Contractor may not enter into multiple contracts with the Authority if such multiple contracts create an Organizational Conflict of Interest.

It is conceivable that Owner's Representative or Contractors may be permitted to serve as subconsultants or subcontractors for a consultant or contractor in the other category of services, but such work will be subject to the Organizational Conflicts of Interest analysis set forth in Section V below.

If the Authority determines that a potential or actual Organizational Conflict of Interest exists for a particular Owner's Representative or Contractor, an Organizational Conflict of Interest will also be considered to apply to any employee of such Owner's Representative or Contractor that has participated in a material way in the performance of work giving rise to the determination. If such individual leaves the Owner's Representative or Contractor's employment, the potential or actual Organizational Conflict of Interest will apply to such individual's new employer in the same manner as it applies to the original
Owner's Representative or Contractor. However, the individual's new employer (if not an Affiliate of the original employer) will not be considered to have an Organizational Conflict of Interest provided the new employer adopts and implements safeguards and mitigation measures – as described in Section VI - satisfactory to the Authority in its sole discretion.

IV. ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE AND DETERMINATION PROCESS

a. Obligation to Disclose

Each and every Contractor who submits or plans to submit a proposal in response to the Authority's solicitation will be required to submit a Conflict-of-Interest Disclosure Form (COID) that identifies past, present and known future relationships related to the related scope of work.

b. The Authority's Determination

The Authority will analyze the COID, in accordance with Section V below. The Authority will determine in writing, on a case-by-case basis, whether an Organizational Conflict of Interest exists that would preclude a Contractor's participation, and if so, whether it may be waived or overcome through mitigating actions. The Authority's determination will take into consideration services that a Contractor has provided or is providing to the Authority. The Authority's decision on the matter will be final and binding and is not subject to appeal by the Contractor.

c. Continuing Obligation to Disclose

A Consultant's/Contractor's obligation to disclose is ongoing. If the Contractor becomes aware of an actual, perceived or potential Organizational Conflict of Interest at any time during the performance of the Contract, it must promptly disclose the matter as described herein. The Contractor should consider whether disclosure is required in connection with new hires, changes in the company's board of directors, mergers, or new business relationships including joint ventures and contractor/subcontractor relationships.

d. Failure to Comply

If the Authority determines, in its sole discretion, that the Contractor has failed to comply with these Guidelines in any way, the Authority may, among other things, take the following actions:

1. Preclude and/or disqualify the Contractor, as well as any other persons or legal entities on the Contractor's team, from participation in an Authority procurement;

2. Require such entities to implement mitigating measures;

3. Terminate for convenience or amend the contract under which such entity is performing work for Authority; and/or
4. Terminate such contract for default.

In addition, the Contractor may be subject to damages incurred by Authority in addressing Organizational Conflicts of Interest that arise out of work performed by the Contractor.

V. ORGANIZATIONAL CONFLICT OF INTEREST FACTORS TO CONSIDER

The Authority will consider the following relevant factors, including case-specific factors, in determining whether the Contractor should be permitted to participate or to continue to participate in the procurement or the performance of a contract:

a. Relevance or Materiality of the Information

1. This factor includes considering whether the Contractor has in its possession information that will not and should not be made public or disclosed to other participants in the procurement, as the case may be, or that will give an unfair advantage to the or Contractor, including the following:

   a. Planning, budgetary, or business information;

   b. Authority's strategies, tactics, plans, alternatives or other inside information concerning the procurement; or

   c. Information prepared for use by Authority for the purpose of evaluating proposals, for defining the scope of the work, or for determining terms, conditions or specifications.

2. This factor includes considering the "age" of the information, including whether the length of time between the acquisition of the information, combined with interim developments within a project (e.g., transaction structure, design, changed circumstances, etc.), is sufficient to render the information irrelevant, immaterial, or of little or no value.

3. This factor includes considering the extent to which the information is or will be available to other participants in the procurement and the time other participants had or will have to analyze and assimilate the information.

b. Materiality of the Relationship

1. This factor involves considering whether the subject relationship involves branch offices, subsidiaries, joint venture partners, or a parent company of the Contractor, and the degree of separation of work teams and information between the offices and companies.

2. This factor includes considering the substance of a subject relationship, including whether the relationship is so indirect or remote that an actual or perceived Organizational Conflict of Interest is sufficiently mitigated (e.g., no effective risk of passing or use of confidential information or bias in the discharge of functions).
c. Resources and Expertise

1. This factor includes considering the expertise required by Authority for successful Contract Implementation and whether the expertise is readily available from suitably qualified and skilled Contractors.

2. This factor includes considering the magnitude of the resources required to deliver the Contract in a quality, cost-effective and timely manner.

3. This factor includes disclosing these exigencies in a competitive process, including to any relevant governing association or body to obtain its concurrence.

VI. SAFEGUARDS AND MITIGATION EFFORTS

If the Authority, after considering the relevant factors set forth in Section V above, is of the view that a Contractor should be permitted to participate or to continue to participate in the Contract, then the Authority, in its sole discretion, may require the Contractor to implement suitable safeguards, including those described below, to mitigate any Organizational Conflict of Interest.

1. Establishing ethical walls and related safeguards and procedures, including the segregation of individuals and information within a Contractor firm or company, thereby allowing the Contractor to participate or continue to participate in the Contract.

2. Segregated information may include confidential information obtained as a result of a Contractor's contracts with Authority or confidential information obtained from former or current Authority employees.

3. Requiring assurances or demonstration of the type of ethical walls and the effectiveness of the ethical walls.

4. Requiring information (including in affidavit form) as to when ethical walls were put into place, how they operate, and whether there is any form of notification within the subject firm or company of their existence.

5. Auditing, or directing others to audit on its behalf, for compliance with ethical walls and related safeguards and procedures.

6. Requiring such other safeguards or mitigation measures at it deems appropriate to address a specific instance of an Organizational Conflict of Interest.
ATTACHMENT A – SCOPE OF WORK
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP545-22

LAW ENFORCEMENT SERVICES

SCOPE OF WORK

1. PURPOSE

The Southern California Regional Rail Authority (Authority) is issuing this procurement solicitation to secure the multi-faceted services of a public law enforcement agency that will support the operation of commuter rail service, known as Metrolink. The objective of law enforcement will be to ensure riders and employees that Metrolink is a safe, efficient, dependable, and on-time transportation service that offers outstanding customer experience and enhances quality of life. The law enforcement services are to align with the Authority’s Mission and Vision, and Values:

1.1 Our Mission and Vision

<table>
<thead>
<tr>
<th>OUR MISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our mission is to provide safe, efficient, dependable and on-time transportation service that offers outstanding customer experience and enhances quality of life.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OUR VISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Our vision is to be Southern California’s preferred transportation system built upon safety, reliability, customer service, leading-edge technology and seamless connectivity.</td>
</tr>
</tbody>
</table>

1.2 Our Values

<table>
<thead>
<tr>
<th>People &amp; Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety is foundational. Everything we do demonstrates an appreciation for quality of life, and every act values the three of our employees, co-workers, customers, and communities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>We operate on best practices and principles with a continued focus on providing high-quality service to our customers every day on every ride.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Efficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td>As responsible stewards of public funds, we embrace innovative solutions and continuous improvement for the lowest cost and most efficient operations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>We continuously seek creative, progressive, and collaborative solutions to promote investment, develop partnerships, and increase capacity to improve the mobility of Southern California.</td>
</tr>
</tbody>
</table>

2. BACKGROUND

The Authority is governed by the Southern California Regional Rail Authority (SCRRA), a joint powers authority made up of an 11-member board representing the transportation commissions of Los Angeles, Orange, Riverside, San Bernardino and Ventura counties. Metrolink trains operate on seven routes across a six-county, 538 route-mile network,
which includes a portion of northern San Diego County (Figure 1). Metrolink is a regional rail commuter service that serves the counties of Los Angeles, Orange, Riverside, San Bernardino, Ventura, and Northern San Diego. Metrolink runs seven days a week with limited service on Saturday and Sundays.

In calendar year 2021, Redlands Passenger Rail Project (RPR) is anticipated to start revenue service of a nine-mile rail corridor extending along an existing railroad right-of-way (ROW) owned by San Bernardino Associated Governments (SANBAG) east from the City of San Bernardino to the City of Redlands within the southwestern corner of the County of San Bernardino, California (Figure 2).
Metrolink routes are:

- **Ventura County Line**: Trains run from Oxnard to Los Angeles on the former Southern Pacific Coast Main Line, paralleling the Simi Valley Freeway (118). The 66-mile trip takes 90 minutes. Stations at Oxnard, Camarillo, and Northridge were added after the Northridge Earthquake in January 1994.

- **Antelope Valley Line**: Trains run from Lancaster to Los Angeles on the former Southern Pacific Valley Line, paralleling the Golden State Freeway (I-5). The 76.5-mile trip takes about 1-3/4 hours. Stations at Lancaster, Vincent Grade/Acton, and Via Princessa were added after the Northridge Earthquake in January 1994.

- **San Bernardino Line**: Trains run from San Bernardino to Los Angeles, paralleling the San Bernardino Freeway (I-10). The 57-mile commute from San Bernardino to Los Angeles takes 85 minutes.

- **Riverside Line**: Trains run from Riverside to Los Angeles, paralleling the Pomona Freeway (60). The 59-mile trip takes about 65 minutes.

- **Orange County Line**: Trains run from Oceanside to Los Angeles, paralleling the Santa Ana Freeway (I-5). The 87-mile trip takes just under two hours.
  
  - **Inland Empire–Orange County Line**: Trains run from San Bernardino to Oceanside, paralleling the 91 Freeway and I-5. The 100-mile trip takes about 2 hours and 20 minutes.

  - **91/Perris Valley Line**: Trains run from Riverside to Los Angeles via Fullerton, paralleling the Riverside Freeway (91) and the Santa Ana freeway (I-5). The 50-mile trip takes approximately 90 minutes. The Perris Valley Line is an extension off the 91 Line that runs rail service 24 miles from the downtown Riverside station to south Perris.

- **Redlands Passenger Rail (RPR)**: The Redlands Passenger Rail is a nine-mile rail corridor extending along an existing railroad ROW owned by SANBAG east from the City of San Bernardino to the City of Redlands within the southwestern corner of the County of San Bernardino, California. Train operations are estimated to commence in the middle of Fiscal Year (FY) 2022.

  The RPR encompasses the following:

  - Five stations:
    1. San Bernardino Transit Center
    2. Tippecanoe Station
    3. New York Street Station
4. Downtown Redlands Station

5. University Station at the University of Redlands at the south end of campus near North University Street.

- During morning and afternoon peak commute hours (approximately 0700 to 0900 and 1600 to 1800), trains will operate twice per hour. During non-commute or off-peak hours, trains will operate once per hour. Weekday and weekend service are planned to start at 5 a.m. and run until 10 p.m.

- Trains per day: 25 Diesel Multiple Units (DMU) trains per day (50 trips) and 2 Metrolink trains per day (one morning, one evening, 4 trips).

- Ridership estimates are approximately 1600 passengers per day

The Authority’s major facilities are:

<table>
<thead>
<tr>
<th>SCRRRA General Offices</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metrolink Headquarters</td>
<td>900 Wilshire Blvd., Suite 1500</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90017</td>
</tr>
<tr>
<td></td>
<td>Metrolink Web Site: <a href="http://www.metrolinktrains.com">www.metrolinktrains.com</a></td>
</tr>
<tr>
<td>Central Maintenance Facility (CMF)</td>
<td>1555 San Fernando Rd.</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90065</td>
</tr>
<tr>
<td>Eastern Maintenance Facility (EMF)</td>
<td>1945 Bordwell Ave. Colton, Ca 92324</td>
</tr>
<tr>
<td>Dispatch Operations Center (DOC)</td>
<td>2704 N Garey Ave. Pomona, CA 91767</td>
</tr>
<tr>
<td></td>
<td>909-596-3584 (Office) - Chief Dispatcher</td>
</tr>
<tr>
<td></td>
<td>888-446-9721 - Highway Rail Grade Crossing Hotline</td>
</tr>
<tr>
<td>Security Operations Center (SOC)</td>
<td>2558 Supply Street, Pomona, CA 91776</td>
</tr>
<tr>
<td></td>
<td>866-640-5190</td>
</tr>
<tr>
<td>Metrolink Operations Center (MOC) –</td>
<td>2558 Supply Street, Pomona, CA 91776</td>
</tr>
<tr>
<td>Designated Backup Facility for DOC</td>
<td></td>
</tr>
<tr>
<td>Melbourne Facility-SCRRRA</td>
<td>2700 Melbourne</td>
</tr>
<tr>
<td></td>
<td>Pomona, CA 91767</td>
</tr>
<tr>
<td>Los Angeles Union Station (LAUS)</td>
<td>800 N. Alameda St.</td>
</tr>
<tr>
<td></td>
<td>Los Angeles, CA 90012</td>
</tr>
<tr>
<td>Maintenance of Way: Marine Way Location</td>
<td>6894 Marine Way</td>
</tr>
<tr>
<td></td>
<td>Irvine, CA 92618</td>
</tr>
<tr>
<td>Maintenance of Way: Lang Yard Location</td>
<td>13903 Lang Station Road</td>
</tr>
<tr>
<td></td>
<td>Canyon Country, CA 91387</td>
</tr>
<tr>
<td>Redlands Rail Project: Inland Empire Maintenance Facility</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SCRRRA Layover Facilities</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lancaster</td>
<td>44812 N. Sierra Highway, Lancaster, CA 93534</td>
</tr>
<tr>
<td>Moorpark</td>
<td>585 Moorpark Ave., Moorpark, CA 93201</td>
</tr>
<tr>
<td>Montalvo</td>
<td>6175 Ventura Blvd. Ventura, CA 93003</td>
</tr>
<tr>
<td>Riverside</td>
<td>4066 Vine St., Riverside, CA 92506</td>
</tr>
</tbody>
</table>
3. SCOPE OF WORK

The selected agency must be a public law enforcement. The Authority is seeking a policing plan that addresses the following requirements:

- Provide a policing strategy by Lines, or
- System-wide based

Policing by Lines focuses on dedicated law enforcement personal and resources specific to each of the Authority's service Lines. The Authority reserves the right to shift resources between Lines based on the needs of the Agency. System-wide based policing focus on the deployment of personal and resources throughout the Authority's entire system and is not specific to the Authority's service Lines.

The policing plan shall address how your agency will ensure the safety of our passengers and employees by:

- Efficient deployment of law enforcement resources
- Ensure adequate response time based on the industry best practices
- High visibility to deter and prevent crimes on the system and facilities
- Prevent and deter trespassing on Authority's right-of-way, grade crossings, and facilities

It is important to note that the law enforcement agency must provide a minimum of seventy five percent (75%) services as the Prime contractor.

3.1 BASE LAW ENFORCEMENT SERVICES

The contract law enforcement agency that serves as the Authority's law enforcement agency will coordinate local law enforcement efforts along the Metrolink service corridor throughout the six counties. The law enforcement organization will have jurisdictional responsibility for all on-board incidents regardless where they occur.

The law enforcement agency must provide equal coverage throughout the work week (Monday-Friday). In addition, the law enforcement agency shall submit a plan for weekend coverage that requires the Authority's approval.

The law enforcement agency must have the ability to provide the Authority the advantages of a full-service law enforcement agency.

In specific incidents involving Authority equipment, any of the specialized resources could be called upon to expand Metrolink's law enforcement unit without additional cost to the Authority. For this Scope of Work, specialized units can be provided by other agencies under mutual aid agreements.
Other related services include the following:

3.1.1 Directly respond to all incidents aboard commuter rail trains requiring law enforcement presence or services.

3.1.2 Receive and file with the Authority the police and coroner reports for each strike that occurs on the Metrolink system.

3.1.3 Investigate, follow-up, and prepare legal documents and case filings for Authority-related crimes including on-board incidents and those along the Authority ROW patrolled by other agencies.

3.1.4 Participate in rail safety, crime prevention, advocacy, and traffic safety programs.

3.1.5 Provide grade crossing enforcement details in areas identified by Authority. Coordinate these sweeps with the local police agency and Authority operations.

3.1.6 Perform traffic enforcement and community outreach relative to Authority operations.

3.1.7 Provide Authority the advantages of a full-service law enforcement agency including the following personnel and equipment resources that must be available for deployment to any location on the Metrolink system on an as-needed basis. As needed, specialized units should include:

- Homicide investigators
- Air units
- Motorcycle details
- Off-road units
- Mounted posse
- Gang enforcement teams
- Special weapons teams
- Undercover detective operations
- Arson/Explosives experts
- Reserve units for crowd control and major events
- K-9 Unit
- Counterterrorism

3.2 **FARE ENFORCEMENT**

3.2.1 Provide on-board fare enforcement including issuance of citations for fare violations and other quality of life matters in conjunction with Authority’s operations contractor and on an as-needed basis. The contractor shall provide a monthly report of all fare enforcement activities. Activate periodic Fare Enforcement “sweeps”
independent of Authority's operations contractor. These sweeps must be coordinated with Manager of Security.

3.2.2 Provide training, education, and direction for Authority conductors engaged in fare enforcement as mandated by law. Participate in fare enforcement classes (8-10 hours each) for new conductors and remedial classes as needed.

3.2.3 Provide training on Penal Code 832 (Arrests and Firearms) training.

3.2.4 Provide monthly reports on citations and warnings, including data and comparison of fare violations by line, train, type of infraction, fare evasion rate, and the number of fare activities.

3.3 SECURITY COORDINATION

3.3.1 Develop mutual aid agreements and other cooperative agreements with all law enforcement agencies and coroner's offices in each county and/or city through which Metrolink passes.

3.3.2 Develop and update Memoranda of Understanding (MOUs) with all law enforcement agencies system wide.

3.3.3 Coordinate and provide daily required communication with local law enforcement, coroner's office and other public agencies and dispatch those agencies in response to Authority's needs.

3.3.4 Respond and coordinate the response of local law enforcement agencies to all Metrolink-related crimes, accidents, and establish jurisdiction.

3.3.5 Establish jurisdiction with local police jurisdictions and coordinate with each court of competent authority throughout the six counties in the Metrolink system.

3.3.6 Establish, manage and maintain filing and prosecutorial procedures with the city and district attorneys, and courts in each jurisdiction through which Metrolink passes.

3.3.7 Collect and provide periodic incident reporting for Authority to assist in the development of preventative strategies such as the Engineering and Education efforts and provide this information to all law enforcement agencies. Provide Authority with a monthly report of on-board crimes by line, date, time, and type of crime. Provide Authority with a monthly report of ROW crimes by line, date, time and type of crime.

3.3.8 Provide Authority with monthly reports on right-of-way citations, right-of-way warnings, number of right-of-way enforcement operations, and traffic citations at Highway-Rail Grade Crossings issued.

3.4 TRAINING

3.4.1 Provide ongoing training and direction to Metrolink law enforcement personnel, appropriate Authority employees, and other law enforcement subcontractors in the following areas:
Corridor gangs and related problems
- Crowd control and civil disorder
- Fare inspection/enforcement
- Hazardous materials situations
- Incident command principles
- Jurisdictional and interagency operations issues
- Service oriented policing
- Terrorism/threats to transit systems
- Train accidents and derailments
- Transit law
- Weapons training/laws
- Radio procedures
- Vice activities, pickpockets, prostitution, gambling, etc.

3.4.2 Conduct training for outside (local) law enforcement and participate in multi-agency (mass casualty) drills, First Responder (emergency) training, and transit laws.

3.4.3 Provide de-escalation and Penal Code 832 (Arrests and Firearms) training.

3.4.4 Provide required training for personnel. All law enforcement personnel must be POST certified or have acceptable equivalent.

3.5 COMMUNICATIONS & INVENTORY CONTROL

3.5.1 Provide for membership in all local, state, and federal law enforcement telecommunication networks; as well as provide appropriate hardware for necessary transmissions and communications.

3.5.2 Establish and provide coverage for a 24-hour central communications center serving the six counties area to dispatch and coordinate law enforcement personnel and mutual aid emergency response teams. Provide radio coverage for all law enforcement personnel and vehicles in six county areas.

3.5.3 Provide a unique phone number for incoming calls to the Contractor’s central communication center.

3.5.4 Furnish all supervision, equipment, and supplies to maintain the level of required service.

3.5.5 Provide Asset Tracking system of all Authority issued equipment.

3.6 RIGHT-OF-WAY LAW ENFORCEMENT SERVICES

Services included within this scope of work include patrolling the Rights-of-Way, homeless encampment joint operations with Authority, and law enforcement on Railroad property (off the train) in the six counties Metrolink serves.

The Contractor can provide decentralized or centralized, locally situated facilities to house officers and equipment dedicated to Metrolink to ensure geographic coverage within the Counties.
The issues to be dealt with are:

- Vandalism control and adjudication
- Crowd control and civil disorder response
- Hazardous materials incident response
- Identify and report visual and other right-of-way obstructions
- Terrorism/threats to transit systems
- Train accidents and derailments
- Grade-crossing safety
- Car theft and abandonment on the right-of-way
- Traffic enforcement
- Tunnel and bridge security and incident response
- Vice activities, pick-pockets, prostitution, gambling, homicide, drug trafficking
- Trespassing related matters: truancy, homeless, vagrancy, and gang related matters

The police departments along the right of way are expected to provide routine and emergency service to the trains, stations, and parking lots within their jurisdictions (as defined in the respective MOU’s).

4. PROJECT MANAGER

The Contractor shall name a Project Manager (Captain level position) and a support staff (Lieutenant level position) who shall be responsible for administration of the proposed services. The Project Manager is subject to the Authority's approval.

5. RIGHT OF APPROVAL

The Authority project manager or his or her designee shall participate in the interviews of the law enforcement command staff.

6. STANDARDS OF PERFORMANCE

The Authority Project Manager, annually, in consultation with the law enforcement agency, will review the performance of the selected law enforcement agency and develop standards of performance for the forthcoming year. The standards of performance shall be as follows unless otherwise modified by the parties in writing. Failure to achieve the
required performance measures shall result in the law enforcement agency providing the Authority with the additional services not obtained for the month at no expense to Authority. The contractor and contract will be audited annually for compliance.

6.1 **Key Performance Indicators (KPIs)**

Key Performance Indicators (KPIs) shall be provided to the law enforcement agency that are awarded this contract. Authority shall have the final authority to implement the KPIs. The KPIs are:

<table>
<thead>
<tr>
<th>Outputs</th>
<th>Performances Measures</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Train Rides</td>
<td>The number of trains ridden (as needed) and is dependent on the overall policing concerns compared to the total number of trains operated each week</td>
<td>The purpose is to measure the frequency of trains ridden within the operational system</td>
</tr>
<tr>
<td>ROW Enforcement</td>
<td>A minimum of eight (8) dedicated ROW staff each week.</td>
<td>The purpose is to measure the number of hours dedicated to the ROW’s</td>
</tr>
<tr>
<td>Row Enforcement/Trespass Encampment Enforcement</td>
<td>95 percent of all calls handled within 48-hours</td>
<td>The purpose is to respond and investigate trespassers</td>
</tr>
<tr>
<td>Street Car Details/VIPR Fare Enforcement Operations</td>
<td>Conduct two (2)/per week Enforcement Details/Operations each week</td>
<td>The purpose is to conduct street Car/VIPR enforcement Details/Operations</td>
</tr>
<tr>
<td>Grade Crossing Details</td>
<td>Conduct two (2)/per week grade crossing Details per month</td>
<td>The purpose is to conduct grade crossing details each month based on identified risk locations</td>
</tr>
<tr>
<td>Directly respond to all incidents aboard commuter rail trains requiring law enforcement presence or services</td>
<td>95 percent of all calls responded to within 1-hour</td>
<td>The purpose is to respond and investigate incidents</td>
</tr>
<tr>
<td>Investigate, follow-up, and prepare legal documents and case filings for Authority</td>
<td>The total number of case filings follow-up for all applicable criminal activity.</td>
<td>The purpose is to measure the number of follow-ups and case filing within a timely matter</td>
</tr>
<tr>
<td>Perform grade crossing enforcement relative to Authority operations solely at time and locations designated in conjunction with Authority</td>
<td>Conduct a minimum of two (2)/per week traffic enforcement</td>
<td>The purpose is to address areas of high risk of vehicles, pedestrians, and/or trespassers</td>
</tr>
<tr>
<td>Fare Enforcement</td>
<td>Conduct daily on-board fare enforcement including issuance of citations for fare violations and other quality of life matters on “As needed” and dependent on overall policing concerns.</td>
<td>The purpose is to ensure fare compliance and safety</td>
</tr>
</tbody>
</table>
6.2 Reporting Requirements

The Authority Project Manager will require law enforcement contractor to provide daily, weekly, monthly, and annual compliance reporting. The daily, weekly, monthly, and annual reporting includes, but is not limited to the following:

Daily

- Deployment Schedule
- Daily Performance/Activities and Compliance Measures of Services
- Identified Daily Deployment Target

Monthly

- Monthly Key Performance Indicators and Crime Statistics
- Fare Enforcement Activities
- Detail Report on Labor Hours Provided

Annual

- Billing/Invoice Reconciliation and Audit
- Training Conducted

7. NOT USED

8. CONTRACT PRICING MODEL

The Authority intends to award a Fixed Price based Contract for the services outlined in this Scope of Work.

The Authority’s Board of Directors approves budget estimates for each Authority fiscal year, which begins on July 1st and ends on June 30th. For Year 1 of this contract, the Contractor shall specify a fixed price in the Price Proposal Form.

For Years 2 and 3 of the contract base term, and Option Years 4 and 5, the Contractor shall provide the Project Manager an estimated cost each January of the contract term.
for the upcoming Authority fiscal year, based on level of service assumptions provided by the Authority Project Manager. The final cost for the upcoming Authority fiscal year shall be subject to negotiations between the Authority and the Contractor. The annual increase may not exceed three percent (3%) of the current year Consumer Price Index (CPI).

Compensation for additional services beyond the baseline service level described in Section 3.0 will be based upon the billing rates provided by the Contractor in the Price Proposal Form.

The Authority reserves the right to renegotiate the budget in the event of an increase or decrease in Metrolink service of 10 percent or more.
ATTACHMENT C – PRICE PROPOSAL
ATTACHMENT D – DBE PROVISIONS
ATTACHMENT D – DBE PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Southern California Regional Rail Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs”.

This U.S. DOT-assisted project is subject to these stipulated regulations and the Authority’s DBE program, which are hereby incorporated in their entirety by this reference. It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Authority’s DBE program.

In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, the Authority’s policy objectives are to:

1. Ensure non-discrimination in the award and administration of all the Authority’s DOT-assisted contracts and subcontracts;

2. Create a level playing field by which DBEs can compete fairly for and perform on the Authority’s DOT-assisted contracts;

3. Ensure the Authority’s DBE Program meets legal standards for unique and narrow program tailoring;

4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

5. Assist in the removal of procurement and contracting barriers which may inadvertently impede DBE participation;

6. Offer assistance to firms to enable them to compete successfully in the market place outside of the DBE Program;

7. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;

8. Comply with federal regulations and financial assistance agreements;

9. Disseminate timely and accurate information regarding Authority’s contracting opportunities to DBE Program participants and potential participants; and
10. Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority’s DBE Program;

11. Monitor and enforce contractor compliance with meeting established DBE goals and/or exercising Good Faith Efforts to do so as defined in 49 CFR 26.

The Contractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Contract.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority’s DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

1.1 DBE GOAL

The Authority shall establish contract-specific DBE goals to meet any portion of the overall DBE goal that the Authority does not project being able to meet using race-neutral means. The Authority will establish contract-specific goals only on those DOT-assisted contracts that have subcontracting opportunities.

The Authority may establish a DBE contract goal that is higher or lower than its overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract.

The Authority has established a 0% DBE contract-specific goal on this project. If the Contractor/Vendor's has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, the Contractor/Vendor's "Race-Neutral DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor the Contractor/Vendor's DBE commitment.

Unless otherwise directed and/or approved by the Authority prior, the Contractor/Vendor must not effectuate any changes to its DBE participation commitment. The Contractor/Vendor must complete and submit all required DBE documentation to effectively capture DBE utilization on the Authority's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to the Contractor/Vendor's DBE commitment shall be made until proper review and approval by the Authority is rendered in writing.

The Contractor/Vendor must apply and report its DBE goal commitment against the total current Contract value, including any change orders and/or amendments.

1.2 DBE CERTIFICATION AND ELIGIBILITY

1. The Authority requires all DBEs listed for participation to be DBE certified by a California Unified Certification Program (CUCP) certifying member
agency. The Authority is a non-certifying member agency of the CUCP. Therefore, the Authority will accept DBE certifications from member agencies which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81, under the CUCP. Listings of DBEs certified by the CUCP are available at www.dot.ca.gov/hq/bep/find_certified.htm.

2. It is the responsibility of the Contractor to verify the DBE certification status of all listed DBEs prior to listing the firm as a DBE participant.

3. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of proposal submission. A listing of DBEs certified by the CUCP is available on the CUCP web site, which can be accessed at https://dot.ca.gov/programs/civil-rights/dbe-search

4. It is also the responsibility of the Contractor/Vendor to ensure that each DBE is certified in the NAICS code that corresponds to the DBE’s contract scope of work. The Authority’s evaluation of the "Race-Neutral Disadvantaged Business Enterprise (DBE) Participation Listing" form requires DBEs to be certified for the scope listed in accordance with the regulatory requirements.

5. A DBE may participate as a Contractor/Vendor, subcontractor, joint venture partner with a prime, vendor of material or supplies, or trucking company.

6. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

7. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

1.3 DBE CREDITING PROVISIONS

Credit for DBE participation is determined according to the following provisions:

1. When a DBE is proposed to participate in the Contract, either as a Contractor/Vendor or subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward DBE participation.

2. If the Contractor/Vendor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.

3. If a DBE intends to subcontract part of the work of its subcontract to a lower tier subcontractor, the value of the subcontracted work may be counted toward
DBE participation only if the DBE subcontractor is a certified DBE and actually performs the work with its own forces. Services subcontracted to a non-DBE firm may not be credited toward the Contractor/Vendor's DBE attainment.

4. The Contractor/Vendor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
   (i) Sixty percent (60%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a regular dealer; or
   (ii) One hundred percent (100%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a DBE manufacturer.

5. The following types of fees or commissions paid to DBE subcontractors, brokers, and packagers may be credited toward DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
   (i) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
   (ii) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
   (iii) Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

2. Contractor/Vendor may count the participation of DBE trucking companies toward DBE attainment, as follows:
   (i) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract.
   (ii) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
   (iii) The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
   (iv) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
   (v) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
(vi) For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

3. If the Contractor/Vendor listed a non-certified DBE 1st tier subcontractor to perform work on this Contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower-tier DBE certified subcontractor or Vendor, the value of work performed by the lower-tier DBE firm's own forces can be counted toward DBE participation on the Contract.

4. The Contractor/Vendor is advised not to count the participation of DBEs toward the Contractor/Vendor's DBE attainment until the amount being claimed has been paid to the DBE.

5. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

1.4 DBE “FRAUDS” AND “FRONTS”

Only legitimate DBEs are eligible to participate in federally funded contracts. Therefore, Contractor/Vendor are cautioned against knowingly and willfully using “fronts” to meet DBE goals. The use of “fronts” and “pass through” subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General (OIG), U.S. Department of Transportation, via the online hotline at https://www.oig.dot.gov/hotline, toll-free hotline at 800-424-9071, email at hotline@oig.dot.gov, or U.S. mail at DOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. The hotline is open 24 hours per day, seven days per week.

1.5 PROMPT PAYMENT TO SUBCONTRACTORS

The Contractor/Vendor shall pay any subcontractor approved by the Authority for work that has been satisfactorily performed no later than seven (7) days from the date of the Contractor/Vendor's receipt of payments by the Authority.

In the event the Authority holds retainage from the Contractor/Vendor, it will make prompt and regular incremental acceptances of portions of the contract work, as determined by the Authority, and pay retainage to the Contractor/Vendor based on these acceptances.
The Contractor/Vendor shall return all monies withheld from all subcontractors within seven (7) days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Contract Work by the Authority. Any delay or postponement of payment may take place only for good cause and with the Authority's prior written approval. In the event the Contractor/Vendor does not make progress payments or release retentions to the Subcontractors in accordance with the time periods in this section, the Contractor/Vendor will be subject to a charge of two percent per month on the untimely or improperly withheld payment.

Upon the Authority's request, the Contractor/Vendor shall provide evidence that the Contractor/Vendor has paid Subcontractors all amounts due in accordance with this section. This section applies to both DBE and non-DBE Subcontractors.

1.6 CONTRACTOR/VENDOR’S ASSURANCE CLAUSE REGARDING NON-DISCRIMINATION

Contractor/Vendor shall ensure that the following nondiscrimination assurance is placed in every Subcontract agreement:

The Contractor/Vendor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor/Vendor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor/Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor/Vendor from future bidding as non-responsible.

1.7 ON-GOING REPORTING REQUIREMENTS AND SUBMISSION OF DBE INFORMATION (POST-AWARD)

The Contractor/Vendor must complete and submit the following forms and/or documentation:

(1) "Monthly DBE Commitment and Attainment Summary and Subcontractor Prompt Pay Verification Report"

This report serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.
If there is a DBE goal on the contract or a DBE firm has been listed by the Contractor/Vendor, the Contractor/Vendor must complete and submit this report, electronically through the Authority’s electronic reporting system by the 15th of each month until completion of the Contract. Contractor/Vendor must submit the first report following the first month of Contract activity. Even if no DBE participation or payments will be reported within a period, Contractor/Vendor must complete and submit the report monthly.

If there is not a DBE goal and no DBE commitment has been made has been listed by the Contractor/Vendor, the Contractor/Vendor must complete and submit this report, electronically through the Authority’s electronic reporting system bi-annually on April 15th and October 15th of each year. Additionally, upon completion of the contract, a final report must be submitted and marked final.

The Monthly DBE Commitment and Attainment Summary and Subcontractor Prompt Pay Verification Report must include the amount(s) received by the Contractor/Vendor from the Authority and the amount(s) paid to lower-tier subcontractors during the Month.

(2) Contractor/Vendor Prompt Pay Verification Summary

The Monthly DBE Commitment and Attainment Summary and Subcontractor Prompt Pay Verification Report process requires the Contractor/Vendor to submit pertinent payment details for any firm (DBE and Non-DBE) that they have reported a payment to within the reporting period. Contractor/Vendor is advised not to report the participation of DBE(s) toward the Contractor/Vendor’s DBE attainment until the amount being claimed has been paid to the DBE.

Pertinent payment details include:

a) Invoice Number
b) Invoice Amount
c) Payment Amount
d) Invoice Date
e) Check Number
f) Date of Payment
g) Corresponding Prime Invoice (associated to Subcontractor’s invoice)
h) Retention
i) Disputed or Withheld invoice amounts
j) Task Order/JOC Number payment was made for (as applicable)
Firms will receive a notification from the Authority's electronic reporting system when a payment is reported to them and they will be required to log-in to the system to verify the payment information provided by Contractor/Vendor. All payments to lower-tier firms must be validated prior to the 15th of each month following the reporting period. A reported payment to a lower-tier DBE firm will not be credited until the DBE firm has validated the payment through the Authority's electronic system.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subcontractor Prompt Pay Verification Report is a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all vendors in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

(3) "Monthly DBE Trucking Verification"

If the Contractor/Vendor is crediting DBE trucking participation towards the DBE goal, Contractor/Vendor must submit a trucking verification report to the Authority through the Authority's electronic reporting system, prior to the 15th of each month. This form will be included within the Monthly DBE Commitment and Attainment Summary and Vendor Prompt Pay Verification Report process when the Contractor/Vendor reports a payment to a DBE trucking firm. Pertinent reporting details will include:

a) Truck number
b) Owner's name
c) California Highway Patrol CA number
d) DBE certification number of the owner (as applicable)
e) Amount paid
f) Fee/Commission amount

As a part of this process, Contractor/Vendor must also obtain and submit documentation to Authority showing the amount paid by DBE trucking companies to all firms, including owner operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, Contractor/Vendor may count only the fee or commission the DBE receives as a result of the lease arrangement.

(4) DBE Subcontractor Agreements

The Contractor/Vendor must electronically submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. The Contractor/Vendor must immediately notify the Authority in writing; of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.
Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars ($10) per day, per submittal document.

Authority requires Contractor/Vendor to maintain records and documents of payments to lower-tiers, including DBEs, for a period of three (3) years from the date of final payment by Authority, unless otherwise provided by applicable record retention requirements for Contractor/Vendor's agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of Authority. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

Authority reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

a) Posting Contractor/Vendor payment data to a website, database, or other place accessible to Subcontractors to assist them in determining when they should expect to receive payment.

(5) DBE Commitment Change Request(s), DBE Substitution, Termination and Increasing or Decreasing Commitment Values

Authority requires that Contractor/Vendor not terminate a DBE without Authority's prior written consent. This includes, but is not limited to, instances in which Contractor/Vendor seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

Authority will provide such written consent only if it agrees, for reasons stated in the concurrence document, that Contractor/Vendor has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

A. The listed DBE subcontractor fails or refuses to execute a written contract.

B. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of Contractor/Vendor.

C. The listed DBE subcontractor fails or refuses to meet Contractor/Vendor's reasonable, nondiscriminatory bond requirements.

D. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

E. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 108, 215 and 1,200 or applicable state law.
F. Contractor/Vendor has determined that the listed DBE subcontractor is not a responsible Contractor/Vendor.

G. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.

H. The listed DBE is ineligible to receive DBE credit for the type of work required.

I. A DBE owner dies or becomes disabled with the result that the listed DBE Contractor/Vendor is unable to complete its work on the contract.

J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if Contractor/Vendor seeks to terminate a DBE it relied upon to obtain the Contract so that Contractor/Vendor can self-perform the work for which the DBE Contractor/Vendor was engaged or so that Contractor/Vendor can substitute another DBE or non-DBE Contractor/Vendor after Agreement award.

To submit a request to terminate and/or substitute a DBE subcontractor, the Contractor/Vendor will be required to submit a DBE Commitment Change Request through Authority's electronic system. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, Contractor/Vendor must give notice in writing to the DBE, with a copy to Authority, of its intent to decrease, substitute and/or terminate, and the reason for the request. This documentation will be required by the Authority's electronic system when submitting the DBE Commitment Change Request.

The Contractor/Vendor must give the DBE five (5) days to respond to Contractor/Vendor's notice and advise Authority and Contractor/Vendor of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why Authority should not approve Contractor/Vendor's action. If required in a particular case as a matter of public necessity (e.g. safety), Contractor/Vendor may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by Contractor/Vendor within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the Contractor/Vendor. The substitute DBE must be certified as a DBE at the time of request for substitution.

The Contractor/Vendor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by Authority. This includes partial terminations.
Should the Contractor/Vendor elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, Authority will review the documentation and provide a determination through Authority’s electronic system to Contractor/Vendor stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by Authority.

(6) Additional DBE Subcontractors

In the event Contractor/Vendor identifies additional DBE Subcontractors or suppliers not previously identified by Contractor/Vendor for DBE participation under the Agreement, Contractor/Vendor must notify Authority by submitting a “Request to Add,” through the Authority’s electronic system. This will enable Authority to verify the firm’s eligibility, capacity, CUF and ensure there is not a scope conflict with another previously listed firm. Proposed firms will not be applied towards Contractor/Vendor’s DBE participation until approved by Authority.

Contractor/Vendor must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation). This supporting documentation will be required by the Authority’s electronic system when submitting a Request to Add.

DBEs listed by the Contractor/Vendor in its “DBE Participation Commitment Form” submitted at time of proposal shall perform the work and supply the materials for which they are listed, unless the Contractor/Vendor has received prior written authorization from the Authority to perform the work with other forces or to obtain the materials from other sources.

The Contractor/Vendor shall provide written notification to the Authority in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

(7) Notification of Change in Circumstances

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor must notify the Contractor/Vendor in writing with the date of decertification. The Contractor/Vendor must furnish the written documentation to the Authority within ten (10) days of receipt.

(8) Record Retention Requirements

The Authority requires the Contractor/Vendor to maintain records and documents of payments to lower-tiers, including DBEs, for a period of three (3) years from the date of final payment by the Authority, unless otherwise provided by applicable record retention requirements for the Contractor/Vendor’s agreement, whichever is longer. These records
will be made available for inspection upon request by any authorized representative of Authority. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars ($10) per day, per submittal document.

H. On-Going Good Faith Effort (GFE) Documentation

During the term of the contract, the Contractor/Vendor shall continue to make a Good Faith Effort (GFE) to ensure that DBEs have an opportunity to successfully perform in the contract, and that the Contractor/Vendor meets DBE commitments. These efforts shall include but shall not be limited to the following:

a. Negotiating in good faith to attempt to finalize and execute a subcontract agreement with the DBEs committed to in the bid;

b. Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc.

c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting Authority approval to substitute the DBE.

d. Paying all vendors (DBEs and non-DBEs) in a timely manner, as listed in the contract specifications;

e. Alerting the Authority in a timely manner of any problems anticipated in attaining the DBE participation committed to in the bid or proposal;

f. If a DBE substitution is necessary, making a Good Faith Effort to replace the DBE with another DBE, subject to the approval of Authority.

1.8 DISPUTE RESOLUTION

All contracts shall contain provisions or conditions which will allow for dispute resolution remedies in instances where Contractor/Vendors violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

The Contractor/Vendor shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

The Contractor/Vendor and subcontractor agree to notify the Authority within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

The Contractor/Vendor and subcontractor further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute
submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. Informal Meetings:

The Authority is available to assist the Contractor/Vendor with coordination of informal meeting requests to assist in the resolution of disputes between the Contractor/Vendor and subcontractor. The Authority’s DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from the Contractor/Vendor and subcontractor for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. The Authority’s DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by the Authority, the Contractor/Vendor and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between the Contractor/Vendor and the Authority. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

1.9 NON-COMPLIANCE AND ADMINISTRATIVE SANCTIONS

A Contractor/Vendor determined to be non-compliant with DBE Program requirements may be subject to administrative sanctions as outlined below:

1. A non-compliant Contractor/Vendor may be notified by the DBELO or designee, that administrative remedies shall be imposed for failure to: (a) meet the Contractor/Vendor’s DBE commitment by contract end, (b) submit documentation of Good Faith Efforts, (c) submit required DBE utilization reports, (d) submit verification of prompt payment to DBE subcontractors, and/or (e) comply with proper DBE termination procedures. The notice shall state the specific administrative remedies to be imposed.

2. The Contractor/Vendor shall be given ten (10) working days from the date of the notice to file a written appeal to the Authority’s Executive Director. Failure to respond within the ten (10) day period shall constitute a waiver of appeal.

3. The Executive Director or his designee may schedule a hearing to gather additional facts and evidence and shall issue a final written determination on the matter within thirty
(30) working days following receipt of the written appeal. The written decision of the Executive Director or designee is final and there is no further appeal.

4. Administrative remedies shall be determined by the DBELO and/or designee and may include, but will not be limited to:

   a. Suspension of progress payments to the Contractor/Vendor or of any monies held by the Authority as retention on the contract until the Contractor/Vendor is brought into compliance; and/or

   b. Termination of the contract in part or in whole.
## SF545-22 Law Enforcement Services

**Price Proposal - Year 1**

*Yellow-highlighted headings require input in columns and rows.*

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Direct Hourly Labor Rate</th>
<th>Total Other Costs - G&amp;A, Util, Property</th>
<th>Fully-Burdened Labor Rate</th>
<th>Number of Law Enforcement Positions</th>
<th>Annual Hours</th>
<th>Total Estimated Labor Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Out Dept. (Non-Critical)</td>
<td>$70.04</td>
<td></td>
<td>$70.14</td>
<td>2</td>
<td>1789</td>
<td>$688,749.97</td>
</tr>
<tr>
<td>Out Dept. (Dedicated)</td>
<td>$60.00</td>
<td></td>
<td>$66.50</td>
<td>3</td>
<td>2085</td>
<td>$2,088,871.82</td>
</tr>
<tr>
<td>Out Dept. (30-Hour Unit)</td>
<td>$60.15</td>
<td></td>
<td>$66.53</td>
<td>0</td>
<td>2520</td>
<td>$5,624,841.55</td>
</tr>
<tr>
<td>B/Centre Deputy (1, Deputies)</td>
<td>$181.85</td>
<td></td>
<td>$181.85</td>
<td>1</td>
<td>1789</td>
<td>$371,693.74</td>
</tr>
<tr>
<td>Fraud Investigator (2, Deputies)</td>
<td>$29.11</td>
<td></td>
<td>$29.11</td>
<td>2</td>
<td>1789</td>
<td>$41,955.38</td>
</tr>
</tbody>
</table>

**Total Labor Costs:**

$9,676,112.66

### Mobilization Costs for Year 1 - Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Mobilization Cost:**

$0.00

**Total Cost for First Year (Labor + Mobilization Cost):**

$9,676,112.66

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Fully-Burdened Labor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crime Support</td>
<td>$15,566.00</td>
</tr>
<tr>
<td>0.5% Growth</td>
<td>$27,902.32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unintended Name</th>
<th>Los Angeles County Sheriff's Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparer Preparer Name</td>
<td>Sgt. Kevin Page</td>
</tr>
<tr>
<td>Date</td>
<td>1/20/2021</td>
</tr>
</tbody>
</table>
**SPS45-23 Law Enforcement Services**

**Price Proposal - Year 2**

*Yellow-highlighted Headings require input in columns and rows.*

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Base Hourly Labor Rate</th>
<th>Total Costs - G&amp;A, O/H, Project %</th>
<th>Fully Burdened Labor Rate</th>
<th>Number of Law Enforcement Position</th>
<th>Annual Hours</th>
<th>Total Estimated Labor Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Deputy (Non-Relif)</td>
<td>$176.94</td>
<td>$176.94</td>
<td>$176.94</td>
<td>2</td>
<td>1704</td>
<td>$633,991.32</td>
</tr>
<tr>
<td>One Deputy (24-Hour Unit)</td>
<td>$166.92</td>
<td>$166.92</td>
<td>$166.92</td>
<td>6</td>
<td>2086</td>
<td>$2,889,170.72</td>
</tr>
<tr>
<td>One Deputy (36-Hour Unit)</td>
<td>$166.95</td>
<td>$166.95</td>
<td>$166.95</td>
<td>12</td>
<td>2832</td>
<td>$3,445,128.00</td>
</tr>
<tr>
<td>B-1 Central Deputy</td>
<td>$188.29</td>
<td>$188.29</td>
<td>$188.29</td>
<td>3</td>
<td>1780</td>
<td>$1,919,555.32</td>
</tr>
<tr>
<td>Railroad Investigator</td>
<td>$134.27</td>
<td>$134.27</td>
<td>$134.27</td>
<td>2</td>
<td>1789</td>
<td>$480,418.06</td>
</tr>
</tbody>
</table>

Total Labor: 25

Total Cost for Contract Year: $10,334,545.54

---

**Identified Services required during contract year**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Fully Burdened Labor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cause Support</td>
<td>$19,506.00</td>
</tr>
<tr>
<td>3.5% Liabilities</td>
<td>$257,579.01</td>
</tr>
</tbody>
</table>

---

**Consultant Name:** Los Angeles County Sheriff's Department

**Preparer/Preparer Name:** S9, Kevin Pope

**Date:** 5/12/2021
### Law Enforcement Services

Price Proposal - Year 3

Yellow-highlighted headings require input in columns and rows.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Direct Hourly Labor Rate</th>
<th>Total Other Costs - G&amp;A, D/H, Project %</th>
<th>Fully-Burdened Labor Rate</th>
<th>Number of Law Enforcement Position</th>
<th>Annual Hours</th>
<th>Total Estimated Labor Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>One deputy (Non-Benefit)</td>
<td>$184.02</td>
<td></td>
<td>$184.02</td>
<td>2</td>
<td>1780</td>
<td>$658,432.56</td>
</tr>
<tr>
<td>One deputy (10-Hour Unit)</td>
<td>$172.40</td>
<td></td>
<td>$173.80</td>
<td>6</td>
<td>2086</td>
<td>$3,172,772.00</td>
</tr>
<tr>
<td>One deputy (14-Hour Unit)</td>
<td>$172.40</td>
<td></td>
<td>$173.80</td>
<td>12</td>
<td>2086</td>
<td>$6,681,999.20</td>
</tr>
<tr>
<td>Bulwark deputy</td>
<td>$195.82</td>
<td></td>
<td>$195.82</td>
<td>3</td>
<td>1780</td>
<td>$1,050,965.64</td>
</tr>
<tr>
<td>Criminal investigator</td>
<td>$199.64</td>
<td></td>
<td>$199.64</td>
<td>2</td>
<td>1780</td>
<td>$499,631.52</td>
</tr>
<tr>
<td><strong>Total Labor</strong></td>
<td>25</td>
<td></td>
<td>25</td>
<td></td>
<td></td>
<td><strong>10,469,794.22</strong></td>
</tr>
</tbody>
</table>

**Total Cost for Contract Year**: $10,740,945.08

---

**Unreimbursed Services required during contract year**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Full Burdened Labor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Support</td>
<td>$19,546.00</td>
</tr>
<tr>
<td>25 % Liabilities</td>
<td>$262,644.86</td>
</tr>
</tbody>
</table>

---

**Consultant Name**

**Preparer/Preparer Name**

**Date**
SPS45-22 Law Enforcement Services  
Price Proposal - Year 4  
Yellow-highlighted headings require input in columns and rows.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Direct Hourly Rate</th>
<th>Total Other Costs - G&amp;A, O/H, Fringe</th>
<th>Fully-Burdened Labor Rate</th>
<th>Number of Law Enforcement Positions</th>
<th>Annual Direct</th>
<th>Total Estimated Labor Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Deputy (Non-Relief)</td>
<td>$19.14</td>
<td></td>
<td>$191.48</td>
<td>2</td>
<td>1780</td>
<td>$684,757.64</td>
</tr>
<tr>
<td>One Deputy (40-Hour Unit)</td>
<td>$19.57</td>
<td></td>
<td>$198.54</td>
<td>6</td>
<td>2086</td>
<td>$2,257,638.64</td>
</tr>
<tr>
<td>One Deputy (16-Hour Unit)</td>
<td>$19.57</td>
<td></td>
<td>$198.54</td>
<td>12</td>
<td>2630</td>
<td>$5,277,777.88</td>
</tr>
<tr>
<td>B-1 Court Deputy</td>
<td>$19.68</td>
<td></td>
<td>$201.66</td>
<td>2</td>
<td>1780</td>
<td>$1,092,969.65</td>
</tr>
<tr>
<td>Railroad Investigator</td>
<td>$19.73</td>
<td></td>
<td>$198.63</td>
<td>2</td>
<td>1780</td>
<td>$519,632.94</td>
</tr>
<tr>
<td>Total Labor</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$10,884,491.67</td>
</tr>
</tbody>
</table>

Total Cost for Contract Year $11,175,882.36

<table>
<thead>
<tr>
<th>Administrative Services required during contract year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Category</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Case Support</td>
</tr>
<tr>
<td>2.5 % Liability</td>
</tr>
</tbody>
</table>

Consultant Name: Los Angeles County Sheriff's Department  
Preparer Preparer Name:  
Set. Junior Page:  
Date: 1/2/2012
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Direct Hourly Labor Rate</th>
<th>Total Other Costs - G&amp;A, O/H, Project %</th>
<th>Fully-Burdened Labor Rate</th>
<th>Number of Law Enforcement Positions</th>
<th>Annual Hours</th>
<th>Total Estimated Labor Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Deputy (Non-Retire)</td>
<td>$ 199.84</td>
<td>$ 0.00</td>
<td>$ 199.84</td>
<td>2</td>
<td>1789</td>
<td>$ 712,468.12</td>
</tr>
<tr>
<td>One Deputy (O/D Retire)</td>
<td>$ 187.76</td>
<td>$ 0.00</td>
<td>$ 187.76</td>
<td>6</td>
<td>2086</td>
<td>$ 2,350,004.16</td>
</tr>
<tr>
<td>One Deputy (O/D Retire)</td>
<td>$ 187.76</td>
<td>$ 0.00</td>
<td>$ 187.76</td>
<td>12</td>
<td>2920</td>
<td>$ 5,580,161.60</td>
</tr>
<tr>
<td>B-1 Casse Deputy</td>
<td>$ 211.80</td>
<td>$ 0.00</td>
<td>$ 211.80</td>
<td>12</td>
<td>2920</td>
<td>$ 6,236,026.60</td>
</tr>
<tr>
<td>Fancil Investigator</td>
<td>$ 151.94</td>
<td>$ 0.00</td>
<td>$ 151.94</td>
<td>2</td>
<td>1789</td>
<td>$ 540,291.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11,319,683.09</td>
</tr>
</tbody>
</table>

Total Labor: 25

Total Cost for Contract Year: $ 11,851,975.67

---

Unrelated Services required during contract year

<table>
<thead>
<tr>
<th>Labor Categories</th>
<th>Full-Burdened Labor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canteen Support</td>
<td>$ 19,506.00</td>
</tr>
<tr>
<td>2.5 % Locality</td>
<td>$ 282,987.07</td>
</tr>
</tbody>
</table>

---

Contractor Name: Los Angeles County Sheriff's Department

Preparer Program Name: [Name]

Date: 9/12/2021
**SP545-22 Law Enforcement Services**  
**Price Proposal Summary**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$9,937,521.48</td>
</tr>
<tr>
<td>Year 2</td>
<td>$10,334,245.54</td>
</tr>
<tr>
<td>Year 3</td>
<td>$10,746,945.08</td>
</tr>
<tr>
<td>Year 4</td>
<td>$11,175,802.36</td>
</tr>
<tr>
<td>Year 5</td>
<td>$11,621,975.67</td>
</tr>
</tbody>
</table>

$53,816,490.13
# Board Letter

## Cluster Fact Sheet

<table>
<thead>
<tr>
<th>Subject</th>
<th>Seeking approval of the attached Agreement for continued provision of services by the Sheriff's Department.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program</td>
<td>General Law Enforcement and Security Services Agreement by and between County of Los Angeles and Los Angeles Community College District (LACCD)</td>
</tr>
<tr>
<td>Authorizes Delegated Authority to Dept</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Sole Source Contract</td>
<td>Yes, No</td>
</tr>
<tr>
<td>Deadlines/Time Constraints</td>
<td>06/30/2022</td>
</tr>
<tr>
<td>Cost &amp; Funding</td>
<td>Total cost: $24,976,799 (FY 2022-2023) Funding source: This estimated cost is based on rates developed by the County Auditor-Controller, which will be offset by revenue from LACCD.</td>
</tr>
<tr>
<td>Terms (if applicable)</td>
<td>07/01/2022 to 06/30/2027 Explanation: The billing rates recover all direct and indirect overhead costs associated with the provision of the services.</td>
</tr>
</tbody>
</table>
| Purpose of Request | - Seeking Board’s approval of the attached Agreement  
- Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement to extend the term, at the request of LACCD, in up to one-year increments commencing July 1, 2027, for a total extension period not to exceed three years  
- Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 10.0 (Amendments) of the Agreement |
| Background (include internal/external issues that may exist including any related motions) | - For the past two decades, the Sheriff’s Department has been the law enforcement and security services provider for LACCD  
- In 2021, LACCD released a Request for Proposal (RFP) seeking service providers offer comprehensive and innovative programs. The Sheriff’s Department was selected in the process as highest score  
- This new five-year Agreement is an improvement of previous. It incorporates relief factors to key assignment posts, and the option for LACCD to maintain in-house mental health evaluation team |
| Equity Index or Lens Was Utilized | Yes, No |
| Supports One of the Nine Board Priorities | Yes, No |

---

**Notes:**
- **Purpose of Request:**
  - Seeking Board's approval of the attached Agreement
  - Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement to extend the term, at the request of LACCD, in up to one-year increments commencing July 1, 2027, for a total extension period not to exceed three years
  - Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 10.0 (Amendments) of the Agreement
- **Background:**
  - For the past two decades, the Sheriff’s Department has been the law enforcement and security services provider for LACCD
  - In 2021, LACCD released a Request for Proposal (RFP) seeking service providers offer comprehensive and innovative programs. The Sheriff’s Department was selected in the process as highest score
  - This new five-year Agreement is an improvement of previous. It incorporates relief factors to key assignment posts, and the option for LACCD to maintain in-house mental health evaluation team
- **Supports One of the Nine Board Priorities:**
  - This Agreement relates to the County’s Strategic Plan, Goal 2, Foster Vibrant and Resilient Communities, by
maintaining a partnership with LACCD, the largest community college district on the west coast, with nine campuses located throughout the County, and to provide a safe environment conductive to teaching and learning.

<table>
<thead>
<tr>
<th>DEPARTMENTAL CONTACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name, Title, Phone # &amp; Email:</td>
</tr>
<tr>
<td>John P. Gannon, Captain, 323-669-7555, <a href="mailto:jpgannon@lasd.org">jpgannon@lasd.org</a></td>
</tr>
<tr>
<td>Keith Ho, Sergeant, 213-229-1626, <a href="mailto:xkho@lasd.org">xkho@lasd.org</a></td>
</tr>
</tbody>
</table>
June 28, 2022

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

Dear Supervisors:

GENERAL LAW ENFORCEMENT AND SECURITY SERVICES
AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT
(ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of the General Law Enforcement and Security Services Agreement (Agreement) with the Los Angeles Community College District (LACCD) for the continued provision of services by the Department for a period of five years from July 1, 2022, through June 30, 2027.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement from July 1, 2022, through June 30, 2027, at the estimated cost to the LACCD of $24,976,799 for Fiscal Year 2022-23, based on Auditor-Controller's adjusted Community College District's contract billing rates.

2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement to extend the term, at the request of LACCD, in up to one-year increments commencing July 1, 2027, for a total extension period not to exceed three years.
3. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 10.0 (Amendments) of the Agreement, including amendments that modify Appendix A: Los Angeles Community College District Law Enforcement and Security Services Plan, Appendix B: Minimum Staffing of Community College Bureau, and Appendix C: Estimated Charges and Service Hours, inclusive of annual billing rates as determined by the County’s Auditor Controller.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks Board approval of the attached Agreement. LACCD requested a new five-year agreement, renewable for successive periods not to exceed five years each, for the continued provision of services by the Department. The current agreement expires on June 30, 2022.

Implementation of Strategic Plan Goals

This Agreement relates to the County’s Strategic Plan, Goal 2, Foster Vibrant and Resilient Communities, by maintaining a partnership with LACCD, the largest community college district on the west coast, with nine campuses located throughout the County, and to provide a safe environment conducive to teaching and learning.

FISCAL IMPACT/FINANCING

The estimated charges are based on rates developed by the County Auditor-Controller annually. The billing rates recover all direct and indirect overhead costs associated with the provision of the services. The annual cost of this Agreement will be fully offset by revenue received from LACCD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County’s Charter Section 56-3/4 allows for contracts between counties and districts for the performance of district functions by the County. The Department has successfully provided services for LACCD’s nine campuses throughout the County since January 2001.

Either party may terminate the Agreement with 180 days advance written notice. The Agreement provides for mutual indemnification of the parties.
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will have no negative impact upon law enforcement services in the unincorporated areas within Los Angeles County. The requested services are already being provided to LACCD by the Department.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return three originally executed Agreement to the Department’s Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF
The Honorable Board of Supervisors  
June 28, 2021  
Page 4

AV:SVE:xkh  
(Contract Law Enforcement Bureau)

c: Board of Supervisors, Justice Deputies  
   Celia Zavala, Executive Officer, Board of Supervisors  
   Fesia Davenport, Chief Executive Officer  
   Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
   Rene Phillips, Manager, CEO  
   Jocelyn Ventilacion, Principal Analyst, CEO  
   Anna Petrosyan, Analyst, CEO  
   Dawyn R. Harrison, Acting County Counsel  
   Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
   Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
   Timothy K. Murakami, Undersheriff  
   John L. Satterfield, Chief of Staff  
   Conrad Meredith, Division Director, Administrative Services Division (ASD)  
   Glen C. Joe, Assistant Division Director, ASD  
   Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau  
   John P. Gannon, Captain, Community College Bureau  
   Bryan C. Aguiler, Lieutenant, Contract Law Enforcement Bureau  
   Vanessa C. Chow, Sergeant, ASD  
   Xe K. Ho, Sergeant, Community College Bureau  
   Adam R. Wright, Sergeant, ASD  
   Kristine D. Corrales, Deputy ASD  
(Contract Law – LACCD Law Enforcement & Security Services 06-28-22)
LOS ANGELES COMMUNITY COLLEGE DISTRICT
LAW ENFORCEMENT AND SECURITY SERVICES
PLAN

Contract Appendices

July 1, 2022
# Law Enforcement and Security Services Plan

## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPENDIX A</td>
<td>3</td>
</tr>
<tr>
<td>Executive Summary</td>
<td>4</td>
</tr>
<tr>
<td>Statement of Services Provided</td>
<td>5</td>
</tr>
<tr>
<td>Campus Safety Department Structure</td>
<td>6</td>
</tr>
<tr>
<td>Scheduling and Stationing of Resources</td>
<td>6</td>
</tr>
<tr>
<td>Regional Support Services</td>
<td>7</td>
</tr>
<tr>
<td>Performance Measures &amp; Metrics</td>
<td>7</td>
</tr>
<tr>
<td>Monthly Report</td>
<td>7</td>
</tr>
<tr>
<td>Annual Report – Calendar Year</td>
<td>11</td>
</tr>
<tr>
<td>Annual Report – Academic Calendar Year</td>
<td>11</td>
</tr>
<tr>
<td>Additional Requirements</td>
<td>13</td>
</tr>
<tr>
<td>Special Operations Center (SOC)</td>
<td>14</td>
</tr>
<tr>
<td>Cadet / Student Worker (Unarmed Employees) Program</td>
<td>14</td>
</tr>
<tr>
<td>Summary of Clery Act</td>
<td>15</td>
</tr>
<tr>
<td>APPENDIX B</td>
<td>18</td>
</tr>
<tr>
<td>Minimum Staffing Agreement</td>
<td>18</td>
</tr>
<tr>
<td>APPENDIX C</td>
<td>24</td>
</tr>
<tr>
<td>(CLEB 575)</td>
<td>24</td>
</tr>
<tr>
<td>RFP Community College Hourly Rates (to determine cost for cadets/student workers)</td>
<td>25</td>
</tr>
</tbody>
</table>
APPENDIX A

LOS ANGELES COMMUNITY COLLEGE DISTRICT
LAW ENFORCEMENT AND SECURITY SERVICES
PLAN

Services To Be Provided By The Sheriff Under The District-County General Law Enforcement And Security Services Agreement

July 1, 2022
Executive Summary

This document is made a part of the District-County General Law Enforcement and Security Services Agreement (Agreement) to which it is attached.

Appendix A clarifies the metrics, services and deliverables to be provided by the Sheriff’s Department, how resources will be deployed and how the Sheriff and the District will collaborate to manage the delivery of law enforcement and security services to maximize effectiveness and efficiency.

Appendix B clarifies the agreement between the Sheriff’s Department and the District regarding minimum staffing necessary for campus safety/security. Discretionary positions beyond the minimum needs are clarified with four (4) recommended discretionary staff suggested by the Sheriff’s Department to maximize efficiency, safety and security.

Appendix C is a summary of the costs associated with the contracted staffing level for security and safety services as determined by LASD Contract Law Enforcement Bureau (CLEB) and the LA County Auditor-Controller’s Office. Student workers (cadets/interns) are not full-time workers, so they are not reflected in the estimated costs on the “575” document. Therefore, CLEB has provided the hourly rates for student worker/cadets with calculations reflecting the “best case scenario” for staffing all student worker positions 100% effective January 1, 2023 onward. The rate and estimations discussed in Appendix C helps establish the maximum “not to exceed” cost for part-time student workers to be part of this agreement as an adjunct.

The County will only bill LACCD for the actual hours when unarmed posts are filled using student workers at each campus. Due to projected turnover rates by part time employees, the overall expense for student workers will almost certainly be significantly less than “best case scenario” staffing projections and will not exceed the maximum cost calculations.

This service level plan is to be consistent with the specification of the District’s RFP (No. 21-10) for Safety and Security Services. Appendix A through C contain the use of resources as defined in the annual Deployment of Personnel Form SH-AD 575 (Appendix C), which under the Contract, is to be approved annually by both parties.

This attachment adds detail about the services to be delivered, the resources to be employed, the deployment of those resources, and performance measures and reporting requirements. It may be updated as necessary with the consent of the parties during the term of the Agreement.
Statement of Services Provided

The District and the County agree that the following provisions shall apply to any Determination of the extent of the duties and functions to be rendered under the "District County General Law Enforcement and Security Services Agreement" between the parties or to the level or manner of performance of such service:

1. In providing law enforcement services for the District, the Sheriff's primary focus and principal jurisdiction shall be limited to law enforcement on the College campuses of the District or other grounds or properties owned, operated, controlled, or administered by the District.

2. Among the law enforcement and security services the Sheriff will perform under the Agreement are services like the following:
   - Observing and reporting facility problems (for example, broken windows, burnt-out lights, water leaks, and the like), safety hazards, and other matters needing attention by District personnel (graffiti, excessive litter, raised sidewalk, etc);
   - Investigating the whereabouts of missing or stolen equipment / property
   - Responding to incidents requiring first aid
   - Completing and submitting injury reports
   - Providing security and maintaining order at meetings, hearings, rallies, and other gatherings, and
   - Rending aid to students and others on campus who need assistance because they have vehicle problems (e.g. dead battery, lost keys) or who ask to be escorted to their vehicle at night or as needed in other appropriate circumstances.

3. Sheriff’s personnel will also be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters or attending campus meetings such as the Work Environment Committee or town halls); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated College administrator; receiving and processing all complaints about individuals employed by the Sheriff; complying with applicable laws and regulations regarding the compilation and reporting of college crime statistics; providing operational supervision of college police cadets or other non-sworn community service officers; observing the training and qualifications requirements set forth in Education Code Section 72330 and following; participating in daily parking enforcement on campus; and assisting with college emergency response planning and preparedness at least once per semester.

4. The Sheriff and the District will promote and adhere to a “campus-community policing” approach that will support the District’s request for more robust campus engagement by Sheriff’s Department personnel. All Sheriff’s personnel shall
become knowledgeable about the college which they serve, and mutually build and maintain relationships with college administrators, faculty, and staff to effectively execute the requirements of this agreement.

5. The Sheriff’s Department shall reasonably accommodate the preferences of the College Presidents in terms of the “enforcement style” and the “campus community policing approach” adopted by the Sheriff’s Department on each campus. This enforcement shall prohibit the use of excessive force.

6. The Sheriff’s Department will cooperate with the District to develop and implement a training program to train its officers on applicable requirements of federal and state law, as well as District policies and procedures.

7. Training requirements other than those required by Police Officer Standards and Training (POST) or Education Code Section 72330, will be the responsibility of the District to provide and shall not conflict with Sheriff’s Department policies.

8. Additional training will be conducted as in-service training, provided the training has not already been completed by the Sheriff’s Department employee.

Campus Safety Department Structure

Delivery of the law enforcement and security services provided for under this contract shall be provided in a unified fashion by a Bureau within the Sheriff’s Department under the command of a Sheriff’s Department Captain. The specific deployment of personnel will be as specified in Appendix B & C.

The Sheriff’s Department shall ensure that each campus is assigned a law enforcement and security services team leader, which will be a Deputy Sheriff Bonus-I classification, as the primary contact between campus administrators and the Sheriff’s Department. In addition, a sergeant shall be assigned to each campus with collateral oversight of specific campus(es) and be available to the College administration as needed to implement the safety and security goals of the college. The campus safety structure will also include regional shift sergeants and a centralized command structure.

Scheduling and Stationing of Resources

As part of the annual development of the Personnel Deployment (CLEB 575) form, the District and the Sheriff’s Department will deploy personnel based on mutually agreed minimum staffing levels identified in Appendix B of this agreement. A goal in this process will be to maximize security and safety on District campuses with an emphasis on efficiency, approachability, customer service and community safety.

The deployment structure for the entire safety and security program will be reviewed annually with the Deputy Chancellor with the goal of providing safety and security
services in a cost-effective manner while maintaining the safety and security of the campus community.

Should circumstances warrant, the resource deployment may be changed with consent of both parties. For example, if one campus is determined to have a unique crime or security problem that merits additional resources, the normal deployment arrangements may be adjusted, provided all campuses continue to receive coverage and deputy / security officer safety is not compromised.

The District reserves the right to enter into negotiations regarding staffing levels with the Sheriff’s Department should the District encounter additional decreases in the current student enrollment or if unanticipated events that require a reevaluation of staffing levels. Should circumstances warrant, deployment changes may be changed with the consent of both the District and the Sheriff’s Department.

Regional Support Services

The District will have access to regionalized support services provided by the Los Angeles County Sheriff’s Department on the same basis as cities that contract for law enforcement services. These services are available on an as-needed basis and can be requested by the District to enhance law enforcement and security services to the campuses. The District will be billed for such services as provided in the contract and under the same terms that the Sheriff offers to other contract agencies.

Performance Measures & Metrics

The Sheriff’s Department, in conjunction with District staff, shall evaluate the efficiency and effectiveness of safety and security services through a variety of performance measures and assessment tools. These measures are broken down into the monthly and annual reporting obligations outlined below.

It is recognized that the development of metrics and reporting is a partnership between the District and the Sheriff’s Department. The District supports the use of existing information systems and reporting formats to the maximum extent possible and will work with the Sheriff’s Department to modify reporting measures as necessary to make the reporting requirements as economical and efficient as possible for both parties.

Monthly Report

No later than seven days after the beginning of a new month, the Sheriff’s Department shall provide a monthly report in a format to be approved by the Director or Safety & Security. The monthly report shall contain, at minimum, the following:
Reported crime statistics for Part I and Part II offenses\(^1\) within Community College Bureau jurisdiction for the preceding month along with comparative data reflecting the prior month/year data and the percentage change, up or down, year-over-year.

- The data will include figures for each crime category for the entire District (Community College Bureau entire jurisdiction).
- The data will also be summarized to reflect reported offenses at each campus.

Reported arrests by LASD Community College Bureau personnel for the preceding month along with comparative data reflecting the prior month/year data and the percentage change, up or down, year-over-year.

- The data will include figures for each crime category for the entire District (Community College Bureau jurisdiction).
- The data will also be summarized to reflect arrests made at each campus.

A denotation with summary explanation shall be made for each crime reported during the preceding month which fell under Jeanne Clery Act reporting requirements. A summary of actions taken in compliance with Jeanne Clery Act by the Sheriff’s Department and the District, such as production and circulation of a flier, email, or other mass notification method(s) shall be discussed in the monthly report as appropriate.

Staff, student(s), or other person(s) on campus experiencing injuries occurring on each campus shall be reported on the Sheriff’s “Injury or Incident” (IOI) report form and distributed as indicated on that form without unnecessary delay. The quantity of reported injuries shall be summarized in the monthly report.

- The data will include figures for the entire District (Community College Bureau jurisdiction).
- The data will also be summarized to reflect reported injuries at each campus.

Average ETA to calls on campuses (this will be provided once Security Operations Center is implemented with a centralized dispatch enabling tracking of calls in real time using LASD CAD program)

- This future dispatching data will provide figures for the average response times for calls within the entire District (Community College Bureau jurisdiction).
- The data will also be summarized to reflect each campus average response times to calls reported during the prior month.

Summary report of observable physical security and safety issues reported during the previous month by the Sheriff’s Department to the District using the

---

\(^1\) As specified in the [FBI Uniform Crime Reporting (UCR) guidelines for law enforcement agencies](https://www.fbi.gov/services/cjis/uniform-crime-reporting/ucr-guidelines)
LASD Safety & Security Concern (SSC) forms.
  o The data will include figures for the entire District (Community College Bureau jurisdiction) by category of reported concern.
  o The data will also be summarized to reflect a break down by category of reported concerns at each campus.

- Report of parking enforcement actions taken
  o The data will provide figures for the entire District (Community College Bureau jurisdiction)
  o The data will also be summarized to reflect parking enforcement actions taken at each campus.

- Report of special event details for the preceding month.
  o The data will provide approximate attendance figures and extra costs for special event details within the entire District (Community College Bureau jurisdiction)
  o The data will also be summarized to reflect a breakdown at each campus.

- Report of facility alarms triggered and LASD responses during the preceding month.
  o The data will include figures for the entire District (Community College Bureau jurisdiction)
  o The data will be parsed and summarized to reflect each campus.

- Report of Sheriff’s Department personnel assisting staff and students during the preceding month.
  o The data will include figures for the entire District (Community College Bureau jurisdiction)
  o The data will also be summarized to reflect such requests made at each campus.

- Report of training and/or presentations (summarized by course topic) provided by Sheriff’s Department personnel for LACCD staff and students during the preceding month.
  o The data will include figures for the entire District (Community College Bureau jurisdiction) with attendance numbers.
  o The data will also be summarized to reflect training and/or presentations at each campus along with associated attendance numbers.

- Overview and summarize all activities and campus community members served by the HEAT program:
  o Number of cases referred by campus BIT program or other appropriate campus administrator(s) due to escalating behavioral health concerns.
  o Number of cases involving disruption to campus of classroom behavior (including online instruction).
  o Break down by category for threat assessments involving LACCD
students, staff or non-students impacting LACCD campus(es) including those experiencing homelessness.

- Summary of cases by severity using the LA County crisis level matrix (1-4).
- Number of cases involving mental illness as a factor
- Number of cases involving developmental disability as a factor
- Number of cases involving veterans with traumatic brain injury or PTSD
- Number of voluntary treatment referrals including patients with private health care committed to care suggested or arranged by the HEAT program personnel.
- Number of involuntary holds pursuant to §§ 5150 or 5585 WIC
- Number of criminal cases averted by diversion to treatment program instead of seeking prosecution for a chargeable public offense including cases referred to the Intake Booking Diversion program in lieu of seeking a filing with the DA’s office.
- Number of suicide prevention efforts including “Caring Contacts” program
- Number of formal referrals to private entities, hospitals, Department of Mental Health or Veteran’s Affairs Hospital programs for Level 1 or Level 2 treatment (pre-crisis aversion efforts)
- Number of crises that required crisis negotiation team (CNT) level of de-escalation.
- Number of hours spent conducting interventions, intense case management, and crisis aversion efforts to help students/staff.
- Number of hours spent conducting interventions, intense case management, and crisis aversion efforts to help non-students who have negatively impacted campus(es)
- Number of cases referred to LAHSA, the HOST team and other programs to help address those experiencing homelessness.
- Number of cases closed by HEAT program personnel using the DMH category of case outcome.
- Liaison duties with LASD MET, RAMP and/or outside agency MET/SMART teams where the outside agency assists with any patient linked to LACCD campus(es).

Note: The “HEAT” program refers to Higher Education Assessment Team partnering one (1) Risk Assessment & Management Program specially trained B1 deputy with a DMH School Threat Assessment and Response Team (START) program clinician.

The Director of Safety & Security may require less or additional information in reports for assessing the ongoing safety and security concerns of LACCD campuses.
Annual Report – Calendar Year

The Sheriff’s Department Community College Bureau shall provide to the Director of Security & Safety, no later than March 1\textsuperscript{st} of the following year, an annual report summarizing the metrics contained in monthly reports for the prior calendar year in addition to the following:

- Summarize all Clery Act reporting requirements which must be published each year by October 1\textsuperscript{st}.
- Crime Prevention Through Environmental Design (CPTED) inspection results with detailed recommendations to enhance safety and security at each campus.
- Recap of detective bureau follow-up activities and general daily workload breakdown by workload category.
- Summary of LASD (internal) annual inspections for Community College Bureau including any deficiencies noted and corrective actions taken.
- Summary of staff training compliance by categorized (type of) training with applicable POST, B&P Code and Education Code mandates – including any exemptions (IOD, ROD, FMLA) and remedies with ETA for any non-compliance.
- Annual summary quantifying complaints, uses of force incidents, traffic collisions and other risk management issues involving Community College Bureau personnel – including an explanation of corrective actions taken/ongoing – if any.
- Annual summary quantifying commendations for Community College Bureau personnel.
- Demographics summary for assigned Community College Bureau personnel.
- The Sheriff’s Department will include a summary of randomized service audits mandatorily conducted by shift supervisors throughout the year in compliance with LASD policy.
- Overview and summarize all activities and campus community members served by the HEAT program.

Note: the District may separately conduct annual service assessments by surveying students/staff who have had direct contact with LASD personnel on campus(es) during the annual rating period. An example of this type of survey is conducted in spring and fall semesters by the LACCD Educational Programs and Institutional Research and posted annually online by semester and academic year.

Annual Report – Academic Calendar Year

The Sheriff’s Department Community College Bureau shall provide to the District Safety & Security Director, no later than September 1\textsuperscript{st} of the following academic year, an annual report summarizing the prior academic year regarding the following:
• Recap of Emergency Preparedness and Disaster Mitigation program training provided to Community College Bureau personnel, District staff and students during the academic year, including numbers in each category who participate in:
  o Functional exercises to include multiple first responder agencies involved
  o Localized drills to test or practice response capability on a limited basis such as by team, by shift, by campus generally with singular or limited objective, such as localized:
    ▪ Evacuation drills
    ▪ Active-shooter drills (neutralize threat)
    ▪ Response time and containment drills
    ▪ Application of first aid and patient evacuation under fire drill
    ▪ Establishment of command post
    ▪ Incident Management
  o Tabletop scenario exercises
  o Specialized formal training courses attended by Community College Bureau staff, including “train-the-trainer” programs, which are state and/or federally certified, to help develop the subject matter expertise for those serving the LACCD, which helps ensure compliance with state and federal laws while improving the preparedness, safety, and security of LACCD campuses and staff.

• Summary of disaster preparedness, mitigation, terrorism, and emergency preparedness training by categorized (type of) training with applicable POST, B&P Code and Educ Code mandates – including any exemptions (IOD, ROD, FMLA) and remedies for non-compliance.

• Summary of disaster preparedness, mitigation, terrorism, and emergency preparedness training by categorized (type of) training with applicable POST, B&P Code and Educ Code mandates – including any exemptions (IOD, ROD, FMLA) and remedies for non-compliance.

• In addition, each campus “School Incident Plan” shall be reviewed, refreshed and pertinent changes summarized in the annual Emergency Preparedness and Disaster Mitigation report.

Note: each “School Incident Plan” is a substantial “living” document that requires maintenance throughout the year including timely updates and distribution of new information so all concerned parties (including multiple first responder agencies) have the best available intelligence immediately at hand for reference during disaster responses and major incidents at LACCD campuses.

The workload, training programs and deliverables outlined above, including the annual
Emergency Preparedness and Disaster Mitigation report, will be the primary responsibility of the emergency preparedness and training program team leader and support unit team members (analyst / trainers / evaluators).

Additional Requirements

The following conditions are understood to be part of this contract between the District and the Sheriff’s Department:

- LASD personnel serving the LACCD will adopt uniform standards requiring the use of polo-type shirts and cargo pants/shorts for uniformed personnel. LACCD specifically prefers this more “relaxed—approachable” (Class C) uniform to the Class A or B attire worn daily at patrol stations.
- LASD will provide golf carts, UTV, and/or appropriate alternative vehicles and bicycles necessary for assigned staff to patrol at each campus.
- LASD to provide all body-worn camera capability for armed employees to include a video management system.
- LASD to require staff on campus patrols to utilize an electronic patrol check-in software or other comparable system(s) on campuses to record the locations that officers inspect across the campus within 120 days of initiating contract.
  
  Note: The District intends to purchase (own) and maintain the check-in system. LASD personnel will be authorized users of the system (like CCTV system on all District campuses).
- LASD to implement all reporting capabilities necessary to provide monthly and annual reports within 90 days of contract—College level dashboards
- LASD to provide a case management system to account for all injuries, incidents and offenses that occur on LACCD properties to provide campus safety and security reports within 90 days of initiating the contract.
- Ability to provide a computer-aided dispatch capable of documenting and reporting detailed reports for statistical enterprise data within 90 days of initiating the contract [refer to “Special Operations Center (SOC)” section regarding the understood CAD limitations until there is a centralized dispatch implemented].
- Provide a strategic plan and operational guidelines to address homeless individuals in and around the college campuses within 120 days of the contract.
- Develop a strategic security plan that includes security technology improvements, performance metric goals and work streams.
- Establish and maintain a formalized campus engagement program that includes a documented plan for student, employee, and community safety priorities.
- Establish performance metrics that align with community engagement and LACCD safety priorities. The metrics should track the percentage of completed
safety escorts, the number of townhall/student/staff meetings conducted, and the number of assists rendered to the campus population.

- In partnership with the District, implement a mass notification and standardized communications plan for reportable incidents.
- Conduct a risk, hazard, threat and vulnerability assessment of each college campus and satellite facility and provide a written report detailing the results within 120 days of assuming responsibilities.
- Establish on-going safety and security training curriculum for appropriate response measures for students, faculty, staff, and administrators on relevant security concerns as identified by the risk, hazard, threat, and vulnerability assessment.

**Special Operations Center (SOC)**

The Sheriff’s Department will work cooperatively with the District to establish a new Special Operations Center with centralized dispatching and full implementation of CAD functionality to include tracking of response times to calls, time spent at each call by each employee, and other features of LASD CAD enabled with centralized dispatching. The District seeks to have a centralized desk operation comparable to a Contract City desk operation with the exception of handling 911 calls directly (no link to 911 system).

The SOC should become a centralized coordination center plan that helps monitor security cameras at all campuses when the local campus desk staff is out of the office handling an incident as well as dispatch services and other centralized services such as situation status at all campuses in real time and centralized coordination of emergency response among first responder agencies following an earthquake or other major incident affecting one or more campuses.

**Cadet / Student Worker (Unarmed Employees) Program**

The Sheriff’s Department commits to establishing a cadet / student worker program effective no later than January 1, 2023, consistent with one of three County student worker employee classifications. Under this agreement, all current cadets employed by LACCD may apply for County student worker classification employment. The Sheriff’s Department will attempt to hire existing cadets as potential student workers so long as the applicants meet the requirements for the classification and pass the required background investigation for employment with the LA County Sheriff’s Department.

The LACCD agrees to allow LASD Community College Bureau ongoing access to actively recruit new student workers by posting, emailing, and including in campus newsletters periodically (as needed) with information about these employment opportunities when vacancies are anticipated at one or more campuses. With assistance and pre-approval from the Director of Safety & Security, the LASD may
contact designated instructors to seek approval to briefly share information about the program with students enrolled in degree programs where the student worker employment may be a valuable paid-internship opportunity of interest, such as those students seeking careers in criminal justice.

The LACCD agrees to end the existing cadet program on or before December 31, 2022.

The County student worker classification will, in effect, replace the existing District cadet program with a contracted service model whereby the Sheriff’s Department will be solely responsible for cadet/student worker program management. These part time employees will be sought for hire at the earliest opportunity to fulfill this contracted obligation for part time student worker (unarmed) positions at all campuses within the first year of the contract.

In essence, the student workers will assist and augment the minimum armed staff allocated for each campus. They will help provide additional campus security/safety by engaging in much the same type of daily work as the existing LACCD cadet program. Examples of duties might include locking/unlocking doors, foot patrols for high visibility, assisting students with directions on campus, providing escorts, arranging to get help for inoperable student/staff vehicles, answering phones in the office and assisting with campus desk/office duties. County student workers will be provided with an appropriate uniform (polo style shirt) and use of LASD radios while on duty. LASD Community College Bureau will provide the supervision, training and onboarding necessary for all part time student worker personnel.

Summary of Clery Act

The **Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act**, codified at 20 USC 1092 (f) as a part of the Higher Education Act of 1965, is a federal law that requires colleges and universities to disclose certain timely and annual information about campus crime and security policies. All public and private institutions of postsecondary education participating in federal student aid programs are subject to it.

Violators can be "fined" up to $25,000 by the U.S. Department of Education, the agency charged with enforcement of the Act and where complaints of alleged violations should be made or face other enforcement action.

**Note:** each campus is responsible for producing their own annual Clery Act compliance report. However, LACCD campuses are dependent upon the LASD Community College Bureau staff to help gather all necessary data each year without unnecessary delay.

The Sheriff’s Department Community College Bureau analyst shall help facilitate LACCD compliance with the Clery Act by gathering required information in a timely manner. This includes making contact with outside agencies to obtain reported criminal
offense data that must be included in the annual report for Clery Act compliance.

Annual Report

Colleges have to publish an annual report every year by October 1st that contains 3 years’ worth of campus crime statistics and certain security policy statements including sexual assault policies which assure basic victims’ rights, the law enforcement authority of campus police and where students should go to report crimes. The report is to be made available automatically to all current students and employees while prospective students and employees are to be notified of its existence and afforded an opportunity to request a copy. Colleges can comply using the Internet so long as the required recipients are notified and provided the exact Internet address where the report can be found, and paper copies are available upon request. A copy of the statistics must also be provided to the U.S. Department of Education.

Crime Statistics

Each college must disclose crime statistics for the campus, unobstructed public areas immediately adjacent to or running through the campus, and certain non-campus facilities including Greek housing and remote classrooms. The statistics must be gathered from campus police or security, local law enforcement, and other college officials who have "significant responsibility for student and campus activities" such as student judicial affairs directors. Professional mental health and religious counselors are exempt from reporting obligations but may refer patients to a confidential reporting system which the college has to indicate whether or not it has.

Colleges are also required to report the following three types of incidents if they result in either an arrest or disciplinary referral: 1.) Liquor Law Violations; 2.) Drug Law Violations; and 3.) Illegal Weapons Possession. If both an arrest and referral are made only the arrest is counted.

The statistics are also broken down geographically into "on campus," "residential facilities for students on campus," non-campus buildings, or "on public property" such as streets and sidewalks. Colleges can use a map to denote these areas. The report must also indicate if any of the reported incidents, or any other crime involving bodily injury, was a "hate crime."

Access to Timely Information

Colleges are also required to provide "timely warnings" and a separate more extensive public crime log. It is these requirements which are most likely to affect the day to day lives of students. The timely warning requirement is somewhat subjective and is only triggered when the college considers a crime to pose an ongoing "threat to students and employees" while the log records all incidents reported to the campus police or security department. The Sheriff's Department will cooperate and provide vital information to the
Law Enforcement and Security Services Plan

District Safety & Security Director as necessary to comply with these Clery Act “timely warnings” requirements.

Timely warnings cover a broader source of reports (campus police or security, other campus officials, and off-campus law enforcement) than the crime log but are limited to the crime categories required in the annual report. The crime log includes only incidents reported to the campus police or security department but covers all crimes not just those required in the annual report, meaning crimes like theft are included in the log. State crime definitions may be used.

Colleges that maintain a police or security department are required to disclose in the public crime log "any crime that occurred on campus...or within the patrol jurisdiction of the campus police or the campus security department and is reported to the campus police or security department." The log is required to include the "nature, date, time, and general location of each crime" as well as its disposition if known. Incidents are to be included within two business days but certain limited information may be withheld to protect victim confidentiality, ensure the integrity of ongoing investigations, or to keep a suspect from fleeing. Only the most limited information necessary may be withheld and even then, it must be released "once the adverse effect...is no longer likely to occur."

The log must be publicly available during normal business hours at each campus. This means that in addition to students and employees, the general public, such as parents or members of the local press, may access it. Logs remain open for 60 days and subsequently must be available within 2 business days of a request.
APPENDIX B

LOS ANGELES COMMUNITY COLLEGE DISTRICT
LAW ENFORCEMENT AND SECURITY SERVICES
PLAN

Minimum Staffing of Community College Bureau

July 1, 2022
Both parties stipulate to the following as being the **minimum deployment** for contracted safety/security personnel assigned to Community College Bureau:

**EM Shift**

Qty 1 Sergeant overseeing all campuses on EM shift (56-hour w/ relief post)

Qty 2 Deputy Sheriff Generalist (56-hour w/ relief post) flexible deployment “rover”  
(Each deputy in a specifically assigned region covering 5 campuses maximum)

Qty 3 Security Officers per campus allowing for desk/CCTV monitoring post rotation every 2-hrs maximum (56-hour w/ relief post)

**AM Shift**

Qty 1 Sergeant as primary supervisor for AM shift (56-hour w/ relief post)

Qty 1 Deputy Sheriff Generalist (56-hour w/ relief post) assigned per campus

Qty 2 Security Officers per campus allowing for desk/CCTV monitoring post rotation every 2-hrs maximum (56-hour w/ relief post)

Qty 2 Security Officers at Southgate satellite campus (40-hour w/ relief post); no dedicated coverage on weekends – defaults to ELAC campus team, if needed

**PM Shift**

Qty 1 Sergeant as primary supervisor for PM shift (56-hour w/ relief post)

Qty 1 Deputy Sheriff Generalist (56-hour w/ relief post) assigned per campus

Qty 2 Security Officers per campus allowing for desk/CCTV monitoring post rotation every 2-hrs maximum (56-hour w/ relief post)

Qty 2 Security Officers at Southgate satellite campus (40-hour w/ relief post); no dedicated coverage on weekends – defaults to ELAC campus team, if needed

**AM / PM Overlap Coverage**

Qty 1 Sergeant as the secondary field response supervisor on weekdays while primarily overseeing Training & Support Unit (40-hours non-relief)

Qty 2 Security Officers at VDK satellite campus (40-hour w/ relief post); no dedicated coverage on weekends – defaults to City College campus team, if needed

Qty 1 Unarmed student worker (cadet) per campus (up to 30-hours non-relief)
Flexible Deployment – Based on Specific Needs of Each Campus

Qty 1 B1 Deputy Team Leader for each campus

Qty 1 Unarmed student worker (cadet) at ELAC, Pierce, & City (up to 30-hours NR)

Discretionary / Flexible Deployment – Based on District Needs for All Campuses

Although these proposed positions are considered discretionary, they are highly recommended by the Sheriff’s Department as part of an overall comprehensive safety and security program for all campuses. These personnel carry out specialized functions and programs that are consistent with past formal recommendations made by the Blue-Ribbon Panel, Jensen & Hughes (LACCD consultant) recommendations in 2021, and/or by state and federal agencies such as the Governor’s Office of Emergency Services, FEMA, and the US Department of Justice Bureau of Justice Assistance.

Should these discretionary positions not all be funded, there are repercussions that impacts LASD Community College Bureau’s (CCB) ability to fulfill all the designated obligations listed in Appendix A and B. Services provided and duties would be reduced with priorities / preferences for remaining staff set with input from the Director of Safety & Security.

Qty 1 B1 Team Leader (40-hours non-relief) dedicated to safety/security operations training to include both internal (CCB personnel) in-service training and external (LACCD staff and student) training/presentations. This team leader liaisons with the campus team leaders to coordinate training and support, emergency operations and disaster preparedness programs at each campus. May augment and assist detectives when needed. Acting crisis negotiations lead and CCB liaison to MET/RAMP and BIT on campuses for monitoring the HEAT program. Responsible for coordinating annual campus CPTED inspections and proofing updates to reports. Acting liaison interacts daily with LACCD Disaster Prep and Emergency Manager; jointly responsible for conducting annual campus emergency preparedness assessments, refreshing, proofing, and ensuring contents of eleven campus “School Incident Plan” books are updated in real time.

Qty 1 Security Officer (40-hours non-relief) dedicated to safety/security operations training to include both internal (CCB personnel) in-service training and external (LACCD staff and student) training/presentations. Active shooter scenario preparedness specialist instructor to regularly help teach and test the readiness of LASD CCB personnel to protect staff/students during crimes and/or terrorism incident on campus(es). Includes lead operator duties and maintenance of MILO training simulator program for staff/students, lead coordinator for developing online safety/security training offerings for staff/students.
Specialist in Crime Prevention Through Environmental Design (CPTED) for annual inspections and reports. Produces reference materials and learning aids for training courses including pamphlets, posters, and handouts to help promote attendance at training for all nine campuses.

Liaisons with each team to continually schedule classes for CCB staff, LACCD staff and students seeking to attend training or have specialized presentations. Acts as backup and pooled personnel to assist Emergency Operations/Disaster Preparedness SO and team leader during campus drills, tabletop scenarios, etc.

Pre-plans and periodically helps lead penetration testing drills for various safety/security measures on all eleven campuses including tests of door locks, staff following security protocols, and unannounced testing to ensure CCTV active monitoring capability is functional and properly monitored in real time where LACCD has set automated triggers to alert staff, such as CCTV geofencing.

Periodically tests safety equipment unannounced such as blue phones on all campuses and documents results in monthly reports.

During major incident, assists with responding to affected campus(es) with specialized equipment and logistics such as setting up mobile command post or arriving on scene with additional trauma care equipment to resupply personnel on scene treating wounded people.

This designee will be specially trained to deploy national and state-certified metal detectors for special events and in response to gun or bomb threats – especially around finals week each semester – when requested by the Safety and Security Director, Deputy Chancellor and/or the campus President.

Qty 1 Security Officer (40-hours non-relief) dedicated to emergency management, disaster preparedness, including mitigation efforts to reduce property damage and/or injuries and death of staff or students on eleven campuses.

This designee will become state-certified “train-the-trainer” to help teach CCB and LACCD staff how to set up and staff proper EOC and sub-EOC and utilize ICS protocols for managing responses to major incidents. Additionally, this person will be the lead for coordinating training and presentations at all campuses to staff/students about personal safety and emergency preparedness topics on a rotational basis.

Designee will work with LACo vendor to produce emergency/disaster preparedness online training resources so online students can obtain benefits of such training asynchronously. This S/O will work with team leader, LACCD Emergency Preparedness Manager and training S/O to conduct drills, tabletop scenarios, and periodical full functional exercises to involve outside agencies.
This takes a small team of dedicated trainers who can pre-plan, document and execute planned training.

Responsible for upkeep of each campus “School Incident Plan” as it pertains to disaster preparedness topics. Acts as backup and pooled personnel to assist the safety/security training SO and team leader during planned campus drills, tabletop scenarios, and training courses offered periodically at all campuses. The goal is to create a catalog of training courses and presentations available to LACCD staff and students to select from by topic(s) of most interest.

During major incident, this SO assists with responding to affected campus(es) with specialized equipment and logistics such as setting up mobile command post or arriving on scene with additional trauma care equipment to resupply personnel on scene treating wounded people.

This S/O will also be specially trained to deploy national and state-certified metal detectors for special events and in response to gun or bomb threats – especially around finals week each semester – when requested by the Safety and Security Director, Deputy Chancellor and/or the campus President.

Note: both S/O’s in Training & Support Unit would be cross-trained and help develop other S/O’s who can fulfill duties in the event of one or the other on absence.

Qty 1 B1 MET/RAMP Deputy (PSN 521 Classification) partnered with a DMH START Program Clinician – Deployed as dedicated HEAT team [40-hours non-relief]

Serving all nine campuses and two satellite campuses:

- Level 4 crisis mobile co-response team where a crime occurred and/or public safety is jeopardized by the subject’s behavior. HEAT can place patients on involuntary hold and hospitalize. HEAT unit capable of responding “Code-3” when needed and transporting most patients in specially designed patient-centric transport vehicle (LASD provides). HEAT can also arrange ambulance transport when needed.
- HEAT seeks to defer patients to treatment vs. jail whenever possible using the “Intake Booking Diversion” (IBD) program by agreement with LACo DA’s. Criminal charges are usually held in abeyance and not filed so long as the patient cooperate with their prescribed care and treatment program. During the IBD process, HEAT provides intense case management to keep the patient on track and help overcome difficulties such as finding transportation to attend appointments, etc. Periodic home visits are made and contacts with affected staff/instructors to ensure patient is making progress and no relapse.
- Level 3 crisis mobile co-response team where subject’s behavioral health concerns are beyond the capability of on-campus BIT team. Having dedicated HEAT team averts prolonged wait times for DMH PMRT team which are woefully understaffed Countywide (4-6 hours wait is common).
- Level 2 crisis intervention. HEAT can directly assist BIT or campus dean when
a student or staff member behavioral health conditions appear to be worsening. HEAT may also help intervene with disciplinary matters where mental health or developmental disability is an underlying factor in the behavioral health concerns on campus or online (but linked to LACCD classes).

- Level 1 treatment referrals – HEAT has access to dozens of public and private treatment options for staff/students with unmet behavioral health needs. In addition, HEAT acts as a program navigator with ability to help coordinate care for underlying conditions that exacerbates mental health conditions such as untreated medical issues, poverty, hunger, homelessness, etc.

- Risk Assessment & Management Program (RAMP) whereby specially trained and certified personnel conduct in-depth threat assessment for patient with problematic behavioral health concerns including specific of implied threats made. RAMP can provide intervention plan to include obtainment of search warrants and/or partnering with DB and DMH specialized resources to obtain court orders for involuntary detention holds and compelled treatment plans. RAMP provides active intense case management and home interventions for any patient posing a threat during the advanced outpatient treatment plan.

- HEAT will work in close partnership with each campus BIT team and attempt to intervene in escalating behavioral health matters well before they become dangerous crises whenever possible. The goal is to prevent crises every bit as much as de-escalate crises when they do occur involving students, staff, or non-students with behavioral health concerns impacting LACCD campuses/staff/students.

- HEAT works closely with LASD HOST team to help address persistent problems with persons experiencing homelessness.

- HEAT can help with training and/or presentations for CCB personnel, LACCD staff and students.

- HEAT B1 Deputy is a POST-certified advanced-level crisis negotiator able to respond “code 3” in real time and assume immediate lead negotiator role while summoning rest of CNT team during major incidents, threats of suicide, barricade, etc.

- HEAT liaisons with the Veterans Mental Evaluation Teams (VMET) when behavioral health concerns involve student veterans on LACCD campus(es).
Appendix C

Los Angeles Community College District
Law Enforcement and Security Services Plan

Contracted Staffing Agreement
Estimated Charges & Service Hours
(CLEB 575)

July 1, 2022
To determine the total cost of the contract for FY2022-23, the Sheriff’s Department obtains salary and benefits rates, along with liability trust fund fees, from the County Auditor-Controller. LASD Contract Law Enforcement Bureau (CLEB) then applies those rates to the “Estimated Charges and Service Hours” template that follows (CLEB 575).

**Full-Time Contracted Staff**

With all mutually agreed minimum staffing funded as reflected in Appendix B, plus three of the four discretionary staff recommended by the Sheriff’s Department being included, the total cost for full time contracted employees would be **$24,976,800**, as reflected on the CLEB 575 documents that follow.

**Part-Time Contracted Staff**

To determine the cost of part-time staff comprising the new cadet student worker program managed by the LASD, that cost must be computed manually using the FY2022-23 hourly rate for student worker classification of **$24.83/hr**.

The student worker cost cannot be reflected on the CLEB 575 document because this classification is part-time, flexible schedule (around student college class obligations) and these employees do not receive benefits – only hourly wages. Therefore, the calculations would be handled differently. The District would only be billed monthly for the actual hours the student workers were on duty, which may vary up to 30-hours per month per employee.

It is possible to determine the *maximum* cost of one student worker (cadet) theoretically working the maximum possible 30-hours per week for 52 weeks per year as follows:

\[
30 \text{ hours/wk} \times \$24.83 \text{ hourly contract rate} \times 52 \text{ wks} = \$38,735 \text{ per student worker}
\]

In the example above, the maximum cost is shown for a student worker who worked the *maximum* hours *every week of the year without fail*. This is a highly unlikely scenario and actual cost would likely be significantly less due to variations in weekly schedules around the students’ college class schedules.

If all 12 positions were filled for an entire year at the maximum rate possible, the estimated cost would be

\[
\$38,735 \times 12 \text{ student workers} = \$464,818.
\]

This scenario above reflects the “not to exceed” maximum cost using an unlikely “perfect case” scenario where there is no turnover and students never miss an hour each week.

The District can help determine the approximate cost of augmenting the CLEB 575 “contract” with hourly student workers based on when the employees start, how many hours per week are sought from each student worker and how many total student workers are desired for LACCD campuses. It is the understanding of both parties that
the District seeks to have at least nine (9) student workers with one being assigned to each campus. The LASD suggests an additional three (3) student workers to assist with busier campuses such as: East LA College, Pierce College, and City College.

The actual number of unarmed student workers can be adjusted as positions are filled or remain vacant to meet each campus needs. In this regard, the LACCD can help determine the overall level of service needed and the maximum cost the District is willing to contract for. The Director of Safety and Security will communicate District needs and expectations to the Community College Bureau captain to adjust the level of total student worker services sought by the District.

The District may consider the following means to help offset costs of hourly part-time student workers (cadets) potentially:

- Parking citation revenues may help offset student worker costs by campus.
- Optionally, reallocating SOA classification workers at nine (9) campuses could save the District personnel salaries and benefits expenses since the LASD will be managing the cadet program moving forward in 2023.
- All 12 student worker positions would rarely all be filled to 100% capacity due to anticipated high turnover rate for part-time student employees. Unfilled positions equate to cost savings (not billable to LACCD) while LASD is continually recruiting to fill anticipated vacancies and completing cadet / student worker background investigations.

**Summary of Anticipated Maximum Costs**

All costs considered, the base rate of $24.9M would remain constant as reflected on the CLEB 575 form on the following pages. However, the billing for student worker services is likely to vary month-to-month depending on hiring to meet campus needs.

If the maximum part-time services are provided by student workers starting in January 2023 and one (1) of the suggested discretionary security officer positions remains unfunded, then the maximum cost for the contract (not to exceed value) would be:

\[ \$24,976,800 \text{ – referring to CLEB 575} \]

\[ \$232,409 \text{ – referring to preceding page calculations for student workers} \]

\[ (\$464,818 \div 2 \text{ for half fiscal year maximum coverage}) \]

\[ \$25,209,209 \text{ – maximum potential cost in FY2022-23} \]

Note: The student worker/cadet program will be scalable to meet campuses’ needs.
GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RECITALS..................................................................</td>
<td>2</td>
</tr>
<tr>
<td>1.0</td>
<td>SCOPE OF SERVICES...............................................</td>
<td>2</td>
</tr>
<tr>
<td>2.0</td>
<td>ADMINISTRATION OF PERSONNEL....................................</td>
<td>3</td>
</tr>
<tr>
<td>3.0</td>
<td>DEPLOYMENT OF PERSONNEL........................................</td>
<td>5</td>
</tr>
<tr>
<td>4.0</td>
<td>PERFORMANCE OF SERVICES........................................</td>
<td>6</td>
</tr>
<tr>
<td>5.0</td>
<td>INDEMNIFICATION..................................................</td>
<td>7</td>
</tr>
<tr>
<td>6.0</td>
<td>TERM OF AGREEMENT..............................................</td>
<td>10</td>
</tr>
<tr>
<td>7.0</td>
<td>RIGHT OF TERMINATION...........................................</td>
<td>10</td>
</tr>
<tr>
<td>8.0</td>
<td>BILLING RATES....................................................</td>
<td>11</td>
</tr>
<tr>
<td>9.0</td>
<td>PAYMENT PROCEDURES..............................................</td>
<td>11</td>
</tr>
<tr>
<td>10.0</td>
<td>AMENDMENTS..........................................................</td>
<td>12</td>
</tr>
<tr>
<td>11.0</td>
<td>ASSIGNMENT, DELEGATION, AND SUBCONTRACTING..............</td>
<td>12</td>
</tr>
<tr>
<td>12.0</td>
<td>AUTHORIZATION WARRANTY.........................................</td>
<td>12</td>
</tr>
<tr>
<td>13.0</td>
<td>GOVERNING LAW, JURISDICTION, AND VENUE....................</td>
<td>13</td>
</tr>
<tr>
<td>14.0</td>
<td>NOTICES.............................................................</td>
<td>13</td>
</tr>
<tr>
<td>15.0</td>
<td>VALIDITY............................................................</td>
<td>13</td>
</tr>
<tr>
<td>16.0</td>
<td>WAIVER...............................................................</td>
<td>13</td>
</tr>
<tr>
<td>17.0</td>
<td>ENTIRE AGREEMENT................................................</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>SIGNATURES...................................................................</td>
<td>15</td>
</tr>
</tbody>
</table>

APPENDIX A: LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES PLAN
APPENDIX B: MINIMUM STAFFING OF COMMUNITY COLLEGE BUREAU
APPENDIX C: SH-AD 575 DEPLOYMENT OF PERSONNEL FORM
This General Law Enforcement and Security Services Agreement ("Agreement") is entered into this ______ day of __________________, 2022, by and between the COUNTY OF LOS ANGELES ("County") and the LOS ANGELES COMMUNITY COLLEGE DISTRICT ("District.")

RECITALS

Whereas, the District is desirous of contracting with the County for the performance of the general law enforcement and security services described herein by the Los Angeles County Sheriff’s Department ("Sheriff’s Department"); and

Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff’s Department, to provide general law enforcement and security services within the corporate limits of the District to the extent and in the manner hereinafter set forth in this Agreement, including Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan), which is attached hereto and incorporated herein.

1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the
jurisdiction of and customarily rendered by the Sheriff of Los Angeles County ("Sheriff") under the Charter of the County and the statutes of the State of California, and security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide, including but not limited to: maintaining the security of District buildings and property; attending meetings and other gatherings to maintain order; patrolling campus grounds and parking lots; observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel; and responding to incidents that require the administration of first aid.

2.0 ADMINISTRATION OF PERSONNEL

2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the District and shall perform the functions of the Chief of Police at the direction of the Deputy Chancellor or District’s Safety and Security Director.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. In addition to the standards of performance customarily applied by the Sheriff, the standards presented in Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) of this Agreement shall also be used to assess the performance of Sheriff’s Department personnel under this Agreement.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the District.
2.4 With regard to Paragraph 2.3 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties.

2.5 All District employees who work in conjunction with the Sheriff’s Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims any kind from the County based on this Agreement. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the District and County.

2.6 When performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this Agreement and is a community college police or security function.

2.7 The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.

2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.
3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff's Department and shall be as indicated on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement.

3.2 In the interest of public safety and effectiveness of service rendition, the minimum level of deployment is set forth in Appendix B (Minimum Staffing of Community College Bureau) of this Agreement.

3.3 The staffing levels on Appendix C (SH-AD 575 Deployment of Personnel Form) shall remain in effect throughout the term of this Agreement; however, the District or the Department reserves the right to enter into negotiations regarding staffing levels with the other party should the District encounter additional decreases in the current student enrollment or if unanticipated events require a reevaluation of staffing levels.

3.4 A new Appendix C (SH-AD 575 Deployment of Personnel Form) shall be authorized and signed annually by the District and the Sheriff's Department each July 1, and attached hereto as an Amendment to this Agreement.

3.5 Should the District request a change in level of service, an additional Appendix C (SH-AD 575 Deployment of Personnel Form) shall be signed and authorized by the District and the Sheriff's Department and attached hereto as an Amendment to this Agreement.

3.6 The most recent dated and signed Appendix C (SH-AD 575 Deployment of Personnel Form) attached to this Agreement shall be the staffing level in effect between the County and the District.

3.7 The District is not limited to the services indicated in Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement under the procedures set forth in Paragraphs 3.4 or 3.5 above.
3.8 General law enforcement and security services performed hereunder may include, if requested by the District, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

4.0 PERFORMANCE OF SERVICES

4.1 For the purpose of performing said general law enforcement and security services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.

4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff’s Department substation within the District which would not normally be provided by the Sheriff's Department, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.

4.4 It is expressly further understood that in the event a District local office or building is maintained in said District pursuant to Paragraph 4.3 above, such facilities may be used by the Sheriff’s Department in connection with the performance of its duties in territory outside of the District, provided, however, that (a) the performance of such outside duties shall not be at any additional cost to the District, including, but not limited to, increased operating expenses of the facilities arising from such outside duties performed by the Sheriff’s Department, (b) use of the District’s facilities for such outside duties shall be of an incidental nature as measured by the types of activities performed and their duration, (c) Paragraphs 5.3 and 5.4, and the provisions of Paragraph 5.5 relevant to the District’s indemnity of the County, shall not apply to any liability, expense, claim, cause of action, lawsuit or damage of any kind
(collectively, “Loss” for purposes of this Paragraph only) arising from or related in any way to such outside duties, (d) the County shall expressly indemnify and defend the District against any Loss arising from or related in any way to such outside duties, whether or not such Loss was caused, or alleged to be caused, by District’s negligence, acts, omissions or willful misconduct, and (e) if the District, in its sole judgment, determines that the Sheriff's Department is not complying with the aforementioned conditions, the Sheriff's Department, within thirty (30) calendar days advance written notice from the District, shall cease the use of said facilities for outside activities.

4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

5.0 INDEMNIFICATION

5.1 Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.

5.2 Except as otherwise provided for in this Agreement and Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan), the County shall indemnify, defend and hold harmless the District and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney’s fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees or agents occurring during the performance of this Agreement. This indemnity
shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage or self-insurance coverage. In the event that a claim or lawsuit is served on the District alleging liability that arises from or relates to the actions or failure to act of County officers, directors, employees and/or agents, County shall promptly assume responsibility for investigation and response to said claim or lawsuit. In the event County contends that the legal responsibility lies with the District, County shall provide the written basis for its decision to the District Office of General Counsel, as well as its investigative materials to the District in a manner that provides sufficient time for timely response by the District to third parties. Such materials are stipulated to be privileged as attorney-client communications and/or work-product in anticipation of litigation, and they shall not be discoverable by a third party unless ordered by a court of appropriate jurisdiction. In the event of a dispute over legal liability, both parties will retain all legal and equitable rights for defense and indemnity.

5.2.1 The parties acknowledge and agree that Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) of this Agreement provides a general description of the general law enforcement and security services to be provided under this Agreement. The District understands and agrees that the general law enforcement and security services provided hereunder are unlikely to accomplish fail-proof security or to foresee, detect, prevent and or eliminate the occurrence of all crime or any wrongdoing, at any particular location or time.

5.2.2 Notwithstanding anything contained herein, the County’s obligation hereunder to the District for tortious matters shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the District. This
provision shall not operate to limit the County’s obligation to defend and indemnify the District as to any liability, claim, action or lawsuit by any third party, nor shall this provision operate to limit any of County’s responsibilities for breach of its contractual duties under this Agreement.

5.2.3 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker’s compensation laws.

5.3 Except as provided in Paragraph 4.4 if this Agreement, the District shall indemnify, defend and hold harmless County and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney’s fees), claims, causes of action, (including, but not limited to, causes of action related to the selection, retention, or supervision of District officers, employees or agents) and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death personal injury, discrimination, harassment, emotional distress, or property damage (including property of District) arising from or connected with any alleged act and/or omission of District, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage or self-insurance coverage.

5.4 Except as provided in Paragraph 4.4 of this Agreement, when liability is based on or alleged to be based on a dangerous condition of District property pursuant to Government Code section 830, et seq. (including but not limited to, the plan or design of the District property), District shall assume liability and defend and hold County harmless from any loss, cost, or expenses (including but not limited to defense costs and attorney’s fees) unless the dangerous condition was
caused by an act or omission of the County or any of its officers, employees or agents. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage.

5.5 Except as provided in Paragraph 4.4 of this Agreement, by providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code sections 895.2 and 895.6 are not applicable to this Agreement. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

6.0 TERM OF AGREEMENT

6.1 This term of this Agreement shall commence July 1, 2022 and shall terminate June 30, 2027, unless sooner terminated or extended as provided for herein.

6.2 At the option of the County Board of Supervisors and with the consent of the District Board of Trustees, this Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one-hundred twenty (120) calendar days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the District may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the District’s notice to the County.

7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred and eighty (180) calendar days before the date specified for such termination.
7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The District shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement, as established by the County Auditor-Controller. The Sheriff’s Department will use its best efforts to provide the billing rates for each new fiscal year no later than April 30th of each calendar year.

8.2 The rates set forth on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement may be reduced by the County at any time.

8.3 The rates set forth on Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

8.4 The District shall be billed based on the service level provided within the parameters of Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement.

8.5 The cost of other services requested pursuant to Paragraph 3.8 of this Agreement and not already set forth in Appendix C (SH-AD 575 Deployment of Personnel Form) of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff’s Department, shall render to the District within ten (10) calendar days after the close of each calendar month a summarized
9.2 If such payment is not delivered to the County office, which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.3 Said interest shall be at a rate of five percent (5%), calculated from the date payment was due pursuant to Paragraphs 9.1 and 9.2 above.

10.0 AMENDMENTS
All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the District.

11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING
A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

12.0 AUTHORIZATION WARRANTY
District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.
13.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

14.0 NOTICES

14.1 Unless otherwise specified herein, all notices or demands require or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

14.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff’s Department
Contract Law Enforcement Bureau
Attn: Captain Sergio Escobedo
211 W. Temple St.
Los Angeles, CA 90012

14.3 Notices to the District shall be addressed as follows:

Los Angeles Community College District
Attn: Melinda Nish, Deputy Chancellor
770 Wilshire Blvd.
Los Angeles, CA 90017

15.0 VALIDITY

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

16.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to
enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17.0 ENTIRE AGREEMENT
This Agreement, including Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan), Appendix B (Minimum Staffing of Community College Bureau), and Appendix C (SH-AD 575 Deployment of Personnel Form), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0 (Amendments) of this Agreement and signed by both parties.
GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer thereof, and the District has caused this Agreement to be executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By ________________________________

HOLLY J. MITCHELL
Chair, Board of Supervisors

ATTEST:
Celia Zavala
Executive Officer
Los Angeles County
Board of Supervisors

By ________________________________
Deputy

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By ________________________________

Chancellor

APPROVED AS TO FORM:
Dawyn R. Harrison
Acting County Counsel

By: ________________________________
Principal Deputy County Counsel

APPROVAL ON FILE
<table>
<thead>
<tr>
<th>Cluster Agenda Review Date</th>
<th>6/15/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Meeting Date</td>
<td>6/28/2022</td>
</tr>
<tr>
<td>Supervisorial District Affected</td>
<td>All</td>
</tr>
<tr>
<td>Department(S)</td>
<td>Chief Executive Office, Fire, Health Services, Public Health, and Sheriff</td>
</tr>
<tr>
<td>Subject</td>
<td>Accept 2021 Urban Area Security Initiative (UASI) Grant Funds</td>
</tr>
<tr>
<td>Program</td>
<td>Homeland Security Grants Administration</td>
</tr>
<tr>
<td>Authorizes Delegated Authority to Dept</td>
<td>Yes</td>
</tr>
<tr>
<td>Sole Source Contract</td>
<td>No</td>
</tr>
<tr>
<td>Deadlines/Time Constraints</td>
<td>N/A</td>
</tr>
<tr>
<td>Cost &amp; Funding</td>
<td>Total cost: $18,996,270 total</td>
</tr>
<tr>
<td></td>
<td>Funding source: Federal Department of Homeland (DHS) Security/Federal Emergency Management Agency (FEMA)</td>
</tr>
<tr>
<td></td>
<td>TERMS (if applicable): September 1, 2021 to May 31, 2024</td>
</tr>
<tr>
<td></td>
<td>Explanation: The UASI Grant is fully funded by DHS through the California Governor’s Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.</td>
</tr>
<tr>
<td>Purpose of Request</td>
<td>To accept $18,996,270 in 2021 UASI Funds from DHS, as distributed through the Los Angeles/Long Beach Urban Area (LB/LBUA), to enhance the capacity of State and local agencies to respond to incidents of terrorism, as well as natural disasters, through coordinated training, exercises, equipment acquisition and technical assistance, and approve the allocation of such funds for the period of September 1, 2021 through May 31, 2024; authorize the Director of Internal Services, as the County’s Purchasing Agent, to proceed with the solicitation and purchase of the capital assets which are in excess of $250,000; and authorize the Chief Executive Officer to execute the UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions and augmentations, deemed appropriate.</td>
</tr>
<tr>
<td>Background (include internal/external issues that may exist including any related motions)</td>
<td>DHS has released UASI Grant funds to selected jurisdictions, including LB/LBUA The UASI Grant is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2021 UASI Grant award totaling $55,420,000. The County’s allocation of the 2021 UASI Grant award is $18,996,270.</td>
</tr>
<tr>
<td>Equity Index or Lens Was Utilized</td>
<td>Yes</td>
</tr>
<tr>
<td>Supports One of the Nine Board Priorities</td>
<td>Yes</td>
</tr>
<tr>
<td>Departmental Contacts</td>
<td>Name, Title, Phone # &amp; Email:</td>
</tr>
<tr>
<td></td>
<td>Craig Hirakawa, Principal Analyst, CEO (213)974-1127, <a href="mailto:CHirakawa@ceo.lacounty.gov">CHirakawa@ceo.lacounty.gov</a></td>
</tr>
<tr>
<td></td>
<td>Jimmy Nguyen, Program Specialist III, CEO (213)262-7902, <a href="mailto:JNguyen@ceo.lacounty.gov">JNguyen@ceo.lacounty.gov</a></td>
</tr>
<tr>
<td></td>
<td>Laura Jacobson, Deputy County Counsel (213)974-1923, <a href="mailto:LJacobson@counsel.lacounty.gov">LJacobson@counsel.lacounty.gov</a></td>
</tr>
<tr>
<td></td>
<td>Lauren Dods, Sr. Deputy County Counsel (213)974-1856, <a href="mailto:Ldods@counsel.lacounty.gov">Ldods@counsel.lacounty.gov</a></td>
</tr>
</tbody>
</table>
June 28, 2022

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:

**ACCEPT 2021 URBAN AREA SECURITY INITIATIVE GRANT FUNDS**
(ALL DISTRICTS)
(3 VOTES)

**SUBJECT**

Board approval is requested to find the proposed actions do not constitute a project or are exempt under the California Environmental Quality Act (CEQA) and accept the County of Los Angeles’ (County) allocation of the 2021 Urban Area Security Initiative Grant (UASI) funds to enhance the capacity of State and local agencies to respond to incidents of terrorism as well as natural disasters. The enhancements are provided through coordinated training, exercises, equipment acquisition, and technical assistance.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the County activities to be funded with the 2021 UASI funds from the Federal Department of Homeland Security (DHS) as distributed through the Los Angeles/Long Beach Urban Area (LA/LBUA) do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed activities;

2. Accept $18,996,270 in 2021 UASI Grant funds under Assistance Listing Number 97.067 from DHS as distributed through the LA/LBUA with a Performance Period of September 1, 2021 to May 31, 2024, and approve the allocation of such funds as set forth in the Attachment hereto;

3. Authorize the County’s Purchasing Agent to proceed with the solicitation and
purchase of capital assets which are in excess of $250,000 with two weeks advance notice to the Board of Supervisors (Board); and

4. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the UASI subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions, and augmentations as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS has released UASI Grant funds to selected jurisdictions, including the LA/LBUA which is administered by the City of Los Angeles. The LA/LBUA, which includes the County, the Cities of Los Angeles and Long Beach, and thirteen other participating jurisdictions, received a 2021 UASI Grant award totaling $55,420,000. The County’s allocation of the 2021 UASI Grant award is $18,996,270 and is detailed in the Attachment.

These UASI Grant funds are proposed for allocation to address the unique equipment, training, planning, and exercise needs of large urban areas associated with addressing threats or acts of terrorism.

Approval of the recommended actions will find the County activities proposed to be funded through the 2021 UASI Grant are not projects or, in the alternative, are exempt under CEQA; accept the Grant funds and approve the allocation thereof; authorize the County’s Purchasing Agent to proceed with the capital asset purchases in excess of $250,000 with two weeks advance notice to the Board, and delegate authority to the Chief Executive Officer to execute the appropriate documents.

Implementation of Strategic Plan Goals

The recommended actions support Goal III, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The UASI Grant is fully funded by DHS through the California Governor’s Office of Emergency Services (Cal OES). There is no matching fund requirement or impact on net County cost.

The following County departments will receive funding for the proposed specific projects as detailed in the Attachment: Chief Executive Office – Office of Emergency Management ($500,000), Fire ($5,558,997), Health Services ($1,195,912), Public Health ($735,094) and Sheriff ($11,006,267). The funding needed for Fiscal Year 2022-23 will be requested during the Fiscal Year 2022-23 Supplemental Budget Phase.
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the County Operational Area with specific guidelines for the administration, management, and utilization of the UASI Grant. These guidelines detail all activities and expenditures that are eligible for reimbursement.

ENVIRONMENTAL DOCUMENTATION

The proposed County activities to be funded as identified in the Attachment do not constitute projects, pursuant to CEQA, because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2) and (5) of the State CEQA Guidelines on the basis that are continuing administrative or organizational activities of government and do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301 and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County’s Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. In addition, based on the records of the proposed exempt activities, the exempt activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient awarded funding is required to comply with CEQA, as applicable, in order to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. Chief Executive Office staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

CONTRACTING PROCESS

The UASI subrecipient agreement with the City will be entered into and administered by the Chief Executive Officer under delegated authority as approved by the Board. Prior to execution, the agreement will be reviewed and approved as to form by County Counsel.

The acquisition of capital asset equipment costing over $250,000, as identified in the Attachment, is under the statutory authority of the County’s Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This UASI Grant provides funding to the County for planning, equipment, training, and program management and administration for emergency prevention, preparedness, and response personnel. The UASI Grant will have a positive impact on current services by improving and enhancing the County’s ability to mitigate threats and incidents of terrorism.

CONCLUSION

Upon execution by the Board, please send a copy of the adopted Board letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

Sincerely,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC
TT:CH:JN:ar

Attachment

c: Executive Office, Board of Supervisors
   County Counsel
   Sheriff
   Fire
   Health Services
   Public Health
# 2021 Urban Area Security Initiative
## Allocation to County Departments

<table>
<thead>
<tr>
<th>Department</th>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive Office - Office of Emergency Management</td>
<td>Special Event Gap Assessment; and Regional Emergency Management Software</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Fire</td>
<td>Joint Regional Intelligence (JRIC) Officers; Critical Infrastructure Key Resource; Joint Hazard Assessment Team; Counter - Unmanned Aircraft System (UAS) Captain; Hazardous Materials Equipment; Regional Radiac Monitors; Self Contained Breathing Apparatus (SCBA); Maritime Training; Regional Training Centers Maintenance and Sustainment; Tactical Emergency Medical Services (TEMS) Equipment; Urban Search and Rescue (USAR) Props; Community Risk Reduction Coordinator; All Hazards Incident Management Training; Fire Ground (FGS) Training; UAS Training and Equipment; FLIR Cameras for Helicopters; Hydraulic Rescue Tool; Mobile Command unit; and Vernon Classroom</td>
<td>$ 5,558,997</td>
</tr>
<tr>
<td>Health Services - EMS</td>
<td>Tent Shelter Kits; and Space Lease for Equipment Storage</td>
<td>$ 1,195,912</td>
</tr>
<tr>
<td>Public Heath</td>
<td>Equipment for Enhancing Public Health Capabilities to Respond to Radiological Incidents</td>
<td>$ 735,094</td>
</tr>
<tr>
<td>Sheriff</td>
<td>Cobwebs Technologies Platform; Cellebrite Premium Unlimited Package; Infrastructure Upgrade; Southern California Situational Awareness (SCSAP) Platform; Intelligence System Backup Server; Cisco WebEx Collaboration Boards; Downlink and CNC Live Equipment; Lexray; Investigative Tools/Resources; Helipad Security Cameras; Chemical, Biological, Nuclear, and Explosives (CBRNE) Detection Equipment; Arson and Explosive Robot; Mobile Barrier Project; AUV Critical Infrastructure Protection; ROV Critical Infrastructure Protection; High Threat Disablement/Render Safe; Maintenance; CBRNE Vessel; WMD Training; Critical Infrastructure Protection Program Training (CIPP); Counter-Terrorism and Intelligence Tradecraft Training; Enhanced Active Shooter Strategies Training; Tactical Medicine Course; Mobile Communication Equipment; Personal Ballistic Armor; Patrol Rifle Body Armor; Counter-Terrorism Investigations Ballistic Protection Equipment; Maritime Personnel Protective Armor; Trauma First Aid Kits; Fusion Goggle System; Overwater Emergency Egress Equipment; Command Post Computers; Search and Rescue Equipment; Fusion Center Training, Palantir, Cybersecurity Intelligence Analysts, and Critical Incident Platform</td>
<td>$ 11,006,267</td>
</tr>
</tbody>
</table>

**Totals** $ 18,996,270
<table>
<thead>
<tr>
<th>CLUSTER AGENDA REVIEW DATE</th>
<th>6/15/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOARD MEETING DATE</td>
<td>6/28/2022</td>
</tr>
<tr>
<td>SUPERVISORIAL DISTRICT AFFECTED</td>
<td>□ All □ 1st □ 2nd □ 3rd □ 4th □ 5th</td>
</tr>
<tr>
<td>DEPARTMENT(S)</td>
<td>Probation</td>
</tr>
<tr>
<td>SUBJECT</td>
<td>CATEGORICAL EXEMPTION ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87565 APPROVE APPROPRIATION ADJUSTMENT APPROVE PROJECT BUDGET</td>
</tr>
<tr>
<td>PROGRAM</td>
<td>Project TA665 Probation Barry J. Nidorf Juvenile Hall CCTV System</td>
</tr>
<tr>
<td>AUTHORIZES DELEGATED AUTHORITY TO DEPT</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>SOLE SOURCE CONTRACT</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>If Yes, please explain why:</td>
<td></td>
</tr>
<tr>
<td>DEADLINES/ TIME CONSTRAINTS</td>
<td>This project is urgent to implement as the new CCTV system is a part of the County's settlement with DOJ, for the Probation Camps and Halls, which are due to be completed by 12/31/2023, however the project is forecast for 25months.</td>
</tr>
<tr>
<td>COST &amp; FUNDING</td>
<td>Total cost: $15,080,000 Funding source: Prior year net County cost and Probation Operating Budget funding.</td>
</tr>
<tr>
<td>TERMS (if applicable):</td>
<td></td>
</tr>
<tr>
<td>Explanation:</td>
<td>The total cost for the proposed Project is currently estimated at $15,080,000 which includes construction/installation, equipment, change order allowance, inspection/testing, and ISD services.</td>
</tr>
<tr>
<td>PURPOSE OF REQUEST</td>
<td>Approval of the recommendations will find that the Probation Department’s (Probation or Department) Barry J. Nidorf Juvenile Hall (BJNJH) Closed Circuit Television (CCTV) Project (Project) is categorically exempt from the California Environmental Quality Act (CEQA); establish and approve the associated Capital Project No. 87565; approve the project budget; approve an appropriation adjustment; and authorize the Director of the Internal Services Department (ISD), or designee, to deliver the proposed project using both Job Order Contracts (JOCs) and Telecommunications Equipment and Services Master Agreement (TESMA) contracts.</td>
</tr>
<tr>
<td>BACKGROUND (include internal/external issues that may exist including any related motions)</td>
<td>The camera system and supporting infrastructure represented in this Board Letter were designed to ensure safety, security, and accountability in the BJNIH facility. In Fiscal Year ’19-’20 recommended budget the proposed project was funded with $10.395M. Probation will be providing the additional $4.785M from their operating budget to supplement the Capital Project funding. Probation is pushing for this project to be completed by 12/31/2023 because that is what was committed in the DOJ settlement. CCTV is only one part of what needs to be provided under the DOJ settlement, it also includes “Home Like Improvements” as well as WiFi. It will be critical to coordinate ISD ITS and OPS and manage all the projects at BJNIH together to minimize delays and maximize availability of space. CISCO network equipment is one major risk factor as lead times are currently 9-12 months and have been increasing.</td>
</tr>
</tbody>
</table>
We have been told by Probation that the Home Like improvements are the priority.

<table>
<thead>
<tr>
<th>EQUITY INDEX OR LENS WAS UTILIZED</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please explain how:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, please state which one(s) and explain how:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEPARTMENTAL CONTACTS</th>
<th>Name, Title, Phone # &amp; Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kenneth Nakahara, Program Manager, (562) 319-5081, <a href="mailto:knakahara@isd.lacounty.gov">knakahara@isd.lacounty.gov</a></td>
</tr>
<tr>
<td></td>
<td>Thomas DeSantis, DM Program and Project Management, (323) 267-3467, <a href="mailto:TDesantis@isd.lacounty.gov">TDesantis@isd.lacounty.gov</a></td>
</tr>
<tr>
<td></td>
<td>Benjamin Morales, Project Manager, (562) 273-3616, <a href="mailto:BENJAMIN.MORALES@probation.lacounty.gov">BENJAMIN.MORALES@probation.lacounty.gov</a></td>
</tr>
<tr>
<td></td>
<td>Matthew Diaz, CEO Capital Projects, (213) 974-4260, <a href="mailto:mdiaz@ceo.lacounty.gov">mdiaz@ceo.lacounty.gov</a></td>
</tr>
</tbody>
</table>
BOARD LETTER
County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

“Trusted Partner and Provider of Choice”

June 28, 2022

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:

PROBATION DEPARTMENT
BARRY J. NIDORF JUVENILE HALL CCTV PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87565
APPROVE APPROPRIATION ADJUSTMENT
APPROVE PROJECT BUDGET
FIFTH DISTRICT – 3-VOTES
(FY 2021-22)

SUBJECT

Find that the Probation Department’s (Probation or Department) Barry J. Nidorf Juvenile Hall (BJNJH) Closed Circuit Television (CCTV) Project (Project) is categorically exempt from the California Environmental Quality Act (CEQA); establish and approve the associated Capital Project No. 87565; approve the project budget; approve an appropriation adjustment; and authorize the Director of the Internal Services Department (ISD), or designee, to deliver the proposed project using both Job Order Contracts (JOCs) and Telecommunications Equipment and Services Master Agreement (TESMA) contracts.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed BJNJH CCTV Project categorically exempt from the CEQA for the reasons stated in this letter and the record of the proposed Project.
2. Establish and approve the BJNJH CCTV Project, Capital Project No. 87565, with a total budget of $15,080,000.

3. Approve an appropriation adjustment transferring $2,897,000 net County cost (NCC) from the Probation Department’s operating budget to the proposed BJNJH CCTV Project, Capital Project No. 87565, to fully fund the proposed project.

4. Authorize the Director of ISD, or designee, to deliver the proposed BJNJH CCTV Project using previously Board-approved JOCs and using TESMA contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed BJNJH CCTV Project exempt from CEQA, establish, and approve Capital Project No. 87565, approve the project budget, approve an appropriation adjustment, and authorize ISD to deliver the proposed project using previously Board-approved JOCs and using TESMA contracts.

Probation’s BJNJH is located at 16350 Filbert Street in Sylmar, and functions primarily to house detained youth awaiting court disposition and/or awaiting implementation of the court’s orders. In addition, the facility serves as a transitional hub for youth in camp who are in need of medical, mental health, or other treatment services either within juvenile hall or from a hospital or other treatment provider. BJNJH has 23 buildings including administration, dormitories, infirmaries, school buildings, a gymnasium, kitchen facilities, a visitor center, a chapel, and various ancillary structures.

Due to the nature of the facility’s operations, CCTV systems are necessary to ensure safety and proper monitoring of individuals on-site. Providing managers and designated staff with the ability to monitor the facility’s daily activities, including remote monitoring, allows them to identify and deescalate potential incidents, summon support as applicable, confirm compliance with various policies and procedures, and provide a visual record for follow-up. Furthermore, installation and utilization of CCTV technologies is a requirement of the settlement agreement between the County and the California Department of Justice.

Certain areas of the facility are prone to more frequent incidents and thus require more comprehensive video coverage. The ability to playback video recordings is an important tool for management and oversight entities to conduct post-incident review to determine compliance with policy, and to identify adaptations of policies based on lessons learned and emerging industry expectations and practices.
Video recordings are also an important tool to clarify actions by staff, youth, and others, particularly to inform matters involving care and treatment of individuals housed at the facility and policy compliance of staff. Video surveillance and recording is a tool that reinforces transparency of operations to the courts, oversight entities, families, and community members.

BJNJH’s existing video surveillance system is an amalgam of older technologies that produce poor quality video imagery and lack audio recording. Newer technologies provide color video of high quality and capture more pictures per second to produce smoother and clearer imagery. This imagery can be parsed to provide frame-by-frame images to precisely determine actions taken in fast-moving incidents. Probation’s proposed solution provides for improved video recording security, replacement of analog technology with better quality digital recording and storage, secure remote access, and sufficient historical storage capacity.

Probation’s proposed solution will consist of installing CCTV in approximately 23 buildings at BJNJH to include fifteen living units, four school buildings, two administration buildings, the kitchen, the dining room, the chapel, and the visiting center. The configuration of cameras and related equipment may vary as the project continues to adapt to emerging service delivery methods and lessons learned that cannot be foreseen at this time.

The existing electrical infrastructure at BJNJH is insufficient to meet the power requirements of the digital CCTV cameras. Therefore, JOC will be used to refurbish and remodel BJNJH electrical infrastructure including, but not limited to, electrical conduit, weatherproof boxes, junction boxes, CAT6 cabling, emergency sub-panels, 120-volt 20-amp duplex receptacles, and secure Master Control Rooms.

The project will also consist of the installation of CCTV cameras, workstations, a video management system including servers and software application, video storage systems, and a video network to support the CCTV system. This component of the work will be procured, delivered, and supported via a TESMA vendor.

The digital CCTV system will be connected to the Probation data network for secure remote access from Probation Headquarters. Due to the security considerations for the facility and the phasing plan for relocating minors from building to building during construction, design and installation of the CCTV system is anticipated to be approximately 25 months. Efforts will be made to ensure the project proceeds as efficiently as possible to accelerate this timeline without compromising quality.
Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow’s Government Today, Strategy III.2 – Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, and Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommendations support the strategic plan by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

Green Building/Sustainable Design Program

The proposed Project will support the Board’s Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

The proposed Project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. ISD will document Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at $15,080,000 that includes construction/installation, equipment, change order allowance, inspection/testing, and ISD services.

In the Fiscal Year (FY) 2019-20 Recommended Budget, the proposed project was funded with $10,395,000 in prior year NCC. Approval of the enclosed appropriation adjustment (Attachment A) will transfer $2,897,000 from Probation’s Operating Budget to the BJNJH CCTV Project, Capital Project No. 87565, to fully fund the proposed Project. ISD will submit a FY 2022-23 Supplemental Changes request to increase Services and Supplies appropriation by $6,859,000 offset by Intrafund Transfers from CP No. 87565 for the TESMA component of this project. Probation will fund and procure, through ISD, the TESMA Capital Asset - Equipment cost of this proposed project estimated at $1,788,000.

The work that will be solicited through the TESMA for this project will be implemented by ISD and is expected to begin in Fiscal Year (FY) 2022-23.
The camera system and supporting infrastructure represented in this Board letter were designed to ensure safety, security, and accountability in the facility. If in the future, the Department determines, based on experience with the new system or changes in the configuration or usage of any part of the facility, that additional CCTV cameras are necessary, additional funding will be required, and the Department will work with the CEO to identify and/or request additional funding as appropriate.

**Operating Budget Impact**

The scope of work consists of installing the CCTV system, increasing camera coverage, and refurbishing and remodeling the electrical infrastructure to accommodate this work. Probation will require approximately $534,645 in ongoing funding for routine system maintenance and support to sustain CCTV capability at BJNJH. However, maintenance costs will be lower in the first few years because the equipment will be new and will have warranty coverage. ISD charges are prorated for the first year and is estimated at $7,750. The full operating costs will take effect 2025-26. ISD will provide maintenance and support services through a mix of ISD personnel and vendor support. The required vendor support will be solicited through TESMA.

The CCTV system will require periodic refresh of major components such as servers, storage, and power supplies, as each component approaches its estimated useful life. The cost of refresh services is anticipated to be approximately $3,250,000, but the timing and actual cost cannot be more clearly defined due to the uncertainties of future technology advancement and commodity costs. Probation will address future system refresh needs on a flow basis in future budget cycles.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In accordance with the Board’s Local and Targeted Worker Hire Policy, adopted on September 6, 2016, the Project will obtain at least thirty percent (30%) Local Worker and ten percent (10%) Targeted Worker hiring goals.

In accordance with the Board’s Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project is exempt from the Civic Art Allocation as it involves replacement of an existing building system.

**ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA. The scope of work consists of components for a CCTV system within 23 buildings and associated trenching and remodeling the electrical infrastructure. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in
that it meets criteria set forth in Sections 15301(a), and (f), 15302(c) 15303 and 15304 (f)
of the State CEQA Guidelines and Classes 1(d) and (i), 2(e) 3 and 4(k) of the County’s
Environmental Document Reporting Procedures and Guidelines, Appendix G because it
includes maintenance and minor alterations to existing facilities, installation of mechanical
equipment at existing facilities and minor alterations to land. No trees will be removed as
part of the project.

The proposed activities involve negligible, or no expansion of an existing use and
replacement features will have the same purpose and capacity. In addition, based on the
records of the proposed Project, it will comply with all applicable regulations and there
are no cumulative impacts, unusual circumstances, damage to scenic highways, listing
on hazardous waste site lists compiled pursuant to Government Code section 65962.5,
or indications that it may cause a substantial adverse change in the significance of a
historic resource that would make the exemption inapplicable.

Upon the Board’s approval of the Project, ISD will file a Notice of Exemption with the
Registrar-Recorder/County Clerk in accordance with California Public Resources Code
section 21152.

CONTRACTING PROCESS

The Project will be solicited and delivered using ISD Board-approved JOCs for the
remodeling services and TESMA for the furnishing and installation of the CCTV interior
and exterior cameras. The standard Board-directed clauses, including those that provide
for contract termination, renegotiation, and hiring qualified displaced County employees
are included in the JOC and TESMA agreements.

The JOC contractor, who will perform the remodeling work, is required to fully comply with
applicable legal requirements, which among other things, include Chapters 2.200 (Child
Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service
Program) of the Los Angeles County Code, and Section 1774 of the California Labor
Code pertaining to payment of prevailing wages.

ISD has determined the use of JOC and TESMA are the most appropriate contracting
methods to perform the tasks involved. Specifically, to the extent the project entails
repair, remodel, or alteration, and the cost of such project exceeds $50,000, such project
would have to be performed via a competitively procured construction contract, such as
JOC, not by County employees, due to the “Force Account” limitations set forth in the
Public Contract Code.

ISD administers the TESMA program which provides a pool of prequalified providers of
telecommunications equipment and services to expedite ISD’s and County departments’
effective acquisition of equipment and services to fulfil their telecommunications needs. The telecommunications equipment and services will be competitively solicited and awarded to the lowest bidder based on this specific project scope.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Due to the nature of this facility, all work will be done to ensure minimal disruption to services. Specifically, as the new CCTV system is being installed, the original CCTV will be kept intact and operational. Upon final testing confirmation, ISD will shut down the old CCTV system and switch over to the new CCTV system for a seamless transition.

CONCLUSION

Please return one adopted copy of the Board letter to ISD Operations Service, Chief Executive Office - Capital Programs Division, and Probation Department.

Respectfully Submitted,

Selwyn Hollins
Director

SH:MO:BC:ES:dn

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors
Probation Department
COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
PROBATION DEPARTMENT

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2021-22
3 - VOTES

<table>
<thead>
<tr>
<th>SOURCES</th>
<th>USES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROBATION - JUVENILE INSTITUTIONS SERVICES</td>
<td>PROBATION</td>
</tr>
<tr>
<td>A01-PB-1000-17000-17250</td>
<td>BARRY J NIDORF JUVENILE HALL CCTV PROJECT</td>
</tr>
<tr>
<td>SALARIES &amp; EMPLOYEE BENEFITS</td>
<td>A01-CP-6014-65042-87565</td>
</tr>
<tr>
<td>DECREASE APPROPRIATION</td>
<td>CAPITAL ASSETS - B &amp; I</td>
</tr>
<tr>
<td>2,897,000</td>
<td>INCREASE APPROPRIATION</td>
</tr>
<tr>
<td>SOURCES TOTAL</td>
<td>USES TOTAL</td>
</tr>
<tr>
<td>$ 2,897,000</td>
<td>$ 2,897,000</td>
</tr>
</tbody>
</table>

JUSTIFICATION
Reflects a transfer of $2,897,000 from the Probation Department’s operating budget to the Barry J. Nidorf Juvenile Hall CCTV project, Capital Project No. 87565, to fully fund the project.

Gina M. Byrnes
AUTHORIZED SIGNATURE
GINA M. BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISORS’ APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

AUDITOR-CONTROLLER
B.A. NO. 221

ACTION
RECOMMENDATION
APPROVED AS REQUESTED
APPROVED AS REVISED

Gina M. Byrnes
Digitally signed by Gina M. Byrnes
Date: 2022.05.23 08:34:38 -07'00'

Matthew J. Diaz
Digitally signed by Matthew J. Diaz
Date: 2022.05.23 15:41:49 -07'00'

2,897,000

Reflects a transfer of $2,897,000 from the Probation Department’s operating budget to the Barry J. Nidorf Juvenile Hall CCTV project, Capital Project No. 87565, to fully fund the project.
BOARD LETTER
ATTACHMENTS

1 TESMA Contract- MCM BID-Signed TA665
2 ISD ITS Nidorf CCTV Fiber Optic Installation Estimate
3 ISD OPS Estimate – 8516-16 R5
4 FY21-22 BA020 for CP 87565
County of Los Angeles
WORK ORDER SOLICITATION
TESMA SERVICE CATEGORY (A)

☐ Low Cost
☐ Evaluation

Project Name: Probation Barry J. Nidorf Juvenile Hall CCTV System
Project Manager: Angelo Caballes

Project No: TA665
Lease Schedule: NA

TESMA Category: A, Building and Video Teleconferencing
System (4), Building and Alarms Systems (4a)

ITEMS AND/OR SERVICES ARE FOR DELIVERY TO: Probation – Barry J. Nidorf Juvenile Hall
16350 Filbert St.
Sylmar, CA 91342

Attention: Angelo Caballes

CLOSING DATE: April 18, 2022 (Must be submitted to VSS System) by 12:00 noon. County VSS system will reject bids time-stamped after 12:00 noon on the closing date. E-mail submissions time-stamped will not be accepted.

SCHEDULE OF EVENTS: See paragraph 2.0, Schedule of Events, of the Statement of Work (SOW).

The Internal Services Department (ISD) has issued this Work Order Solicitation (WOS) in order to complete the project specified in the SOW. Please submit response/pricing information using Attachment A. Bidder’s questions arising during the solicitation of this project should be directed to the individual, named below, to whom your bid responses are being sent.

Bid responses shall be submitted via the VSS System to the TESMA analyst, Brianna Cuellar. Questions can be sent to tesma@isd.lacounty.gov.

Full bid responses submitted on any other media, such as e-mail, paper, or CD/DVD shall not be accepted. Only Bid responses submitted on the VSS system will be accepted.

Late Responses

Late responses will not be considered and rejected late responses shall be returned to the Eligible Contractor.

Information

Inquiries from Eligible Contractors regarding the solicitation and selection process should be directed to the TESMA analyst. Following execution of a work order, a meeting shall be scheduled with the Eligible Contractor to discuss details of the implementation.

The selected Contractor shall honor its price quotation, submitted as Attachment A, until final project acceptance by the County, provided that the County issues a Work Order to the Contractor within 90 days from the date of selection.

TESMA Requirements

Only TESMA Eligible Contractors that are qualified for the System Classification Group(s) and Product Line(s) applicable to this project may respond to this WOS. All responses submitted shall be in accordance with provisions and conditions of the Los Angeles County Telecommunications Equipment and Services Master Agreement (TESMA), except as otherwise specified herein.

A Work Order will be executed for this project. The terms and conditions of the Work Order will prevail over any conflicting terms and conditions of the Purchase Order that is used to encumber funds for this project. A purchase order

TA665 WOS (Revised 4/12/22)
is issued for County’s internal purposes and to encumber funds. It is not a purchase authorization for the selected Contractor.

All Eligible Contractors have signed the Master Agreement. As provided in Section 2.6 of the TESMA Request for Statement of Qualifications, this "constitutes acknowledgement of, acceptance of, and a willingness to comply with, all terms and conditions of the Master Agreement." The terms and conditions of individual TESMA contracts may not vary from those of the Master Agreement signed by every Eligible Contractor. Submission of a Work Order bid response with any exceptions to the County’s Master Agreement terms and conditions and any attempt to take exception to the Work Order terms and conditions will be cause for disqualification of the bid.

Eligible Contractor’s Conference

Attendance at the Eligible Contractor’s Conference is mandatory. Unless otherwise stated herein, a mandatory job site walk will not be conducted in conjunction with the conference. Questions asked at the Eligible Contractor’s Conference and/or site walk, which may affect the scope of this WOS, shall be answered in writing by a formal addendum to this WOS. The Eligible Contractor’s Conference shall be held at:

- **Date:** April 6, 2022
- **Time:** 10:00 a.m.
- **Place:** Microsoft Teams Meeting
  - Join Microsoft Teams Meeting
- **Or call in (audio only):**
  - United States, Los Angeles
  - Or call +1 323-776-6996,807159309# 807 159 309#

The potential Eligible Contractors are to virtually meet Angelo Caballes, the County Project Manager at the TEAMS meeting.

Amending the WOS

If this WOS must be amended, a formal amendment shall be issued to Eligible Contractors in writing.

Oral communications from County personnel concerning the WOS are not binding on the County and shall in no way excuse the selected Contractor of obligations as set forth in the WOS unless the WOS has been formally amended.

General Instructions

Quote price on each item F.O.B. Destination and exclusive of sales/use tax (see “California Sales Tax Registration”). There shall be no substitution of manufacturers stated in this WOS.

Quote must state manufacturer’s brand name and model number.

State your cash discount for prompt payment (2/30, N/30, etc.) 0%

Cash discount of less than 30 days or 25th prox. shall be considered for prompt payment only.

Include the name of your company and WOS Number in the header on each and every page of your response and on all other documents included with your submission.

Contractor shall provide the following manufacturers certifications at time of bid submittal:

1. Flir authorized reseller of Flir CCTV products.
2. Flir authorized installer and programmer of the most current version of Flir Latitude Video Management System (enterprise version).
3. DataDirect Networks (DDN) authorized reseller, installer, and programmer.
4. Cisco CCIE.
Selection of the Winning Eligible Contractor

Selection of the winning Eligible Contractor for this WOS shall be based on the lowest priced bid of a qualified responsible and responsive Contractor.

Financing

When Eligible Contractor financing is required, the equipment and associated services as stated herein are to be financed in accordance with previously agreed terms and conditions contained in the MUNICIPAL LEASE WITH OPTION TO PURCHASE AGREEMENT. The provisions contained therein are not negotiable and any response with any exceptions shall be deemed to be “non-responsive.” Refer to Section 15.0, Financing, of the SOW for instructions pertaining to this WOS.

CAL/OSHA – Statement of Compliance

The items offered must meet all applicable local, state and federal statutes, regulations, codes, etc., including but not limited to CAL/OSHA requirements as set forth in the California Administrative Code, Title 8, chapter 4. Submission of a response constitutes the representation of the Eligible Contractor that all items meet or exceed all such applicable laws, statutes, codes, etc., and that the determination that any item does not do so shall be grounds, at the option of County, to terminate or rescind the Work Order, purchase or lease, and entitle the County to any damages suffered by reason thereof.

Asbestos and Hazardous Containing Materials

The Contractor will not be responsible for removal of asbestos-containing materials. Any asbestos removal necessitated by the project will be performed by the County. The Contractor shall, after planning its work and before commencing construction, tour the site with the County’s Project Manager to coordinate where asbestos removal will be necessary. If, in the course of the work, there is any accidental damage to asbestos containing materials, the Contractor must cease work immediately and report the incident to the County, who will determine the appropriate course of action and when work at the site may resume.

Hazardous Materials

To the extent Contractor encounters any hazardous material in the performance of the Scope of Work, Contractor shall stop work, notify the County and propose a change in the Scope of Work pursuant to Section 10 of this Scope of Work providing for remediation of such material as necessary to accomplish the completion of the Scope of Work. The County may either accept Contractor's proposed change in the Scope of Work, or elect to undertake remediation efforts independently within a time period mutually acceptable to both parties. The parties agree that it is not contemplated under the original Scope of Work that Contractor undertake material remediation of asbestos or other hazardous materials. Subject to the foregoing, Contractor shall comply with all applicable federal, state and local requirements related to hazardous materials. The project completion date shall be extended if hazardous materials is encountered for those operations, which are part of the performance of the Scope of Work, and is on the critical path as defined in the project schedule.

Kari’s Law Act of 2017 and Ray Baum’s Act

Contractor and its subcontractor(s) shall comply with the Kari’s Law Act of 2017 and Section 506 of the Ray Baum's Act, as further implemented pursuant to Federal Communications Commission Report and Order FCC 19-76 issued on August 1, 2019. Kari’s Law requires multi-line telephone systems (MLTS) to be configured in a manner that allows users to directly dial 911 without dialing additional digits and codes, and further requires that the MLTS provide a crisis alert notification to a central location at a facility when a 911 call is made, if such capability exists. Section 506 of the Ray Baum's Act, as implemented by FCC 19-76, ensures that the dispatchable location is conveyed when a 911 call is made, regardless of the technological platform used. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

Prevailing Wage

Eligible Contractors are reminded of the requirement to comply with all provisions of the Labor Code of the State of California. The State Department of Industrial Relations makes prevailing wage determinations of straight time and overtime for crafts required to execute the Work Order that may be awarded as the result of this WOS. California’s
Department of Industrial Relations web site at http://www.dir.ca.gov/DLSR/PWD provides current information on all covered crafts. The County is not responsible for determining Prevailing Wage Determinations.

Subcontracting (TESMA Paragraph 8.43)

Eligible Contractor must provide below names of proposed Subcontractor(s) and the type of services, i.e., cabling, project management, etc. which the subcontractor will perform under the resulting Work Order:

<table>
<thead>
<tr>
<th>Name of Subcontractor(s):</th>
<th>Type of Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>L TECH NETWORK SERVICES, INC.</td>
<td>CABLEING</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

Eligible Contractors must submit as part of their bid response, a complete subcontract request/approval package for each proposed Subcontractor. In order to help expedite the award of Work Orders, Eligible Contractors may submit information on individual proposed subcontractors in advance of bidding on a specific Work Order Solicitation. To submit information in advance, TESMA Eligible Contractors should obtain RFSQ Appendix N, Sample Subcontracting Agreement. Page 17 of Appendix N should be signed and submitted to indicate agreement by the subcontractor.

Please note that submission of documentation for a proposed subcontractor does not constitute consent by the County to use the subcontractor, and that consent to use a subcontractor for a portion of one Work Order does not constitute consent for a different portion of that Work Order or for another Work Order.

A new subcontract need not be executed for each WOS submission, but the period of time necessary for doing the work for each WOS must be within the time period of the subcontract, and the desired applicable subcontract and all its related documentation must be valid and resubmitted each time.

Insurance

Contractor must indemnify County and provide all certificates or other evidence of insurance as required by Section 8.24, General Insurance Requirements and Section 8.25, Insurance Coverage Requirements of TESMA.

Declaration of Non-Collusion

Eligible Contractor declares under penalty of perjury that this response is genuine and not a sham or collusion, or made in the interest or on the behalf of any person, firm, corporation not hereon named; that the Eligible Contractor has not directly or indirectly induced or solicited any other Eligible Contractor to put up a sham response, or any other person, firm or corporation to refrain from responding, and that the Eligible Contractor has not in any manner sought by collusion to secure itself any advantage over other Eligible Contractors. Your signature to this solicitation shall be considered certification of full compliance with this condition.

Invoice and payment

A copy of the invoice shall be sent to the County Project Manager for approval of payment in accordance with the terms and conditions of TESMA. The purpose of asking for a COPY of the invoice is to reconcile the invoiced amount to the project total shown on the “As Built” Schedule of Materials and Services. Invoices should not be sent to the County’s “BILL TO” address until the County Project Manager indicates to the Contractor that all deliverables have been received and the “As Built” total agrees with the invoice amount. The original invoice should go to the Accounts Payable office shown on the Work Order under “BILL TO”.

Upon receipt of copy of the invoice and acceptance by the County Project Manager, the County shall process the payment in an expedient manner.

Invoices for partial or progress payment may be considered by the County under the following circumstances:

• ONLY when the project is a cash purchase (not a lease purchase with Contractor or third party financing).
When there is a lengthy delay, and partial or progress payment does not exceed the cost of materials and services delivered up to the time the invoice for partial or progress payment is generated.

When the Contractor has provided all the deliverables required upon which the partial or progress payment is based.

Following the submission and approval of a Change Order reflecting addition and deletion of all equipment and services received by the County to date. Where costs have not been itemized or cannot be separated, they cannot be considered in calculation of the partial or progress payment.

California Sales Tax Registration

Eligible Contractors are required to furnish the serial number of their California Retailer Permit or Retailer's Certificate of Registration-Use Tax. Failure to furnish the serial number will prevent the County of Los Angeles from paying sales/use tax to your company. Do not include sales/use tax on any invoice if you do not furnish one of these numbers.

State & Federal Identification Numbers

California Retailer Permit: SR AC 99744104
Retailer’s Certificate of Registration-Use Tax: CA Contractor License: 716840
Federal EIN: 95-4534657

Eligible Contractor’s Authorized Signature

Your signature hereon certifies that quoted prices are complete, correct, and firm to final project acceptance by County if County issues a Work Order to your firm within 90 days following selection. Digital graphic signature is acceptable. If unable to furnish a digital graphic signature, please fax your executed signature page to the fax number of the analyst on Page 1. Faxed signature pages must arrive by closing date and time listed in this WOS.

We (I) hereby agree to furnish the materials and/or services quoted herein at the prices and terms stated, subject to the instructions and conditions stated herein and in accordance with TESMA.

Firm Name: MCM INTEGRATED SYSTEMS, INC.
Street: 6961 HAYVENHURST AVE
Phone: 818-780-3800
Official’s Name: Richard M. McMillan
Signature: [Signature]

City: VAN NUYS
ZIP: 91406
Fax: 818-780-4107

Selection of the Winning Eligible Contractor

Selection of the winning Eligible Contractor for this WOS shall be based on the lowest priced bid of a qualified responsible and responsive Contractor.

Bid Evaluation Preferences:

Should one or more of the Qualified Contractors request and be granted the Local Small Business Enterprise (SBE) Preference and/or Social Enterprise (SE) Preference and/or Disabled Veteran Business Enterprise (DVBE) Preference the cost component will be determined as follows:

Local SBE Preference: Fifteen percent (15%) of the lowest qualified cost/price proposed will be calculated, which shall not exceed $150,000, and that amount will be deducted from the Cost/price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

SE Preference: Fifteen percent (15%) of the lowest cost/price proposed will be calculated and that amount will be deducted from the cost/price submitted by all Qualified Contractors who requested and were granted the Social Enterprise Preference.

DVBE Preference: Fifteen percent (15%) of the lowest qualified cost/price proposed will be calculated, which shall not exceed $150,000, and that amount will be deducted from the cost/price submitted by all DVBE who requested and were granted the DVBE Preference.

Submit the following form along with your LSBE, SE or DVBE certification letter in order to be granted the preference rate

TA665 WOS (Revised 4/12/22)
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ Request for Local Small Business Enterprise (LSBE) Program Preference
   ☑ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
   ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and
   ☑ Certified as a LSBE by the DCBA.

☐ Request for Social Enterprise (SE) Program Preference
   ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
   ☐ Certified as a SE business by the DCBA.

☐ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference
   ☐ Certified by the State of California, or
   ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; or
   ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
   ☐ Certified as a DVBE by the DCBA.

*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.


☒ DCBA certification is attached.

Name of Firm MCM INTEGRATED SYSTEMS, INC. County Webven No. 510739
Print Name: Richard M. McMillan Title: President
Signature [Signature] Date: 04-18-2022

Reviewer's Signature Approved Disapproved Date

TA665 WOS (Revised 4/12/22)
County of Los Angeles
STATEMENT OF WORK
TESMA SERVICE CATEGORY (A), (B) AND/OR (C)

Project Name: Probation Barry J. Nidorf Juvenile Hall CCTV System
Project Manager: Angelo Caballes

TESMA Category: A, Building and Video Teleconferencing
System (4), Building and Alarms Systems (4a)

1.0 GENERAL OVERVIEW

This WOS shall require the Contractor to furnish and install a Closed Circuit Television (CCTV) system for the Barry J. Nidorf Juvenile Hall facility. The CCTV system will include interior and exterior cameras at various locations throughout the facility. Cameras locations will include the Administration building (1), Girls School (2), Boys School (3), South School (4), Chapel (5), Buildings 6, 7, 8, 9, 10, 11, 12,13,14,15,16,19, 23, Units W,X,Y, Z, Exterior wall, Vehicle entrance, Parking booth, and Parking structure. The CCTV system will also include workstations at multiple control stations, a video management system including servers and software application, and video storage systems. A separate video network shall be installed to support the CCTV system. The CCTV system will be connected to the Probation data network for remote access from Probation Headquarters. The CCTV system shall also be integrated with Azure Active Directory. The CCTV system shall utilize the existing Flir Latitude software and Global Admin server licenses.

2.0 SCHEDULE OF EVENTS

Following the Work Order execution, the County Project Manager shall contact the Contractor to arrange a “Kick-off” meeting. Attachment A shall be reviewed by both County and Contractor Project Managers. ISD and Contractor Project Managers will review the project management processes expected from both the ISD Project Manager and the Contractor’s Project Manager. If applicable, a site walk will be scheduled for the Contractor to review the site, make observations and obtain any information needed to prepare a Project Implementation Plan (PIP). Refer to Paragraph 5.0, General Conditions and Requirements, for the contents of the PIP. If any materials or services need to be changed, added, or deleted in order to successfully complete the project based upon the Contractor’s assessment, a Change Order shall be submitted with the PIP.

The PIP shall be submitted, via email, to the ISD Project Manager within ten (10) working days from the “Kick-off” meeting. Upon review and acceptance of the PIP, the ISD Project Manager will sign any Change Orders, if applicable, and notify the Contractor to order materials and begin project implementation. NO MATERIALS ARE TO BE ORDERED BEFORE THE KICK OFF MEETING.

Schedule:

Solicitation Schedule:

<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of WOS/SOW</td>
<td>03/24/22</td>
</tr>
<tr>
<td>2</td>
<td>Conference</td>
<td>04/06/22</td>
</tr>
<tr>
<td>3</td>
<td>Contractor Questions due by 12:00 p.m. PST</td>
<td>04/07/22</td>
</tr>
<tr>
<td>4</td>
<td>Release of Q&amp;A Addendum to Contractors</td>
<td>04/12/22</td>
</tr>
<tr>
<td>5</td>
<td>Bid Submission to County Contracting Division</td>
<td>04/18/22</td>
</tr>
<tr>
<td>6</td>
<td>Notification of Contractor</td>
<td>07/05/22</td>
</tr>
<tr>
<td>7</td>
<td>Work Order Execution</td>
<td>07/21/22</td>
</tr>
</tbody>
</table>
### Projected Project Schedule:

<table>
<thead>
<tr>
<th>No.</th>
<th>Task</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Kick Off Meeting</td>
<td>07/25/22</td>
</tr>
<tr>
<td>2.</td>
<td>Project Implementation Plan</td>
<td>08/01/22</td>
</tr>
<tr>
<td>3.</td>
<td>Contractor Ordering of Equipment/Materials</td>
<td>11/01/22</td>
</tr>
<tr>
<td>4.</td>
<td>System Installation</td>
<td>02/07/25</td>
</tr>
<tr>
<td>5.</td>
<td>System Cut Over/Burn In</td>
<td>02/28/25</td>
</tr>
<tr>
<td>6.</td>
<td>System Testing/Training</td>
<td>04/30/25</td>
</tr>
<tr>
<td>7.</td>
<td>Operational Turnover Closure/User Migration</td>
<td>05/15/25</td>
</tr>
<tr>
<td>8.</td>
<td>Contractor to Submit Deliverables</td>
<td>05/30/25</td>
</tr>
<tr>
<td>9.</td>
<td>Review of Closure Deliverables</td>
<td>06/26/25</td>
</tr>
<tr>
<td>10.</td>
<td>Project Official Closure</td>
<td>06/30/25</td>
</tr>
</tbody>
</table>

The above schedule represents the best estimate of the timetable for this project. The above dates are subject to change due to changes in construction programs, facility preparation, and other considerations. Awarded contractor shall not include additional cost due to unforeseen project delays.

### 3.0 INCORPORATION BY REFERENCE

3.1 Contractors must comply with all terms, conditions and technical specifications of the TESMA.

3.2 Contractors are required to understand and comply with the following standards, which are incorporated herein by reference:

- Los Angeles County Commercial Building Telecommunications Wiring Standard 902
- Copper Cable Inspection, Test and Acceptance Requirements for Premises Structured Cabling
- Fiber Cable Inspection, Test and Acceptance Requirements for Premises Structured Cabling
- ANSI/TIA/EIA (American National Standards Institute) - 492 - Fiber Optic Detail Specifications
- ANSI/TIA/EIA - 568 - Commercial Building Telecommunications Cabling Standard
- ANSI/TIA/EIA - 569 - Commercial Building Standard to Telecommunications Pathways and Spaces
- ANSI/TIA/EIA - 606 - Administration Standard for Telecommunications Infrastructure
- ANSI/TIA/EIA - 607 - Commercial Building Grounding and Bonding Requirements for Telecommunications
- ANSI/TIA/EIA - 862 Structured Cabling Systems
- NEC (National Electric Code), Articles 250 – 800 Communications Cabling
- ANSI/TIA/EIA - 455/526 Fiber Optic Test Procedures
- NFPA (National Fire Protection Association), Articles 70 & 101
- Local Building Codes
### 4.0 SCOPE

Furnish and install a complete and functional system consisting of the following components as indicated (checked) below:

<table>
<thead>
<tr>
<th>Req’d</th>
<th>System Component</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>Special Requirements</td>
<td>Para. 6.1</td>
</tr>
<tr>
<td>☑</td>
<td>Distribution (Horizontal) Cabling</td>
<td>Para. 6.2</td>
</tr>
<tr>
<td>☑</td>
<td>Station Cabling (Data)</td>
<td>Para. 6.2.1</td>
</tr>
<tr>
<td>☑</td>
<td>Terminating Blocks/Patch Panels</td>
<td>Para. 6.2.2</td>
</tr>
<tr>
<td>☑</td>
<td>Patch Cords</td>
<td>Para. 6.2.3</td>
</tr>
<tr>
<td>☑</td>
<td>Workstation Outlets</td>
<td>Para. 6.2.4</td>
</tr>
<tr>
<td>☑</td>
<td>Equipment Racks</td>
<td>Para. 6.2.5</td>
</tr>
<tr>
<td>☑</td>
<td>Labeling</td>
<td>Para. 6.2.6</td>
</tr>
<tr>
<td>☑</td>
<td>Distribution (Backbone) Cabling</td>
<td>Para. 6.3</td>
</tr>
<tr>
<td>☑</td>
<td>Copper Cabling</td>
<td>Para. 6.3.1</td>
</tr>
<tr>
<td>☑</td>
<td>Fiber Optic Cabling</td>
<td>Para. 6.3.2</td>
</tr>
<tr>
<td>☑</td>
<td>Fire Stopping</td>
<td>Para. 6.3.3</td>
</tr>
<tr>
<td>☑</td>
<td>Cable Testing</td>
<td>Para. 6.4</td>
</tr>
<tr>
<td>☑</td>
<td>Voice System (Legacy)</td>
<td>Para. 6.5</td>
</tr>
<tr>
<td>☑</td>
<td>EKTS (Norstar)</td>
<td>Para. 6.5.1</td>
</tr>
<tr>
<td>☑</td>
<td>Private Branch Exchange (PBX)</td>
<td>Para. 6.5.2</td>
</tr>
<tr>
<td>☑</td>
<td>IP Network Solutions</td>
<td>Para. 6.6</td>
</tr>
<tr>
<td>☑</td>
<td>IP Telephony</td>
<td>Para. 6.6.1</td>
</tr>
<tr>
<td>☑</td>
<td>LAN</td>
<td>Para. 6.6.2</td>
</tr>
<tr>
<td>☑</td>
<td>WIRELESS</td>
<td>Para. 6.6.3</td>
</tr>
<tr>
<td>☑</td>
<td>IP – IVR</td>
<td>Para. 6.6.4</td>
</tr>
<tr>
<td>☑</td>
<td>Computer Telephony Integration (CTI)</td>
<td>Para. 6.7</td>
</tr>
<tr>
<td>☑</td>
<td>Building Systems</td>
<td>Para. 6.8</td>
</tr>
<tr>
<td>☑</td>
<td>Public Address</td>
<td>Para. 6.8.1</td>
</tr>
<tr>
<td>☑</td>
<td>Intrusion Detection and Alarm</td>
<td>Para. 6.8.2</td>
</tr>
<tr>
<td>☑</td>
<td>Panic Alarm</td>
<td>Para. 6.8.3</td>
</tr>
<tr>
<td>☑</td>
<td>Access Control System</td>
<td>Para. 6.8.4</td>
</tr>
<tr>
<td>☑</td>
<td>CCTV</td>
<td>Para. 6.8.5</td>
</tr>
<tr>
<td>☑</td>
<td>Digital Signage System</td>
<td>Para. 6.8.6</td>
</tr>
<tr>
<td>☑</td>
<td>Audio/Visual Presentation System</td>
<td>Para. 6.8.7</td>
</tr>
<tr>
<td>☑</td>
<td>SATV</td>
<td>Para. 6.8.8</td>
</tr>
<tr>
<td>☑</td>
<td>MATV</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>Video Teleconferencing</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>Intercom</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>Smart Boards</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>Assistive Listening System</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>Radio Systems</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>DAS</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>SATV</td>
<td>Para.</td>
</tr>
<tr>
<td>☑</td>
<td>Assistive Listening System</td>
<td>Para.</td>
</tr>
</tbody>
</table>
5.0 GENERAL CONDITIONS & REQUIREMENTS

5.1 All material, parts, and equipment to be furnished under this WOS shall be new and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.

5.2 Contractor shall furnish and install a complete and operational system. Attachment A of the WOS is a listing of items that are considered a minimum requirement to price. Any item that is not specifically identified in Attachment A is left to the discretion of each bidder. It is the requirement of each vendor to meet the service requirements of the WOS. However, each vendor may itemize these service components in Attachment A as they see necessary. If it is not itemized, it is deemed included in the total bid price.

5.3 All work performed shall be done in accordance with the highest standards among the latest applicable edition of National Electrical Code (NEC), Electronics Industry Association (EIA) Standards, Telecommunications Industry Association (TIA) Standards, and regulations, laws, safety orders, ordinances or codes of State and local authority having jurisdiction. Wherever requirements in the specifications exceed those of the ordinances or codes, specifications shall govern. Violations of such statutes, ordinances, and regulations shall be corrected at no expense to the County.

5.4 Contractor shall be responsible for obtaining, at its own expense, all construction permits and licenses required by local authority having jurisdiction, including for any subcontracting firm engaged in construction/installation for this project.

5.5 Contractor shall be responsible for obtaining a “low voltage” installation permit from the local government agency before starting installation. Contractor shall also be responsible for obtaining infestation control permits, Office of Statewide Health Planning and Development permits, and undergoes health screening procedures. Contractor shall follow all infection control procedures.

5.6 Contractor shall be responsible for consulting with the building city safety inspector to determine whether there are special local requirements for strapping in the wiring pathways.

5.7 Contractor shall be responsible for repairing, replacing, or otherwise restoring to original condition all damage to the premises caused by Contractor personnel, its subcontractors, and/or agents.

5.8 Contractor must furnish all safety equipment (barriers, signs, etc.) necessary in all work areas, whether inside or outside of a building.

5.9 No core drilling or drilling in any structural member shall be done without the written consent of the County Project Manager and the building manager.

5.10 Contractor shall be responsible for determining the most appropriate cable route, cable lengths, and type of cabling and fasteners (such as Plenum rated) to be installed. The Contractor shall furnish all necessary cable hangers, sleeves, etc. for support of horizontal cables in the spaces above suspended ceilings and below floors per city, state, and national codes.

5.11 The staff assigned to the project by the Contractor, including subcontractor’s staff, shall have the required training, experience, and certification by the manufacturer to perform the installation work required by this WOS.

5.12 Contractor’s staff shall have demonstrated experience and skills in the installation, configuration, and support of the size of installation and type of equipment that is being furnished for this project.

5.13 Contractor shall furnish the necessary resources to meet the installation schedule as outlined in this document or later modified by the ISD Project Manager.

5.14 Prior to installation, the ISD Project Manager shall approve in writing any change order or modification to the approved drawings and bid materials and services. Change orders shall be documented signed and approved on the same Schedule of Materials & Services as the original bid.

5.15 The Project Implementation Plan (PIP) shall consist of an electronic file to include the following:

- A copy of the bid response submitted by the Contractor.
- A copy of Attachment A with appropriate signatures, that includes manufacturer, item description, manufacturer’s part number, quantity, unit cost of material, unit
cost of labor for each deliverable item, and price extensions Attachment A (upper left corner area).

- Detailed work plan outlining the tasks, milestones, and deliverables to be achieved along with the estimated completion date for each.
- Technical data for all equipment the Contractor proposes to install.
- Single line system diagram(s) identifying and showing interrelationships between equipment items and how they are interconnected.
- Shop drawings showing details of fabricated items, rack elevation drawings, and schematics of custom designed items.
- Statement describing exceptions being taken, if any, to the SOW specifications wherein the submitted equipment or design varies from that originally specified. If the Contractor fails to list a particular variance in the PIP and the PIP is accepted, but subsequently is deemed by the County to be unsatisfactory, the Contractor must replace or modify such equipment at once and without cost to the County.

5.16 Contractor shall be responsible for meeting the general contractor's published schedule and critical path requirements. The Contractor shall be responsible for coordinating with the general contractor and any subcontractors required ensuring successful completion of the project.

5.17 Contractor’s staff shall display their company badge or identification at all times while on County premises.

6.0 TASKS/DELIVERABLES

6.1 SPECIAL REQUIREMENTS

6.1.1 Whenever applicable, Contractor shall install new ceiling hangers for overhead cabling in compliance with the NEC and local codes. Bundled cables above the ceiling shall be fastened with plenum-rated tie-wrap/fasteners at 4-foot intervals. Cable tie-wraps/fasteners may not be attached to existing ceiling tile supports, nor may cables lie directly on ceiling tiles. If any impassable obstructions are encountered above ceilings, surface raceway may be used around the obstruction, with the prior written approval of the ISD Project Manager.

6.1.2 All cables that are exposed in the ceiling area, i.e., not installed in a conduit, shall be rated Communications-Plenum (CMP) regardless of the type of air return system in the building. Plenum cable shall be listed as having passed the flame and smoke requirements of National Fire Protection Agency (NFPA) 70A/262, also known as Underwriters Laboratories (UL) 444/910 and be insulated 100% with Fluorinated Ethylene Propylene/Teflon® (FEP) rated and labeled CMP compliant.

6.1.3 Contractor shall ensure that all exposed cables shall have the proper attachments such as J-hook, trapeze system, cable tray, and hangers as required per EIA/TIA 569 Standard. Ceiling cable support wires shall be attached to the building structure and distinguished by color, tags, or other means, from the ceiling support wires. At no point shall cable(s) rest on acoustic ceiling grids, panels, or on existing support wires. NEC, Article 800, Section 300, specifies the installation of cables in a ceiling.

6.1.4 The majority of work for this project shall be performed during regular working hours. Evening work may be performed at the Contractor’s option with prior written approval from the ISD Project Manager.

6.1.5 All site preparation work shall be the responsibility of the County. Should additional site preparation work be required during the installation, the Contractor shall immediately contact the ISD Project Manager.

6.1.6 Contractor shall be responsible for finding alternate means of delivery of equipment when there is no provision made for staging the delivery of equipment or for the secure storage of tools and materials.

6.1.7 Contractor may be asked to initially install equipment and then wait until the users have migrated from the existing network location to the network installed by the Contractor. For jobs not requiring Contractor financing, and due to the indeterminate length of the user migration and/or move, the
County may consider requests for partial payment for deliverables that have been accepted by the County to date.

6.1.8 Attachment A contains a listing of equipment and services with quantities of each component. These should be considered a minimum requirement. Prices are to be provided for all items listed in Attachment A, even when the quantity is shown as zero (0). The Contractor shall honor quoted prices for the duration of the project.

6.1.9 Contractor must designate at least one employee who will perform the duties that are associated with distributed network management and can be designated as a focal point for Network Management Systems administration, best practices, policies, procedures, etc. This individual must have responsibility and authority for network management coordination for the duration of project as an intermediary between the Contractor and the County.

6.2 DISTRIBUTION (HORIZONTAL) CABLING REQUIRED

6.2.1 STATION CABELING (DATA) REQUIRED

6.2.1.1 Contractor shall furnish and install station cabling for various locations as per Attachment A. Plans and diagrams will be provided at the Eligible Contractor's Conference. Eligible Contractors shall be responsible for determining the actual distances of cabling runs.

6.2.1.2 The station cabling shall consist of a complete and functional Category 6 system with one (1) Category 6 cables per location as indicated for camera, one (1) Category 6 cables per location as indicated for audio interface module, two (2) Category 6 cables per location as indicated for workstations, including impedance matched wiring, jacks, and patch panels. Contractor shall also install microphone cabling from the microphone to the power supply in the IDF room and back to the camera audio input for each of the Flir cameras. Contractor shall install one microphone cable from the camera to the audio I/O device in the IDF room for each Axis camera. Contractor shall install Category 6 cabling from each audio I/O device to the data switch in the IDF.

6.2.1.3 Station cable shall be Premium Category 6, 24 AWG, 4-pair unshielded twisted pair, plenum & UL rated (CMP), with blue outer jacket. Cable shall be tested per TIA/EIA 568A standards, TSB 67 & 95 Channel Enhanced specifications @ 100 MHz. Reference cable is manufactured by General Cable GenSPEED 6000 or approved equivalent as per Attachment A.

6.2.1.4 Miscellaneous station cabling for pay phones, elevator cars, intrusion alarm, fire alarm, card access system and MB lines cable shall be one (1) Category 6, 24 AWG, 4-pair unshielded twisted pair, plenum & UL rated (CMP), with white outer jacket. General Cable or an approved equivalent manufactures reference cable as approved by ISD Project Manager. See attachment A for quantities of locations.

6.2.1.5 Pathways shall not be filled with cables greater than the NEC and ANSI/EIA/TIA 569A maximum fill requirement without the approval of the ISD Project Manager. All cable and fiber cable pathways shall be determined by the Contractor and identified prior to installation.

6.2.1.6 Cable shall be installed in continuous lengths (no splices allowed) from origin (jack) to patch panel at point of connection to equipment, using the shortest route possible. The maximum horizontal cable length shall not exceed 295 feet.

6.2.1.7 If a J-hook or trapeze system is used to support cable bundles, cables shall be supported at a space interval that is allowable by code. At no point shall cable(s) rest on acoustic ceiling grids, panels, lighting support wires, or come in contact with the fire protection sprinkler system.

6.2.1.8 Cables shall be bundled and grouped up to 24 and per TIA/EIA standards. Exceeding the limits may cause deformation of the bottom cables within the bundle, negatively affecting desired cable performance characteristics. The Contractor shall be required to replace, at no additional cost to the County, cabling or other installed systems in situations identified by the ISD Project Manager as not meeting installation or performance criteria.

6.2.1.9 Contractor shall be responsible to coordinate with the modular furniture manufacturer (Hayworth, Premises model etc.) or supplier as to the proper installation and placement of cables in the furniture. Floor plans will be made available to the Contractor at the Kick-off meeting.
6.2.1.10 Contractor shall provide and install Panduit Corrugated Loom Tubing (part # CLT150F-X20) as per Attachment A for the installation of Category 6 wires and Panic Alarm wires from the wall outlets to the modular furniture. See provided floor plans for locations.

6.2.1.11 Contractor shall furnish and install all cross connects for telephones, trunks, and private lines and other special circuits.

6.2.1.12 SPECIAL PRICING REQUIREMENT AFFECTING CHANGE ORDER ADDS/DELETES:

6.2.1.13 Contractor shall furnish any additional material required by changes to the scope of the work at the same prices quoted in the original bid schedule for the life of the project.

6.2.1.14 Contractor shall quote, in its response, a composite unit price (complete labor and materials) for the following:

- Installation of a typical station “wiring run” from MCR or IDF to desktop, including cost of terminating two (2) Category 6 cables onto the patch panels in the TR.
- Installation of a typical station “wiring run” from MCR or IDF to desktop, including cost of terminating one (1) Category 6 cable onto the patch panels in the TR.

6.2.2 TERMINATING BLOCKS/PATCH PANELS

6.2.2.1 Contractor shall furnish and install patch panels as described below and in the quantities shown in Attachment A.

6.2.2.2 Contractor shall furnish and install as required each 48-port and 24-port patch panel by Panduit Mini-Com equipped with mini-modular jacks. Refer to Attachment A.

6.2.2.3 Minimum of one rack unit space shall be left between each patch panel with a blank or horizontal cable management panel installed.

6.2.2.4 Contractor shall furnish and install horizontal wire organizers by Panduit (WMPH2E).

6.2.2.5 Cables shall be neatly bundled and dressed to their respective panels and blocks. Velcro cable management straps shall be used in place of tie-wraps.

6.2.3 PATCH CORDS

6.2.3.1 Contractor shall furnish and install Panduit Category 6 patch cords both at the MCR and Workstation side as per Patch Schedule provided by ISD Project Manager. Refer to Attachment A for the patch cord part number, length, quantity and color.

6.2.3.2 Patch cords shall be Panduit UTPSP Category 6, 23 AWG stranded, 4-pair assemblies with RJ45 plugs on each end, straight through (no pair reversals), slender strain relief and clear boot type. The Contractor shall be responsible for dressing all patch cables and equipment power cords.

6.2.4 WORKSTATION OUTLETS

6.2.4.1 Each wall outlet locations for workstations shall require a Hubbell faceplate Part No. SWP8 and Panduit Mini-com data jack.

6.2.4.2 All jacks shall be modular Panduit Mini-Com Jacks and shall be Category 6, RJ45 Mini-Com Jack. Refer to Attachment A for part number.

6.2.4.3 See Attachment A and floor plan to be for the number of jacks required. The Contractor shall confirm the quantity of jacks with the ISD Project Manager prior to ordering.

6.2.4.4 All jacks shall be terminated per EIA/TIA-568A standards, preferred in order to avoid potential backward compatibility problems with standard Universal Service Order Codes (USOC) hardware.

6.2.5 EQUIPMENT RACKS/MOUNTINGS

6.2.5.1 The Contractor shall furnish and install equipment cabinets and, rack accessories per Attachment A.

6.2.5.2 Contractor shall install equipment cabinets and earthquake bracing in accordance with Zone 4 earthquake, NEMA, NEC, and TIA/EIA-569 standards.
6.2.5.3 Floor mounting hardware shall be a 3/8” bolt minimum, lock washer, flat washer, with anchor in the floor, quantity as required, to meet Zone 4 standards.

6.2.5.4 All cabinets 7 feet or higher shall have a seismic top attachment and be anchored to the floor. Shorter cabinets must be anchored to the floor.

6.2.5.5 All exposed cut and sharp edges shall be filed to a safe finish.

6.2.5.6 All equipment racks shall be augmented with horizontal and vertical management hardware, both front and rear, to properly dress cables and patch cords. Refer to Section 6.2.2.5 for the part number of wire organizers.

6.2.5.7 Contractor shall furnish and install grounding hardware and ground equipment racks.

6.2.6 LABELING

Data Jack Faceplate

6.2.6.1 All jacks, terminals, and patch panels shall be labeled according to ISD Standard 902. Labels are to be typed or printed with a labeling device and permanently affixed. No hand written lettering is acceptable. Patch panels shall be labeled at the front and at the rear. All data outlet jacks shall be labeled as shown below:

“DXYYYYZZZ” (Example: D1001MCR, D1002MCR….; D2001TR, D2002TR….)

(Note: D stands for Data, X stands for floor level, YYY stands for actual jack number starting from 001 and ZZZ is the serving patch panel or MCR/TR room). Alpha (A&B) lettering of data jacks is not permissible.

6.2.6.2 All termination blocks, panels, cables, and tie cables shall be permanently labeled at each end with destinations. If there is any question regarding labeling, the Contractor shall contact the ISD Project Manager prior to labeling. At the rear of each Mini Com patch panel each individual cable shall be labeled using Panduit Labeling System.

6.2.6.3 Labeling tape on black faceplates shall be black or clear with white lettering. Labeling tape on white or ivory faceplates shall be white or clear with black lettering.

6.2.6.4 Data jacks should not be sequentially numbered to help eliminate parallel data runs, Power Sum NEXT and Power SUM ELFEXT interference. This eliminates labeling confusion on future installs and reduction in labor cost.

Data Patch Panel

6.2.6.5 Patch Panel shall be sequentially labeled on the face of the panel with a mechanically produced label directly above or below each jack as follows:

Example: XYYYY, X is the floor identification and YYY is the jack identification. Patch panels in buildings with multiple rooms on the same floor will all begin with (X001) one. Front and rear jack locations on the patch panel shall be labeled. Alpha (A&B) lettering of data jacks is not permissible.

6.2.6.6 Data designation (“D”) shall not be required on the patch panel.

6.2.6.7 Labeling shall be required on the front and rear of the patch panel.

6.2.6.7 Contractors shall label all servers, storage systems, and UPS units with the systems that they are supporting (eg. System #1 – Administration Bldg). Contractor shall label all cameras on the interior of the camera housing with the camera #, switch name and port connected to, and system connected to. Contractor shall label cabling at the switch port end to identify which camera the cabling is connected to. Contractor shall label fiber optic cabling at the patch panel and data switch end in the MPOE with the name of the remote switch and remote location. Contractor shall label the fiber optic cabling at the near end at both the switch and patch panel showing which cabling is going to the MPOE.

6.3 DISTRIBUTION (BACKBONE) CABLELING

6.3.1 COPPER CABLELING

REQUARED

NOT REQUIRED
6.3.2 FIBER OPTIC CABLELING

NOT REQUIRED

6.3.3 FIRE STOPPING

REQUIRED

6.3.3.1 All penetrations in fire-rated building structures/walls/floors/ceilings shall be fire-stopped per NFPA, American Society for Testing and Materials, and NEC specifications with a UL rating. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetration item, i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, shall be properly fire stopped.

6.3.3.2 All fire stop systems with 2-hour (minimum) rating shall be installed in accordance with the manufacturer recommendations and shall be completely installed and available for inspection by the inspection authorities prior to cable system acceptance.

6.3.3.3 Durable and reenter-able fire putty shall be used wherever possible.

6.3.3.4 All flush wall outlets on rated sound walls and firewalls shall have a fire/putty blanket on the backside of the outlet and meet fire code standards. Note that this is for new and newly completed construction. New outlets installed on these walls shall be surface mounted with the proper fire stopping.

6.3.3.5 All firewall penetrations shall have a metallic conduit and fire stopping installed. The hole around the conduit shall be fire-stopped and watertight.

6.4 CABLE TESTING

REQUIRED

6.4.1 Cat 6 data cabling will be installed by the electrical infrastructure contractor. Tesma contractor shall terminate and test all Cat 6 data cabling installed by the electrical infrastructure contractor. All testing shall be per “Los Angeles County Commercial Building Telecommunications Wiring Standard 902” and companion documents for fiber and copper cable testing. Prior to testing the Tesma contractor will certify the following:

- Test meter(s) shall be calibrated to TIA/EIA Standard within the last 12 months. Each meter shall have a Certificate of Compliance, showing meter serial number and be dated.
- Test meter(s) shall be fully charged.
- Test configuration shall be set to the County standards.
- Manufacturer’s warranty certification (if applicable) requirements shall be reviewed to ensure that all warranty requirements are met.
- Copper testing shall be in accordance with “Copper Cable Inspection, Test and Acceptance Requirements for Premises Structured Cabling” (Los Angeles County Commercial Building Telecommunications Wiring Standard 902).

6.4.2 Contractor shall test, certify, and provide documentation on data cables in accordance with TIA/EIA-568A-5 Category 6 Basic Link test Standards using a suitable Category 6 tester. Documentation of end-to-end test results on each data run (identified by jack number, test configuration and date of test) shall be provided to the ISD Project Manager.

6.4.3 Contractor shall furnish one (1) printed copy (8.5”x11” bond paper) in a 3-ring binder and three (3) copies on electronic media (USB flash drive) with the complete set of test results.

6.5 VOICE SYSTEM (Legacy)

NOT REQUIRED

6.6 CISCO CONVERGED IP NETWORK SOLUTIONS

REQUIRED

6.6.1 IP TELEPHONY

NOT REQUIRED

6.6.2 LAN and UPS

REQUIRED

6.6.2.1 The Contractor shall work with County LAN/WAN technicians to furnish, rack/stack Cisco Catalyst switches, accessories/components and install Internetwork Operating System (IOS) software as per Attachment A. LAN system configuration or programming shall be done by contractor. Contractor
shall work with the County data network engineer and LAN/WAN data technicians to configure the CCTV data network.

6.6.2.2 The Contractor shall furnish duplex fiber patch cords as per Attachment A. The fiber patch cords shall be yellow for single-mode and orange for multi-mode.

6.6.2.3 The Contractor shall furnish any electrical power cords, extension cords, and adapters as necessary to complete the installation of equipment in a satisfactory manner.

6.6.2.4 The Contractor shall be responsible for the installation and connection of all components of the LAN switches, Wireless Video links, and Uninterruptible Power Supplies (UPS) to deliver a fully functional CCTV data network. See Attachment A for UPS part numbers/model and quantity of UPS back-up batteries.

6.7 COMPUTER TELEPHONY INTEGRATION NOT REQUIRED

6.8 BUILDING SYSTEMS REQUIRED

6.8.1 PUBLIC ADDRESS SYSTEM NOT REQUIRED

6.8.2 INTRUSION DETECTION ALARM SYSTEM NOT REQUIRED

6.8.3 PANIC ALARM NOT REQUIRED

6.8.4 ACCESS CONTROL SYSTEM NOT REQUIRED

6.8.5 CATV SYSTEM NOT REQUIRED

6.8.6 MATV NOT REQUIRED

6.8.7 AUDIO/VIDEO (A/V) PRESENTATION SYSTEM NOT REQUIRED

6.8.8 LCD FLAT PANEL TV / PROJECTOR / DIGITAL SIGNAGE SYSTEM NOT REQUIRED

6.8.9 CCTV System - REQUIRED

6.8.9.1 The Contractor shall furnish and install a Closed Circuit Television (CCTV) system. The CCTV system shall include but not limited to fixed cameras, PTZ cameras, servers, storage systems, workstations, software, data switches, UPS, equipment cabinets, power supplies, patch panels, wire management, cabling, mounting brackets, wireless video links, and other hardware and software. Contractor shall furnish, install, integrate, configure, and test all materials and software and deliver to the County a complete and fully functional CCTV system. Contractor shall provide documented test scripts to the County for review and approval prior to system testing.

6.8.9.2 The Contractor and/or subcontractor shall be a Flir authorized reseller and installer of Flir products. Contractor and/or subcontractor shall also be a Flir trained authorized and certified installer of the most current version of the Flir Latitude Enterprise version video management system (VMS). Contractor shall provide Flir authorization, certification, and training documentation at time of bid submittal.

6.8.9.3 Contractor and/or subcontractor shall be a DDN authorized reseller and trained installer of DDN storage products including materials and services listed on Attachment A. Contractor shall submit DDN reseller authorization and installation and training certification documentation at time of bid submittal.

6.8.9.4 Contractor and/or subcontractor shall also be a Cisco authorized reseller and trained installer and programmer for Cisco data networking products including products listed in Attachment A. Contractor and/or subcontractor shall have trained staff at the level of Cisco CCIE. Contractor shall submit Cisco reseller authorization and CCIE documentation at time of bid submittal.

6.8.9.5 Contractor shall configure the CCTV system to have the following configuration for each camera and storage system:

Minimum of 366 day recording retention
24/7/365 continuous recording
Camera resolution/frame rate: Highest resolution each camera can support/ 15 fps
6.8.9.3 The Contractor shall furnish and install all materials and services listed in attachment A. Contractor shall verify equipment and equipment locations prior to purchase and installation of the equipment. Exterior fixed cameras shall be 4k resolution. Contractor shall refer to the camera drawings and camera matrix for locations, camera types, and associated materials. Contractor shall install the equipment and ensure that the installed equipment should not provide the ability to tie any ligature or rope that could be used to self-injure or self-harm.

Contractor shall furnish a temporary storage bin to store installation equipment and materials onsite while installation is in progress. Contractor shall secure and lock the storage bin. Contractor shall remove the storage bin once the bin is no longer required to store equipment and materials.

Contractor and subcontractor staff shall go through a live scan/background check at Contractor’s expense prior to starting the project. Contractor/subcontractor staff who do not pass the live scan/background check will not be allowed to work onsite.

Contractor shall have multiple teams available to work simultaneously in multiple areas within the facility. Working hours shall be in two shifts. The 1st shift shall be from 6:00 am to 2:00 pm. The 2nd shift shall be 2:00 pm to 10:00 pm. Contractor shall provide two teams for each shift. Working hours for the Boys School Building and Girls School Building shall be after normal business hours. Contractor shall remain in the Probation facility during work breaks and lunch. Contractor shall provide additional teams as required to work in other areas of the facility if the areas become available. Contractor shall install equipment in a phased approach in which contractors will install and activate equipment on a building by building basis. Arrangements will need to be made if the contractor needs to return to a building to make adjustments to the equipment.

Contractor shall monitor their materials, equipment, and tools to prevent unauthorized access to those items. Lockdown situations may occur during the time the contractors are on site. Contractor shall follow Probation’s instructions during lockdowns which may include remaining within the facility location until the lockdown is cleared.

Contractor shall furnish and install the latest versions of software during the time of deployment with version upgrades installed at no cost (labor or materials) or at the County’s option. Contractor shall program and configure all equipment and settings for the CCTV system including but not limited to cameras, servers, software, licenses, storage systems, workstations, switches, UPS, equipment titles, IP addresses, camera resolutions, camera titles, recording durations, failover recording feature, internal SD card camera recording, security certificates, and workstation display configurations. Contractor shall integrate the CCTV system with Active Directory/Azure including configuring user access levels to various features of the CCTV system and importing users into the CCTV system for all users as determined by Probation. Contractor shall also program camera titles for each camera. Camera title information will be provided to the contractor. Contractor shall work with all County IT groups as needed to fully install and configure the CCTV system.

Contractor shall install and configure the data switches for the CCTV system. Contractor shall work with the County network engineer in the configuration and testing the switches with the CCTV equipment including cameras, servers, storage systems, and workstations. Contractor shall work with the County technicians to troubleshoot and resolve any networking issues that may occur. Contractor shall ensure that the existing CCTV IP server and SAN storage systems will remain operational during and post system implementation.

Contractor shall aim and focus each camera per Probation’s requirements to obtain the required view. Contractor shall coordinate with the Probation project manager to determine the required view for each camera. Contractor shall furnish and install Micro SDXC cards in the cameras for on board camera recording to supplement exterior recording storage.

Contractor shall verify site conditions, fiber cable infrastructure, and network infrastructure. Contractor shall design, furnish, and work with County network engineers and install a separate data network for the CCTV system. Contractor shall utilize the existing fiber infrastructure in creating and installing the CCTV network and verify fiber cable paths. Contractor shall work with County network engineers to configure the CCTV network in which the recording data streams are
on separate VLANs from the live and playback data streams. Contractor shall integrate the CCTV system with the overall Probation CCTV system including the CCTV system at Central Juvenile Hall. Contractor shall furnish and install a Directory server for the Nidorf Juvenile Hall facility. Probation has a Flir Latitude Enterprise license and Flir Global Admin server license.

Contractor shall work with County network engineers to connect the CCTV network to the Probation data network to allow remote access to the CCTV system from remote Probation facilities including Probation headquarters in Downey, Ca. Contractor shall install and configure all software and certificates for the servers, switches, UPS, and storage systems.

Contractor shall test and terminate all cabling for the CCTV system including Cat 6 cabling installed by others. Cat 6 cabling shall be terminated on RJ45 plugs in the field and RJ 45 jacks at the patch panel. Contractor shall furnish and install metallic conduit and cover any exposed cabling for the CCTV system. For all cameras, contractor shall furnish and install all materials necessary to make the cameras vandal proof and weatherproof. Contractor shall terminate data cabling on patch panels in the racks and IDF rooms and RJ45 plugs at the camera location. Contractor shall remove all existing CCTV cameras. Contractor shall package and label the existing cameras and the store the cameras at a location determined by Probation. Contractor shall also test and terminate all new data cabling for new cameras in areas where the existing IP cameras have been replaced with new IP cameras. Contractor shall modify/adapt the new camera to the location of the existing camera to ensure that the existing data cabling is secured and not exposed.

Contractor shall furnish and install eight (8) server/storage systems for the CCTV system. One of the eight server/storage systems and a portion of another server/storage system shall be utilized as a failover archiver/storage system. The server/storage systems shall be located at various buildings within the facility.

Contractor shall furnish and install workstations in the control rooms of the movement control office and housing units. Contractor shall coordinate with the ISD and Probation project manager to determine the workstation display configuration for each workstation.

6.8.9.4 Contractor shall furnish and install security caulking around all cameras located inside the cells.

6.8.9.5 Administration building – Contractor shall furnish and install cameras per the drawings, Attachment A, and the camera matrix. Contractor shall furnish and install data switches, patch panels, wire managers, and UPS in the existing data rack the 1st floor MCR room. Contractor shall work with County network engineers to furnish and install data switches and UPS in the MCR room. Contractor shall connect UPS to emergency power AC outlets. Contractor shall connect one power supply of the data switches to the wall power outlet. Contractor shall connect the 2nd power supply of the servers and data switches to the UPS. Contractor shall work with County network engineers to connect the data switches to the CCTV data network, WAN router, and the Probation data network.

Contractor shall install a workstation in the Key Center office with one (1) monitor. Contractor shall install a UPS for the workstation and secure the UPS to the wall. Contractor shall remove and replace the existing coax cabling for two (2) existing PTZ cameras and furnish and install Cat 6 cabling for the new PTZ cameras. Contractor shall terminate the data cabling on the patch panel in the MCR room. Contractor shall remove and replace eleven (11) existing fixed cameras with new cameras as shown on the drawing. Contractor shall remove and replace the existing data cabling from the exterior fixed IP cameras and install new cabling to the new data switch. Contractor shall install a workstation with 2 monitors in the security guard booth. Contractor shall utilize and extend the existing Cat 6 cable in the security guard booth and connect to the new CCTV data switch in the MCR room. Contractor shall remove, package and store existing workstations at the location designated by Probation.

6.8.9.6 Buildings 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 22, 23 - Contractor shall furnish and install cameras per the drawings, Attachment A, and the camera matrix. Contractor shall furnish and install equipment racks, data switches, patch panels, wire managers, and UPS in the IDF rooms. Contractor shall install and secure the equipment racks to the floor or wall if the cabinets for the buildings are designated wall racks. Contractor shall work with County network engineers to furnish...
and install data switches and UPS in the IDF rooms. Contractor shall connect UPS to emergency power AC outlets. Contractor shall connect one power supply of the data switches to the wall power outlet. Contractor shall connect the 2nd power supply of the data switches to the UPS. Contractor shall install a workstation with 2 monitors and UPS in each control room as shown on the drawings. Contractor shall remove, package and store existing workstations at the location designated by Probation. Contractor shall secure the UPS to the wall. Exact location of the workstations, monitors, and UPS shall be determined in the field. Contractor shall remove the existing cameras and cover the unused camera openings with metal blank plates and security screws. Contractor shall furnish and install a plywood backboard in the IDF rooms of building 3 for mounting of the CCTV equipment on the wall. Contractor shall verify wall space available and install the backboard to cover the available wall space.

6.8.9.7 Buildings 9, 14, 16, W, X, Y, Z - Contractor shall furnish and install cameras per the drawings, Attachment A, and the camera matrix. Contractor shall furnish and install equipment racks, data switches, KVM/Monitor, UPS, servers, and storage systems in the IDF rooms. Contractor shall install and secure the equipment cabinets to the floor. Contractor shall work with County network engineers to furnish and install data switches and UPS in the IDF rooms. Contractor shall connect UPS to emergency power AC outlets. Contractor shall connect one power supply of the servers and data switches to the wall power outlet. Contractor shall connect the 2nd power supply of the servers and data switches to the UPS. Contractor shall connect two power supplies of the storage system to the wall power outlets. Contractor shall connect the 2nd two power supplies to the UPS. Contractor shall install a workstation with 2 monitors and UPS in each control room as shown on the drawings. Contractor shall remove, package and store existing workstations at the location designated by Probation. Contractor shall secure the UPS to the wall or racks. Exact location of the workstations, monitors, and UPS shall be determined in the field. Contractor shall replace existing cameras with new IP cameras and integrate them into the new CCTV system and network. Contractor shall remove and replace the existing CCTV cable and install new data cable to the new data switches. Contractor to remove the existing cameras and cover the unused camera openings with metal blank plates and security screws. Contractor shall install the data switches and UPS in W and Y in the existing CCTV rack.

6.8.9.8 Building 19 - Contractor shall furnish and install cameras per the drawings, Attachment A, and the camera matrix. Contractor shall work with County network engineers to furnish and install a data switch, UPS, and equipment rack. Contractor shall connect UPS to emergency power AC outlet. Contractor shall install a workstation with 4 monitors and UPS in the movement control room as shown on the drawings. Contractor shall secure the UPS to the wall. Exact location of the workstations, monitors, and UPS shall be determined in the field. Contractor shall remove the existing cameras and cover the unused camera openings with metal blank plates and security screws. Contractor shall furnish and install a plywood backboard in the IDF room for mounting of the CCTV equipment on the wall. Contractor shall verify wall space available and install the backboard to cover the available wall space.

6.8.9.9 Exterior wall, Vehicle entrance gate, Parking booth, Parking structure - Contractor shall furnish and install cameras per the drawings, Attachment A, and the camera matrix. Contractor shall furnish and install Ethernet extender systems to extend the data signal for the cameras. Contractor shall furnish and install weatherproof and vandal proof junction boxes to house the ether extender receivers next to the cameras. Contractor shall install conduit to cover any exposed cabling. Contractor shall work with County network engineers to furnish and install a data switch and UPS on wall mount cabinet in the parking structure. Contractor shall connect UPS to emergency power AC outlet. Contractor shall furnish and a wireless link between the parking structure and administration building. Contractor shall connect the cameras and data switch to the wireless link. Contractor shall install cabling from the wireless link on the administration building side to the new CCTV data switch in the administration building MCR. Contractor shall install a POE Ethernet extender as needed to extend the data signals to the MCR.

6.8.9.10 Microphones – Contractor shall furnish and install microphones for audio monitoring and recording for buildings as shown on the drawing. Exact microphone locations will be determined in the field.
Contractor shall install microphone power supplies located in the respective IDF room of each building. Contractor shall connect the microphones to the audio line input of the CCTV cameras. Contractor shall connect the power supplies to the UPS.

Contractor shall adjust audio levels of the microphones to clearly hear the surrounding areas of the camera and microphones. Contractor shall configure the CCTV system to record the audio of the microphones and adjust CCTV system and audio system so that the audio recording is in sync with the speaking motion of the person speaking on the video recordings.

Audio recording shall be recorded with the same server as the video recordings and stored on the same storage units as the video recordings.

### 7.0 PROJECT MANAGEMENT

#### 7.1 Contractor's Project Manager

Contractor’s Project Manager shall be responsible for all work performed by their staff or their subcontractors. On-site supervision of Contractor and/or subcontractor personnel shall be the responsibility of the Contractor's Project Manager.

#### 7.2 Contractor's Project Manager Meetings

Contractor’s Project Manager shall be responsible for attending and participating in various meetings including those for planning, activity and resource coordination, quality control, and scheduling.

#### 7.3 Contractor's Project Manager Status Reporting

Contractor's Project Manager shall submit written weekly status reports, via email, to the ISD Project Manager and Probation Project Manager with copies sent simultaneously to the ISD Project Manager’s supervisor and to the Section Manager, Project Management Section. Reporting shall commence from the project "Kick-off" meeting and continue until the provisions of Paragraph 10.0, Test/Acceptance, have been satisfied. The purpose of the report is to control expenditures and ensure the timely provision and installation of deliverables. The status report should describe the progress in achieving the tasks in the PIP (See Paragraph 5.0, General Conditions and Requirements). The Contractor must notify the County in the status report of any task for which the Contractor is responsible that the Contractor has not completed as scheduled. Any difficulties or issues that could jeopardize completion of the project as scheduled must be identified, with recommendations for resolution. As necessary, the PIP will be updated and relevant updated portions attached to the status report.

### 8.0 TRAINING

#### 8.1 Contractor’s Training

Contractor shall train Probation staff, ISD technicians, and analysts in the operation and maintenance of the CCTV system.

#### 8.2 On-Site Training

Contractor shall contact on-site training as follows:

- **End-User Training** – The Contractor shall provide familiarization and usage training classes for Probation staff end-users on the CCTV system. Contractor shall provide three (3) training sessions for two (2) hours for each session. Training sessions shall be on separate days. Each training session shall have 10 or more participants per session. Scheduling will be determined by County ISD PM and Probation PM. Training shall include operational procedures including cameras selection, display configuration, pan/tilt/zoom operation, operator system access, video recording search, retrieval, and exporting. Training manuals shall include detailed operational procedures of topics discussed during the training session. Contractor shall provide a training manual for each participant.

- **Technician Training** - Contractor shall provide technician training on the CCTV systems including the video management systems and SAN storage systems. Contractor shall provide three (3) training sessions for two (2) hours for each session. Training sessions shall be on separate days. Each training session shall have 5 or more participants per session. Training shall include overall system design, operation, configuration, software programming and
configuration, equipment and cabling interconnects and locations, software and equipment integration with other software and equipment in the system, purpose and function of each piece of equipment, equipment maintenance, troubleshooting and repair of each piece of equipment and troubleshooting and repair of the systems as a whole. Contractor shall also provide training manuals detailing the training session concepts.

8.3 When feasible during the installation or configuration of any equipment, the Contractor shall contact the County’s Maintenance Supervisor and invite him/her to send a technician to accompany the Contractor’s technician. This will permit the County’s maintenance staff to become familiar with the equipment being installed and configured. This “over the shoulder” training should be conducted as may be deemed feasible to do so.

8.4 Contractor shall create a User training video and a Technician training video. Contractor shall provide to the County a DVD for user training and a separate DVD for the technician training. Contractor shall record the training information/presentation only and ensure that County staff and juveniles are not recorded on video.

9.0 DOCUMENTATION

Contractor shall provide literature, instruction manuals, warranty materials, drawings, wiring diagrams, system schematic diagrams, programming setups, all software, and all other documentation that comes with each equipment item. The following documentation deliverables are required where applicable to this project:

9.1 Contractor shall provide and deliver to the ISD Project Manager four (4) sets of all documentation on both electronic (USB Flash drive) and printed media in a 3-ring binder with labeled tabs/sections (except for cable test results where only one (1) printed copy is required). One set of documentation shall be delivered to the Probation Project Manager.

9.2 Excel spreadsheet detailing camera number, title, IP address, model number, configured live view resolution, configured recording resolution and frame rate, location, description of camera view, switch name, switch IP, switch location, and switch port camera is connected to. Also, recording server storage system, and recording duration the camera is connected to. Contractor to also provide a spread sheet for servers, storage systems, switches, UPS, and workstations, detailing equipment name, IP address, location, and admin log in information.

When distribution cabling (fiber or copper) has been installed by the Contractor, Contractor shall update existing County provided riser diagrams (if available) or provide new diagrams for those facilities installed by the Contractor. The riser diagram shall include cable length measurements and number pairs or strands.

9.3 When station cabling (voice and data) has been installed by the Contractor, Contractor shall provide a cable inventory in a format provided by the County. The inventory shall list the cable ID, the user department, the room number where terminated, and the wiring closet where terminated (block id or patch panel id).

9.4 Where LAN equipment has been installed by the Contractor, Contractor shall provide a bay face layout of each wiring closet installation. A “spider diagram” shall be provided showing each piece of equipment and its relationship to other installed equipment to which it is connected. The Contractor shall provide a listing of the configuration of each switch installed. A listing of equipment shall be provided by the Contractor listing the equipment installed by description and manufacturer part number, installed location, serial number, and warranty start and end dates (if applicable).

9.5 Where equipment or wiring is installed by the Contractor, Contractor shall furnish a cut-sheet detailing the connections between the equipment and the station wiring. The County will provide the Contractor with a form (Excel spreadsheet) for this purpose.

9.6 All drawings and diagrams shall be submitted on paper no larger than 11”X17” and shall also be submitted on USB Flash drive formatted as VISIO 2000 or AutoCAD 2007 and pdf format.

9.7 All other documentation except manuals and test results shall also be submitted on USB Flash drive using Microsoft Word and/or Excel formats.
9.8 A single copy of Test Results shall be submitted in loose leaf, three ring binders, tabbed according to Test Results where cabling terminates.

9.9 Upon conclusion of the project, the Contractor shall update the PIP, providing: “as built” drawings & plans indicating equipment locations; elevation rack layouts; riser diagrams; wiring diagrams, equipment interconnect drawings, configuration and programming setups, and “As Built” Bid Schedule of Materials and Services. This schedule is the net result of compilation of Attachment A and all change orders and reflects the actual materials and services delivered to the County.

10.0 TEST/ACCEPTANCE

The following test/acceptance deliverables are required where applicable to this project:

10.1 Contractor, ISD, and Probation shall test all the newly installed equipment and verify that the systems are fully integrated, fully operational, fully functional, and completely installed. Contractor shall provide a test plan spreadsheet with each component and operational feature itemized and verified that it has been tested and fully integrated, fully functional, and fully operational. Contractor shall provide documented test scripts to the County for review and approval prior to system testing.

10.2 ISD shall accept the system installed and approve payment to the Contractor only after the ISD has received all deliverables specified and the Contractor has fulfilled all obligations of the Work Order. This shall require, among other things, that the Contractor:

- Has provided all materials and services included in the Attachment A and all change orders.
- Has provided to the ISD Project Manager a final “As Built” Schedule of Materials & Services.
- Has tested all systems and provided test results to ISD indicating operability in accordance with the specifications.
- Has completely provided to the ISD Project Manager the documentation as required by Section 9.0, Documentation.
- Has cleared all deficiencies (Punch List items).
- Has turned over to ISD any spare parts as specified in the WOS.
- Has restored to original condition any damaged County premises, premise facilities, or equipment caused by Contractor personnel.
- Has cleared all material and debris from the work site and generally restored the work site to an orderly condition.
- Has removed all abandoned or non-working equipment, wiring and mountings.
- Has contacted and made arrangements for the ISD Maintenance Supervisor to determine the disposition of existing equipment.
- Has dressed all cables, patch cables, and power cords.
- Has fire stopped required conduits and path ways.
11.0 WARRANTY, MAINTENANCE & SUPPORT

Overview

11.1 The one-year post-implementation warranty, maintenance, and support package that is bid by the Eligible Contractor must be separately priced in Attachment A.

11.2 The warranty and maintenance package must contain a basic level of qualified on-site support, including maintenance to include proactive installation of software upgrades and patches, configuration management, and implementation of fixes for problems and potential problems observed and reported via the monitoring process.

Warranty

11.3 In accordance with TESMA, the Contractor warrants to the County that the system/equipment shall be free from defects in material and workmanship for a period of twelve (12) months from the date of acceptance of the entire system by the County. Labor for parts replacement shall be included in the warranty. During this period, the Contractor shall provide, at no extra cost to the County, labor for troubleshooting, diagnostics, programming, and replacement of parts.

11.4 During the warranty period, the Contractor shall provide maintenance support services during the normal working days Monday through Friday (between the hours of 7:00 a.m. and 6:00 p.m., excluding County holidays). County offices and facilities are generally open and accessible to conduct business on normal working days during these hours.

11.5 Both during the warranty period and during installation and acceptance testing, the Contractor shall respond to any service calls within a four-hour time period. The County will measure this period from the time the Contractor receives notification to the time the Contractor service personnel arrive on-site or Contractor begins providing service via remote access. Repair must occur within one hour of arrival on site of the Contractor's service personnel or the start of the remote access service. The provisions of TESMA Section 8.47, Termination for Default, shall be invoked if these response and resolution service levels are not met.

Maintenance

11.6 From the beginning of the project until the County accepts the system, the Contractor shall be responsible for troubleshooting and maintenance of the system including replacement of failed components and system configuration changes.

Support

11.7 During the warranty period, the contractor shall make a minimum of one site visit per month to verify proper operation of the equipment and systems and make any adjustments and/or repairs to the equipment and/or systems. This is in addition to the warranty requirements as stated above.

12.0 MOVES, ADDS, AND CHANGES ACTIVITY (MAC) NOT REQUIRED

13.0 OTHER REQUIREMENTS & SPECIFICATIONS NOT REQUIRED

14.0 FINANCING NOT REQUIRED

15.0 ATTACHMENT A - ORIGINAL BID SCHEDULE OF MATERIALS & SERVICES

15.1 Submit bid/pricing information using Attachment A.

15.2 The Eligible Contractor shall include within the labor/service column of Attachment A a complete itemization of labor pricing for each item of material listed. Exceptions shall be for miscellaneous
items that are integral parts of a larger assembly such as minor cables, tie-wraps, labels, angle brackets, bolts, and documentation.

15.3 All other items listed with zero dollar amounts in the labor/service column of Attachment A will be construed by County as furnished and installed by the Contractor at no cost to the County.

15.4 Transmit Attachment A, via e-mail to Tesma@isd.lacounty.gov as described on Page 1 of this WOS.

END OF STATEMENT OF WORK
April 16, 2019

Richard McMillan, President
MCM INTEGRATED SYSTEMS
6961 HAYVENHURST AVE
VAN NUYS, CA 91406

Vendor #: 510739
Certification Record #: 086806

CERTIFICATION FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

Dear Richard McMillan,

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your Los Angeles County Metropolitan Transportation Authority (METRO) small business certification. Your certification expires on April 09, 2024.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to cbesbe@dcba.lacounty.gov to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at http://dcba.lacounty.gov or email us at cbesbe@dcba.lacounty.gov.

Sincerely,

Joseph M. Nicchitta
Director

Christian Olmos
Program Chief, Office of Small Business
JMN:CO
COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

You are receiving this notice because the County of Los Angeles ("County") has identified you or your company/entity as performing services under a contract with the County ("Contractor"). In accordance with the urgency Ordinance adopted by the County of Los Angeles Board of Supervisors on December 7, 2021 as contained in Chapter 2.212, COVID-19 Vaccinations of County Contractor Personnel of County Code Title 2 – Administration, Division 4 ("Ordinance"), all Contractor Personnel who (1) interact in person with County employees, interns, volunteers, and commissioners, (2) work on County owned or controlled property while performing services under a County contract, and/or (3) come into contact with the public while performing services under a contract with the County, must first:

1. Provide one-time verification that they are fully vaccinated, OR
2. If the Contractor Personnel is granted a valid medical or sincerely held religious belief exemption by its employer, provide a weekly certification through the Contractor of a negative polymerase chain reaction ("PCR") or antigen test as evidence that they are in compliance with the mandate.

"Contractor Personnel" means all employees of a Contractor, and persons working on its behalf on a Contract with the County, including but not limited to, subcontractors of any tier. As many Contractor Personnel perform services in which they come into contact with other people in the course of their work for the County and are in a position to transmit or contract COVID-19 while they are at work, it is essential that the County require effective health and safety practices.

Nothing can provide a higher level of protection against COVID-19 or do more to speed the County’s recovery than vaccines, which are safe and lifesaving. Convenient and community-based vaccination sites can be found via [http://www.publichealth.lacounty.gov/media/coronavirus/vaccine/index.htm](http://www.publichealth.lacounty.gov/media/coronavirus/vaccine/index.htm).

The Centers for Disease Control and Prevention ("CDC") has stated that vaccination is an effective tool to prevent the spread of COVID-19 and benefits both vaccine recipients and those they come into contact with, including persons who for reasons of age, health, or other conditions cannot themselves be vaccinated, and the appearance in the County of the highly transmissible Delta and Omicron variants of COVID-19 has substantially increased the risk of infection for the County’s workforce and members of the public.

To ensure compliance with the Ordinance, the County must receive written confirmation (see Attached) that all Contractors covered by the Ordinance will fulfill the requirements of the Ordinance. Contractor Personnel who are not vaccinated shall not perform services alongside the County’s workforce, for the County in County owned or controlled property, or provide services to the public on behalf of the County, unless the Contractor Personnel has first been granted a valid medical or sincerely held religious belief exemption by its employer and received a negative test result from a COVID-19 PCR or antigen test within 72 hours of their work schedule starting in any applicable week (unless the contracting County department requires otherwise). This applies regardless of the amount of time during the day that Contractor Personnel are performing services for the County. Contractors will have to provide weekly certifications for any unvaccinated Contractor Personnel.

As a condition of your Contract with the County, you must comply with all applicable laws, regulations, ordinances and requirements during your performance of work for the County. While the Ordinance is
COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

effective immediately, you will have until January 1, 2022 to comply with the Ordinance requirements. You must be in full compliance with the Ordinance by January 1, 2022 by: (1) verifying proof of vaccination for your Contractor Personnel performing services for the County; and (2) for any unvaccinated Contractor Personnel that the employer has granted a valid medical or religious exemption, ensure the person does not perform work on the Contract unless they received a negative COVID-19 PCR or antigen test within the immediately preceding 72 hours of their work schedule starting in any applicable week (unless the contracting County department requires otherwise). You must ensure there is no interruption of service to the County if you, or any of your Contractor Personnel, are precluded from working due to an inability to comply with the Ordinance.

A representative of a County department that oversees your Contract may seek additional documentation from you at any time when necessary to ensure compliance with the Ordinance. Please sign, date and return the acknowledgement attached to this notice within seven (7) days to the County Contact below. If you are unable to comply with the requirements of this notice and the Ordinance, you must notify the County contact immediately. Failure to contact the County department representative or return the acknowledgement may result in your company being in default of your Contract with the County.

Subcontracts do not need to submit a certification to the County, however, prime contractors are responsible for ensuring their subcontractors are in compliance and will certify for their subcontractors as part of certifying for all Contractor Personnel.

If you have any questions, please visit https://doingbusiness.lacounty.gov for more information, including for a copy of the Ordinance, answers to Frequently Asked Questions, tools for businesses to assist them with establishing vaccination policies and getting their personnel vaccinated such as template policies, forms, and more; or contact your County contracting contact.

Brianna Cuellar, Contracting Officer Representative
County of Los Angeles,
Internal Services Department of
9150 E. Imperial Hwy., MS:46
Downey, CA 90242
Email: bcuellar@isd.lacounty.gov
Phone: (562) 940-2974
COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION

Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, John McWilliams, on behalf of MCM Integrated Systems, Inc., (the “Contractor”), certify that on County Contract __104791 TA665 Nidorf Probation CCTV_[ENTER CONTRACT NUMBER AND NAME]:

___X___ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

____ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

________________________________________________________________________

________________________________________________________________________

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

_Signature_________________________________________________________

_Sales Manager_____________________________________________________

Title

MCM Integrated Systems, Inc./ John McWilliams_______________________

Company/Contractor Name

__04-18-2022________________________________

_Date

TA665

Released December 14, 2021

Version 1.0
December 1, 2017

Re: MCM Integrated Systems

To Whom It May Concern:

This letter is to verify that MCM Integrated Systems is an authorized dealer of FLIR Systems and in good standing. MCM Integrated Systems has been trained and certified on FLIR’s Latitude VMS and is authorized to procure/resell FLIR’s security product(s) portfolio.

If you have any questions or require additional information, please contact me at 201-708-9835 or via e-mail Melissa.Ortega@flir.com.

Sincerely,

Melissa Ortega
Sales Support Analyst
March 23, 2021

RE: Reseller Certification

To Whom It May Concern:

DataDirect Networks, Inc. (DDN) is pleased to have the opportunity to support MCM Integrated Systems, Inc. (MCM) as an authorized reseller and service provider of DDN. We hereby certify that MCM is authorized to sell the full product line of DDN.

Any questions regarding this certification can be directed to the undersigned. Thank you for your kind consideration. DDN looks forward to working with MCM to bring exceptional products and services to the market.

Sincerely,

DataDirect Networks, Inc.

Jeff Adams
Sr. Director of Sales, AI & Surveillance Solutions
910-769-9875
jadams@ddn.com
Andy Nguyen
Cisco, CCIE
Cisco Certified Internetwork Expert
THE PROFESSIONAL DESIGNATION OF
REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®
IS AWARDED TO

Robert A Lopez

by BICSI in recognition of having successfully completed BICSI’s registration and examination requirements.

Designation Number: 163502
Registration Start Date: 01-01-2022
Registration End Date: 12-31-2024

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Since
06-17-2006
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Extended Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop cable lock CSP-810-S-1X-1G</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Camera licen</td>
<td>$4,517.50</td>
<td>1</td>
<td>$4,517.50</td>
<td></td>
</tr>
<tr>
<td>Flir PTZ camera CP-6408-31-I</td>
<td>$3,918.59</td>
<td>2</td>
<td>$7,837.17</td>
<td></td>
</tr>
<tr>
<td>Cisco 650W AC Config 4 Power Supply front to back cooling C9K-PWR-650WAC-R</td>
<td>$1,434.41</td>
<td>2</td>
<td>$2,868.82</td>
<td></td>
</tr>
<tr>
<td>Cisco Prime Infrastructure Lifecycle &amp; Assurance Term - Smart Lic PI-LFAS-T</td>
<td>$774.19</td>
<td>2</td>
<td>$1,548.38</td>
<td></td>
</tr>
<tr>
<td>Cisco 10GBASE-LR SFP Module, Enterprise-Class SFP-10G-LR-S=</td>
<td>$1,132.02</td>
<td>1</td>
<td>$1,132.02</td>
<td></td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco Cisco pluggable SSD storage C9K-F1-SSD-BLANK</td>
<td>$0.00</td>
<td>2</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Flir PTZ camera removal, packaging, and storage</td>
<td>$6.60</td>
<td>2</td>
<td>$13.20</td>
<td></td>
</tr>
<tr>
<td>PTZ data cable furnish and install from movement control to I/R data switch</td>
<td>$237.60</td>
<td>2</td>
<td>$475.20</td>
<td></td>
</tr>
<tr>
<td>Existing PTZ camera cable removal and installation of new data cabling</td>
<td>$237.60</td>
<td>2</td>
<td>$475.20</td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td>$73.11</td>
<td>1</td>
<td>$73.11</td>
<td></td>
</tr>
<tr>
<td>Tripplitt 1200 I/O and control panel</td>
<td>$495.79</td>
<td>1</td>
<td>$495.79</td>
<td></td>
</tr>
<tr>
<td>Building 774 camera removal and installation of new data cabling</td>
<td>$397.59</td>
<td>2</td>
<td>$795.18</td>
<td></td>
</tr>
<tr>
<td>Item Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Subtotal</td>
<td>Tax</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
<td>----------</td>
<td>-----</td>
</tr>
<tr>
<td>Building 2 - Girls School</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor - 24&quot; USS-MON-FHD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing exterior fixed camera cable and installation of new data cabling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco SOLN SUPP SW SUB C9300 DNA Advantage, 48-Port, 3 Year Term License</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Prime Infrastructure Lifecycle &amp; Assurance Term - Smart Lic PI-LFAS-T</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco PI Dev Lic for Lifecycle &amp; Assurance Term 3Y PI-LFAS-AP-T-3Y</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco SOLN SUPP CON-SSTCM-C93A48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle Atlantic wall rack VPM-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle Atlantic wall rack (for patch panel) PPM-6-12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco SOLN SUPP SW SUB C9300 DNA Advantage, 48-Port Licenses C9300-DNA-A-48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco SOLN SUPP SW SUB C9300 DNA Advantage, 48-Port Licenses C9300-DNA-A-48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building 4 - South Scho</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Camera - QH</td>
<td>$152.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verifact-D</td>
<td>$0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDU1215</td>
<td>$0.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco North America AC Type A Power Cable CAB-TA-NA</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY</td>
<td>$9.79</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>$240.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>$517.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000XLA</td>
<td>$3,343.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l)</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>$10.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>$336.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>$116.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>----------</td>
<td>------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Surge suppressor</td>
<td>1</td>
<td>$957.00</td>
<td>$957.00</td>
<td></td>
</tr>
<tr>
<td>Desktop cable lock CSP‐810‐S‐1X‐1G</td>
<td>1</td>
<td>$126.00</td>
<td>$126.00</td>
<td></td>
</tr>
<tr>
<td>General Cable Plenum cat 6 cable (1000ft/rl)</td>
<td>2</td>
<td>$360.20</td>
<td>$720.40</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l</td>
<td>1</td>
<td>$38.10</td>
<td>$38.10</td>
<td></td>
</tr>
<tr>
<td>Building 5 - Dorm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>3</td>
<td>$677.60</td>
<td>$2,032.80</td>
<td></td>
</tr>
<tr>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td>15</td>
<td>$55.06</td>
<td>$825.83</td>
<td></td>
</tr>
<tr>
<td>Flir Pendant Cap CM-CAPX-31</td>
<td>2</td>
<td>$55.06</td>
<td>$110.11</td>
<td></td>
</tr>
<tr>
<td>Flir Gooseneck mount CX-GSNK-G3</td>
<td>2</td>
<td>$332.75</td>
<td>$665.50</td>
<td></td>
</tr>
<tr>
<td>Flir Corner camera CC-3103-01-I</td>
<td>4</td>
<td>$617.10</td>
<td>$2,468.40</td>
<td></td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Axis 360 camera back box T94S01P</td>
<td>1</td>
<td>$101.60</td>
<td>$101.60</td>
<td></td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>2</td>
<td>$336.38</td>
<td>$672.76</td>
<td></td>
</tr>
<tr>
<td>APC UPS SMT750C</td>
<td>1</td>
<td>$378.21</td>
<td>$378.21</td>
<td></td>
</tr>
<tr>
<td>Guardia</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products Floor rack - 4 ft, 2 post 483-53-120</td>
<td>1</td>
<td>$428.29</td>
<td>$428.29</td>
<td></td>
</tr>
<tr>
<td>Middle Atlantic wall rack VPM-2</td>
<td>1</td>
<td>$78.24</td>
<td>$78.24</td>
<td></td>
</tr>
<tr>
<td>Louroe Microphone Verifact-DV</td>
<td>11</td>
<td>$140.86</td>
<td>$1,549.41</td>
<td></td>
</tr>
<tr>
<td>Parts Express Screw Terminal to RCA adapter 090-102</td>
<td>13</td>
<td>$1.65</td>
<td>$21.45</td>
<td></td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 Network Advantage, 48-port license C9300-NW-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco Upgrade option 1100W AC 80+ platinum Config 1 Power Supply PWR-C1-1100WAC-UP</td>
<td>1</td>
<td>$792.42</td>
<td>$792.42</td>
<td></td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
<td></td>
</tr>
<tr>
<td>SSD-240G</td>
<td>1</td>
<td>$1,132.02</td>
<td>$1,132.02</td>
<td></td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 DNA Advantage, 48-Port Term Licenses C9300-DNA-A-48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $13,521.10
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Other 1</th>
<th>Other 2</th>
<th>Other 3</th>
<th>Other 4</th>
<th>Other 5</th>
<th>Other 6</th>
<th>Other 7</th>
<th>Other 8</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Desktop cable lock CSP-810-S-1X-1G</td>
<td>10</td>
<td>$135.00</td>
<td>$1,350.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>PDU1215</td>
<td>1</td>
<td>$152.00</td>
<td>$152.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cisco PI Dev Lic for Lifecycle &amp; Assurance Term 3Y PI-LFAS-AP-T-3Y</td>
<td>1</td>
<td>$1,125.95</td>
<td>$1,125.95</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cisco Catalyst 9300 8 x 10GE Network Module C9300-NM-8X</td>
<td>1</td>
<td>$1,066.32</td>
<td>$1,066.32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Cisco 10GBASE-LR SFP Module, Enterprise-Class</td>
<td>1</td>
<td>$2,098.14</td>
<td>$2,098.14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Chatsworth Products Floor rack - 4 ft, 2 post 483-53-120</td>
<td>1</td>
<td>$540.33</td>
<td>$540.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>8</td>
<td>$1,801.10</td>
<td>$14,408.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Cisco ONE Add-On Session Opt Out (No Fulfillment) C1-ADD-OPTOUT</td>
<td>1</td>
<td>$2,032.80</td>
<td>$2,032.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td>15</td>
<td>$1,350.93</td>
<td>$1,350.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Axis 360 camera back box T94S01P</td>
<td>1</td>
<td>$1,621.11</td>
<td>$1,621.11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Flir Work Station USS-WKS-QM2-HPS</td>
<td>1</td>
<td>$495.31</td>
<td>$495.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>2</td>
<td>$360.22</td>
<td>$720.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Building 8 - Dorm Flir Camera - 4K CM-3308-11-I</td>
<td>3</td>
<td>$1,756.10</td>
<td>$2,189.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td>15</td>
<td>$1,350.93</td>
<td>$1,350.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Building 9 - Dorm Flir Camera - QHD CM-3304-11-I</td>
<td>15</td>
<td>$8,104.95</td>
<td>$12,157.39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Flir 4S box adapter CM-4S-31</td>
<td>6</td>
<td>$540.33</td>
<td>$3,241.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Axis 360 camera M3058-PLVE</td>
<td>1</td>
<td>$720.44</td>
<td>$720.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>2</td>
<td>$360.22</td>
<td>$720.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Building 8 - Dorm Chatsworth Products Floor rack - 4 ft, 2 post 483-53-120</td>
<td>1</td>
<td>$540.33</td>
<td>$540.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>8</td>
<td>$1,801.10</td>
<td>$14,408.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Building 9 - Dorm Flir Camera - QHD CM-3304-11-I</td>
<td>15</td>
<td>$8,104.95</td>
<td>$12,157.39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Model</td>
<td>Unit</td>
<td>Quantity</td>
<td>Price</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------</td>
<td>--------</td>
<td>----------</td>
<td>--------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Desktop cable lock CSP-810-S-1X-1G</td>
<td></td>
<td></td>
<td>1</td>
<td>$135.0</td>
<td>$135.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDU1215</td>
<td></td>
<td></td>
<td>1</td>
<td>$135.0</td>
<td>$135.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surge suppressor</td>
<td></td>
<td></td>
<td>6</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco C9300 Network Advantage, 48-port license C9300-NW-A-48</td>
<td></td>
<td></td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco North America AC Type A Power Cable CAB-TA-NA</td>
<td></td>
<td></td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Cisco pluggable USB3.0 SSD storage</td>
<td></td>
<td></td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco Catalyst 9300 8 x 10GE Network Module C9300-NM-8X</td>
<td></td>
<td></td>
<td>1</td>
<td>$1,568.69</td>
<td>$1,568.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cisco 10GBASE-LR SFP Module, Enterprise-Class</td>
<td></td>
<td></td>
<td>1</td>
<td>$3,137.38</td>
<td>$3,137.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8-11 x 3&quot; stud 08001-002</td>
<td></td>
<td></td>
<td>2</td>
<td>$15.14</td>
<td>$30.27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8” flat, washer, wide, Type A 20283-022</td>
<td></td>
<td></td>
<td>2</td>
<td>$0.72</td>
<td>$1.43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8-11 x 1 1/4&quot; hex cap screw 02004-006</td>
<td></td>
<td></td>
<td>2</td>
<td>$5.27</td>
<td>$10.54</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8-11 Hex nuts 20142-111</td>
<td></td>
<td></td>
<td>2</td>
<td>$1.62</td>
<td>$3.23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8” split lock washer 04003-001</td>
<td></td>
<td></td>
<td>2</td>
<td>$1.06</td>
<td>$2.11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Archiver server ( System 1, System 8) USS-ENT-24R5-16</td>
<td></td>
<td></td>
<td>2</td>
<td>$10,995.60</td>
<td>$21,991.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDN Storage base unit - 1 (system 1) SFA7990-FC16</td>
<td></td>
<td></td>
<td>1</td>
<td>$39,125.90</td>
<td>$39,125.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDN Hard drives - 16TB, 7.2K RPM H09C1600234NH33</td>
<td></td>
<td></td>
<td>180</td>
<td>$722.70</td>
<td>$130,086.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDN Support services - (premium) 3 years SUP-PROS-3</td>
<td></td>
<td></td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDN SFA OS Licenses for each set of 20 drives in SFA7990 LIC-SLOT20-7990</td>
<td></td>
<td></td>
<td>5</td>
<td>$630.00</td>
<td>$3,150.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DDN/Qlogic Fiber channel card QLE2562 I-239-2NFC8</td>
<td></td>
<td></td>
<td>1</td>
<td>$1,735.80</td>
<td>$1,735.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APC Rack mount PDU - 208VAC AP9571A</td>
<td></td>
<td></td>
<td>4</td>
<td>$271.30</td>
<td>$1,085.22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flir Corner camera adapter CC-BKBX-31</td>
<td></td>
<td></td>
<td>4</td>
<td>$59.90</td>
<td>$239.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**General Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building 10 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 9 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 8 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 7 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 6 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 5 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 4 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 3 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 2 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 1 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Building 0 - dorm</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC DES - Rivas</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC DES - Rivas</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC DES - Rivas</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC DES - Rivas</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC DES - Rivas</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Description</td>
<td>Model</td>
<td>Qty</td>
<td>Unit Price</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>--------------------------------</td>
<td>-----</td>
<td>------------</td>
</tr>
<tr>
<td>Desktop cable lock</td>
<td>CSP-810-S-1X-1G</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Surge suppressor</td>
<td></td>
<td></td>
<td>$135.05</td>
</tr>
<tr>
<td>Axis 360 camera M3058-PLVE</td>
<td></td>
<td>1</td>
<td>$724.37</td>
</tr>
<tr>
<td>Axis 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Flir Work Station USS-WKS-QM2-HPS</td>
<td></td>
<td>1</td>
<td>$2,098.14</td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td></td>
<td>2</td>
<td>$336.38</td>
</tr>
<tr>
<td>APC UPS SMT750C</td>
<td></td>
<td>1</td>
<td>$378.21</td>
</tr>
<tr>
<td>Axis 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.60</td>
</tr>
<tr>
<td>Flir Work Station USS-WKS-QM2-HPS</td>
<td></td>
<td>15</td>
<td>$55.06</td>
</tr>
<tr>
<td>Flir Gooseneck mount CX-GSNK-G3</td>
<td></td>
<td>1</td>
<td>$332.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter CC-BKBX-31</td>
<td></td>
<td>4</td>
<td>$59.90</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td>1</td>
<td>$326.32</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td></td>
<td>15</td>
<td>$55.06</td>
</tr>
<tr>
<td>Flir Gooseneck mount CX-GSNK-G3</td>
<td></td>
<td>1</td>
<td>$332.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter CC-BKBX-31</td>
<td></td>
<td>4</td>
<td>$59.90</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td>1</td>
<td>$326.32</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td></td>
<td>15</td>
<td>$55.06</td>
</tr>
<tr>
<td>Flir Gooseneck mount CX-GSNK-G3</td>
<td></td>
<td>1</td>
<td>$332.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter CC-BKBX-31</td>
<td></td>
<td>4</td>
<td>$59.90</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td>1</td>
<td>$326.32</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td></td>
<td>15</td>
<td>$55.06</td>
</tr>
<tr>
<td>Flir Gooseneck mount CX-GSNK-G3</td>
<td></td>
<td>1</td>
<td>$332.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter CC-BKBX-31</td>
<td></td>
<td>4</td>
<td>$59.90</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td>1</td>
<td>$326.32</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td></td>
<td>15</td>
<td>$55.06</td>
</tr>
<tr>
<td>Flir Gooseneck mount CX-GSNK-G3</td>
<td></td>
<td>1</td>
<td>$332.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter CC-BKBX-31</td>
<td></td>
<td>4</td>
<td>$59.90</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td>1</td>
<td>$326.32</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
<tr>
<td>Cisco 360 camera back box T94S01P</td>
<td></td>
<td>1</td>
<td>$101.56</td>
</tr>
</tbody>
</table>

**Total:**

$1,643.40 + $0.00 + $1,643.40 + $0.00 + $0.00 + $0.00 + $135.05 + $1,643.40 + $0.00 + $0.00 + $0.00 + $0.00 + $0.00 + $0.00 + $0.00 + $2,071.20 + $0.00 + $0.00 + $0.00 + $0.00 + $0.00 + $152.00 + $38.10 + $126.00 + $135.05 + $0.00 + $135.05 + $0.00 + $0.00 + $0.00 + $0.00 + $2,071.20 = $7,639.98

**Cisco**

- C9300 Network Advantage, 48-port license
  - Model: C9300-NW-A-48
  - Qty: 1
  - Unit Price: $0.00
  - Extended Price: $0.00

- C9300 DNA Advantage, 48-port, 3 Year Term License
  - Model: C9300-DNA-A-48-3Y
  - Qty: 1
  - Unit Price: $0.00
  - Extended Price: $0.00

- C9300 DNA Advantage Term 3Y
  - Model: PI-LFAS-AP-T-3Y
  - Qty: 1
  - Unit Price: $0.00
  - Extended Price: $0.00

- Cisco PI Dev Lic for Lifecycle & Assurance Term 3Y
  - Model: NETWORK-PNP-LIC
  - Qty: 1
  - Unit Price: $0.00
  - Extended Price: $0.00

**General Cable Plenum cat 6 cable (1000 ft/rl) 7131900**

- Qty: 8
- Unit Price: $426.66
- Extended Price: $3,413.26

**Miscellaneous hardware, cable, connectors (1 l**

- Qty: 1
- Unit Price: $0.00
- Extended Price: $0.00
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISOBAR12ULTRA</td>
<td></td>
<td></td>
<td></td>
<td>2,071.2</td>
</tr>
<tr>
<td>Surge suppressor</td>
<td></td>
<td></td>
<td></td>
<td>1,792.5</td>
</tr>
<tr>
<td>Desktop cable lock CSP‐810‐S‐1X‐1G</td>
<td></td>
<td></td>
<td></td>
<td>360.2</td>
</tr>
<tr>
<td>ISOBAR12ULTRA</td>
<td></td>
<td></td>
<td></td>
<td>1,907.4</td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td></td>
<td></td>
<td></td>
<td>67.64</td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY</td>
<td></td>
<td></td>
<td></td>
<td>9.79</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td></td>
<td></td>
<td></td>
<td>3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td></td>
<td></td>
<td></td>
<td>517.23</td>
</tr>
<tr>
<td>General Cable Plenum cat 6 cable (1000ft/rl) 7131900</td>
<td></td>
<td></td>
<td></td>
<td>426.66</td>
</tr>
<tr>
<td>Flir Camera - QHD CM-3304-11-I</td>
<td></td>
<td></td>
<td></td>
<td>553.58</td>
</tr>
<tr>
<td>Flir Camera - 4 K CM-3308-11-I</td>
<td></td>
<td></td>
<td></td>
<td>677.60</td>
</tr>
<tr>
<td>Flir Corner camera CC-3103-01-I</td>
<td></td>
<td></td>
<td></td>
<td>617.10</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td></td>
<td></td>
<td>326.32</td>
</tr>
<tr>
<td>Axis 360 camera back box T94S01P</td>
<td></td>
<td></td>
<td></td>
<td>101.60</td>
</tr>
<tr>
<td>Flir Work Station USS-WKS-QM2-HPS</td>
<td></td>
<td></td>
<td></td>
<td>2,098.14</td>
</tr>
<tr>
<td>APC UPS SMT750C</td>
<td></td>
<td></td>
<td></td>
<td>378.21</td>
</tr>
<tr>
<td>Louroe Microphone</td>
<td></td>
<td></td>
<td></td>
<td>372.30</td>
</tr>
<tr>
<td>Middle Atlantic Blank panel - 3U HBL3</td>
<td></td>
<td></td>
<td></td>
<td>29.48</td>
</tr>
<tr>
<td>Parts Express Screw Terminal to RCA adapter 090-102</td>
<td></td>
<td></td>
<td></td>
<td>1.65</td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td></td>
<td></td>
<td></td>
<td>7,639.98</td>
</tr>
<tr>
<td>Cisco SOLN SUPP SW SUBC9300 DNA Advantage CON-SSTCM-C93A48</td>
<td>1</td>
<td>792.42</td>
<td></td>
<td>792.42</td>
</tr>
<tr>
<td>Cisco C9300 Network Advantage, 48-port license C9300-NW-A-48</td>
<td>1</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Cisco C9300-STACK-NONE</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Cisco NO Stack Power Cable Selected C9300-SPWR-NONE</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Cisco DNA Advantage, 48-Port, 3 Year Term License C9300-DNA-A-48-3Y</td>
<td>1</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Cisco PI Dev Lic for Lifecycle &amp; Assurance Term 3Y PI-LFAS-AP-T-3Y</td>
<td>1</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Cisco Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Miscellaneous hardware, cable, connectors (1 l</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>Remove, package, and store existing came 8 $6.60</td>
<td></td>
<td></td>
<td></td>
<td>6.60</td>
</tr>
<tr>
<td>Remove, package, and store existing corner came 7 $6.60</td>
<td></td>
<td></td>
<td></td>
<td>6.60</td>
</tr>
<tr>
<td>Buildin U</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** | | | | $37,272.10
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop cable lock CSP-810-S-1X-1G</td>
<td>10</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Chatsworth Products 5/8&quot; flat, washer, wide, Type A 20283-022</td>
<td>20</td>
<td>$0.72</td>
<td>$14.37</td>
</tr>
<tr>
<td>DDN SFA OS Licenses for each set of 20 drives in SFA7990 LIC-SLOT20-7990</td>
<td>5</td>
<td>$0.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>DDN Storage base unit - 2 (system 4) SFA7990-FC16</td>
<td>1</td>
<td>$39,125.90</td>
<td>$39,125.90</td>
</tr>
<tr>
<td>DDN Expansion enclosure SS9012-SBOD</td>
<td>0</td>
<td>$11,301.40</td>
<td>$0.00</td>
</tr>
<tr>
<td>DDN Support services - (premium) 3 years SUP-PROS-3</td>
<td>1</td>
<td>$0.00</td>
<td>$39,339.41</td>
</tr>
<tr>
<td>DDN Support services - (premium) 1 years SUP-PROS-1</td>
<td>2</td>
<td>$0.00</td>
<td>$13,802.60</td>
</tr>
<tr>
<td>APC UPS Battery SRT192RMBP</td>
<td>2</td>
<td>$1,458.00</td>
<td>$2,915.99</td>
</tr>
<tr>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>2</td>
<td>$677.60</td>
<td>$1,355.20</td>
</tr>
<tr>
<td>Flir Surface mount back box CM-BKBX-31</td>
<td>16</td>
<td>$55.06</td>
<td>$880.88</td>
</tr>
<tr>
<td>Flir 4S box adapter CM-4S-31</td>
<td>6</td>
<td>$10.89</td>
<td>$65.34</td>
</tr>
<tr>
<td>Axis 360 camera M3058-PLVE</td>
<td>1</td>
<td>$724.87</td>
<td>$724.87</td>
</tr>
<tr>
<td>Axis 360 camera back box T94S01P</td>
<td>1</td>
<td>$101.60</td>
<td>$101.60</td>
</tr>
<tr>
<td>Parts Express Screw Terminal to RCA adapter 090-102</td>
<td>13</td>
<td>$1.65</td>
<td>$21.45</td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco SOLN SUPP 8X5XNBD Catalyst 9300 48-port PoE+, Network Adva CON-SSSNT-C93004PA</td>
<td>1</td>
<td>$0.00</td>
<td>$1,058.36</td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>1</td>
<td>$1,433.89</td>
<td>$1,433.89</td>
</tr>
<tr>
<td>Cisco Prime Infrastructure Lifecycle &amp; Assurance Term - Smart Lic PI-LFAS-T</td>
<td>1</td>
<td>$1,924.44</td>
<td>$1,924.44</td>
</tr>
<tr>
<td>WestPenn Microphone cable (1000 ft/rl) 25291B</td>
<td>8</td>
<td>$116.07</td>
<td>$928.58</td>
</tr>
<tr>
<td>Parts Express Screw Terminal to RCA adapter 090-102</td>
<td>13</td>
<td>$1.65</td>
<td>$21.45</td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td>1</td>
<td>$67.64</td>
<td>$67.64</td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY</td>
<td>25</td>
<td>$9.79</td>
<td>$244.75</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
</tbody>
</table>

**Total:** $24,176.00
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price 1</th>
<th>Price 2</th>
<th>Price 3</th>
<th>Price 4</th>
<th>Price 5</th>
<th>Price 6</th>
<th>Price 7</th>
<th>Price 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>1</td>
<td>$677.60</td>
<td>$2,032.80</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$585.37</td>
<td>$1,756.10</td>
<td></td>
</tr>
<tr>
<td>Axis 360 Camera M3058-PLVE</td>
<td>1</td>
<td>$724.87</td>
<td>$724.87</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$720.44</td>
<td>$720.44</td>
<td></td>
</tr>
<tr>
<td>Axis 360 Camera back box T94S01P</td>
<td>1</td>
<td>$101.60</td>
<td>$101.60</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$162.11</td>
<td>$162.11</td>
<td></td>
</tr>
<tr>
<td>Guardia Chatsworth Products Floor rack - 4 ft, 2 post 483-S3-120</td>
<td>1</td>
<td>$428.29</td>
<td>$428.29</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$540.33</td>
<td>$540.33</td>
<td></td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Cisco SOLN SUPP SW SUBC9300 DNA Advantage CON-SSTCM-C93A48</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$240.07</td>
<td>$240.07</td>
<td></td>
</tr>
<tr>
<td>Cisco Catalyst 9300 8 x 10GE Network Module C9300-NM-8X</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$63.04</td>
<td>$63.04</td>
<td></td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY</td>
<td>1</td>
<td>$67.64</td>
<td>$67.64</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$81.06</td>
<td>$81.06</td>
<td></td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E</td>
<td>1</td>
<td>$73.11</td>
<td>$73.11</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$72.04</td>
<td>$72.04</td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8-11 x 3&quot; stud 08001-002</td>
<td>1</td>
<td>$15.14</td>
<td>$15.14</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$54.04</td>
<td>$54.04</td>
<td></td>
</tr>
<tr>
<td>Chatsworth Products 5/8&quot; split lock washer 04003-001</td>
<td>1</td>
<td>$1.06</td>
<td>$1.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4.51</td>
<td>$4.51</td>
<td></td>
</tr>
<tr>
<td>DDN Expansion enclosure SS9012-SBOD</td>
<td>1</td>
<td>$11,301.40</td>
<td>$11,301.40</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,892.66</td>
<td>$1,892.66</td>
<td></td>
</tr>
<tr>
<td>DDN Support services - (premium) 1 years SUP-PROS-1</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$18,802.98</td>
<td>$37,605.96</td>
<td></td>
</tr>
<tr>
<td>APC smart-UPS SUA 3000 C2 120V - 3000 VA - 120V</td>
<td>1</td>
<td>$1,564.42</td>
<td>$1,564.42</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$315.20</td>
<td>$315.20</td>
<td></td>
</tr>
<tr>
<td>5U Internal 19&quot; Rack PDU G9011A-01-01</td>
<td>1</td>
<td>$1,260.00</td>
<td>$1,260.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$310.70</td>
<td>$310.70</td>
<td></td>
</tr>
<tr>
<td>Model</td>
<td>Description</td>
<td>Quantity</td>
<td>Price ($)</td>
<td>Unit Cost ($)</td>
<td>Total Cost ($)</td>
<td>Tax ($)</td>
<td>Subtotal ($)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>----------</td>
<td>-----------</td>
<td>--------------</td>
<td>---------------</td>
<td>---------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>Desktop cable lock CSP-810-S-1X-1G</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>Desktop cable lock CPPL48WBLY</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>Desktop cable lock D</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>Desktop cable lock WMPH2E</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>Desktop cable lock PWR-C1-1100WAC-U</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4</td>
<td>Desktop cable lock</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $0.00
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Manufacturer</th>
<th>Model/ID</th>
<th>Quantity</th>
<th>Price</th>
<th>Subtotal</th>
<th>Tax</th>
<th>Total</th>
<th>Discount</th>
<th>Subtotal</th>
<th>Tax</th>
<th>Total</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surge suppressor</td>
<td>ISOBAR12ULTRA</td>
<td>SRT3000XLA</td>
<td>1</td>
<td>$1,465.2</td>
<td>$1318.70</td>
<td>$126.50</td>
<td>$1445.20</td>
<td>$0</td>
<td>$1318.70</td>
<td>$126.50</td>
<td>$1445.20</td>
<td>$0</td>
</tr>
<tr>
<td>Fiber optic patch cords single mode LC-LC 3m</td>
<td>Allen Tel</td>
<td>GBLC2-D1-03</td>
<td>2</td>
<td>$8.80</td>
<td>$17.60</td>
<td></td>
<td>$17.60</td>
<td>$0</td>
<td>$17.60</td>
<td></td>
<td>$17.60</td>
<td>$0</td>
</tr>
<tr>
<td>Camera - QHD</td>
<td>Flir</td>
<td>CM-3304-11-I</td>
<td>7</td>
<td>$553.58</td>
<td>$5,675.07</td>
<td></td>
<td>$5,675</td>
<td>$0</td>
<td>$5,675</td>
<td></td>
<td>$5,675</td>
<td>$0</td>
</tr>
<tr>
<td>Surface mount back box</td>
<td>Flir</td>
<td>CM-BKBX-31</td>
<td>11</td>
<td>$55.06</td>
<td>$505.61</td>
<td></td>
<td>$505.61</td>
<td>$0</td>
<td>$505.61</td>
<td></td>
<td>$505.61</td>
<td>$0</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 48-port PoE+, Network Advantage</td>
<td>Cisco</td>
<td>C9300-48P-A</td>
<td>1</td>
<td>$7,639.98</td>
<td>$15,279.97</td>
<td></td>
<td>$15,279</td>
<td>$0</td>
<td>$15,279</td>
<td></td>
<td>$15,279</td>
<td>$0</td>
</tr>
<tr>
<td>Secondary Power Supply</td>
<td>Cisco</td>
<td>PWR-C1-1100WAC/2</td>
<td>2</td>
<td>$1,433.89</td>
<td>$2,867.79</td>
<td></td>
<td>$2,867.79</td>
<td>$0</td>
<td>$2,867.79</td>
<td></td>
<td>$2,867.79</td>
<td>$0</td>
</tr>
<tr>
<td>DNA Advantage, 48-Port Term Licenses</td>
<td>Cisco</td>
<td>C9300-DNA-A-48</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Prime Infrastructure Lifecycle &amp; Assurance Term - Smart Lic</td>
<td>Cisco</td>
<td>PI-LFAS-T</td>
<td>1</td>
<td>$326.32</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Prime Infrastructure Dev Lic for Lifecycle &amp; Assurance Term 3Y</td>
<td>Cisco</td>
<td>PI-LFAS-AP-T-3Y</td>
<td>1</td>
<td>$7,639.98</td>
<td>$15,279.97</td>
<td>$0</td>
<td>$15,279</td>
<td>$0</td>
<td>$15,279</td>
<td>$0</td>
<td>$15,279</td>
<td>$0</td>
</tr>
<tr>
<td>PI Dev Lic for Network Advantage Term 3Y</td>
<td>Cisco</td>
<td>PI-LFAS-NV3-T-3Y</td>
<td>2</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>APC UPS - 3KVA</td>
<td>APC</td>
<td>SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
<td></td>
<td>$3,344</td>
<td>$0</td>
<td>$3,344</td>
<td>$0</td>
<td>$3,344</td>
<td>$0</td>
</tr>
<tr>
<td>Fiber optic patch cords single mode LC-LC 3m</td>
<td>Panduit</td>
<td>WMPH2E</td>
<td>1</td>
<td>$73.11</td>
<td>$73.11</td>
<td></td>
<td>$73.11</td>
<td>$0</td>
<td>$73.11</td>
<td>$0</td>
<td>$73.11</td>
<td>$0</td>
</tr>
<tr>
<td>Camera - QHD</td>
<td>Axis</td>
<td>M3058-PLVE</td>
<td>0</td>
<td>$724.87</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>50CM Type 1 Stacking Cable</td>
<td>Cisco</td>
<td>STACK-T1-50CM</td>
<td>2</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Cisco PI Dev Lic for Network Advantage Term 3Y</td>
<td>Cisco</td>
<td>PI-LFAS-NV3-T-3Y</td>
<td>2</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal: $22,534.68
Tax: $3,875.03
Total: $26,409.71
Discount: $0
Subtotal: $26,409.71
Tax: $0
Total: $26,409.71
Discount: $0

Grand Total: $26,409.71
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISOBAR12ULTRA PDU1215</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Surge suppressor</td>
<td>1</td>
<td>$135.0</td>
<td>$135.0</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 8 x 10GE Network Module C9300-NM-8X</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco 10GBASE-LR SFP Module, Enterprise-Class</td>
<td>2</td>
<td>$1,568.69</td>
<td>$3,137.38</td>
</tr>
<tr>
<td>Panduit Cat 6 data jack CJ688TGBU 60</td>
<td>2</td>
<td>$10.33</td>
<td>$20.66</td>
</tr>
<tr>
<td>Panduit Wire manager WMPH2E 2</td>
<td>2</td>
<td>$73.11</td>
<td>$146.21</td>
</tr>
<tr>
<td>Tripplite Surge suppressor</td>
<td>1</td>
<td>$106.7</td>
<td>$106.7</td>
</tr>
<tr>
<td>Cisco SOLN SUPP SW SUBC9300 DNA Advantage CON-SSTCM-C93A48</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco 1100W AC Config 1 Secondary Power Supply PWR-C1-1100WAC/2</td>
<td>2</td>
<td>$1,433.89</td>
<td>$2,867.79</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY 2</td>
<td>2</td>
<td>$67.64</td>
<td>$135.28</td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY 60</td>
<td>2</td>
<td>$9.79</td>
<td>$19.58</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY 2</td>
<td>2</td>
<td>$67.64</td>
<td>$135.28</td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY 60</td>
<td>2</td>
<td>$9.79</td>
<td>$19.58</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY 2</td>
<td>2</td>
<td>$67.64</td>
<td>$135.28</td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY 60</td>
<td>2</td>
<td>$9.79</td>
<td>$19.58</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
<tr>
<td>Panduit patch panel CPPL48WBLY 2</td>
<td>2</td>
<td>$67.64</td>
<td>$135.28</td>
</tr>
<tr>
<td>Panduit patch cords UTPSP5BUY 60</td>
<td>2</td>
<td>$9.79</td>
<td>$19.58</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td>$3,343.98</td>
<td>$3,343.98</td>
</tr>
<tr>
<td>APC network card AP9641</td>
<td>1</td>
<td>$517.23</td>
<td>$517.23</td>
</tr>
</tbody>
</table>

**Total Rows:** 35

**Subtotal:** $13,688.36

**Shipping & Handling:** $2,817.10

**Total:** $16,505.46
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Item Code</th>
<th>Location</th>
<th>Price</th>
<th>Quantity</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surge suppressor</td>
<td>1</td>
<td></td>
<td>$135.00</td>
<td>8</td>
<td></td>
<td>$1,080.00</td>
</tr>
<tr>
<td>Flir Surface mount back box</td>
<td>CM-BKBX-31</td>
<td>Building B21 - Unit Z, 2nd Fl</td>
<td>$55.06</td>
<td>13</td>
<td></td>
<td>$716.28</td>
</tr>
<tr>
<td>Flir Gooseneck mount</td>
<td>CX-GSNK-G3</td>
<td></td>
<td>$332.75</td>
<td>11</td>
<td></td>
<td>$3,659.75</td>
</tr>
<tr>
<td>Axis audio interface</td>
<td></td>
<td></td>
<td>$135.00</td>
<td>8</td>
<td></td>
<td>$1,080.00</td>
</tr>
<tr>
<td>APC UPS SMT750C</td>
<td>1</td>
<td></td>
<td>$378.21</td>
<td>2</td>
<td></td>
<td>$756.42</td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 48-port PoE+</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 XE</td>
<td>16.12 UNIVERS</td>
<td></td>
<td>$0.00</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Cisco pluggable USB3.0 SSD storage</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 8 x 10GE Network Module</td>
<td>C9300-NM-8X</td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td></td>
<td>$3,343.98</td>
<td>1</td>
<td></td>
<td>$3,343.98</td>
</tr>
<tr>
<td>General Cable Plenum cat 6 cable (1000ft/rl)</td>
<td>7131900</td>
<td></td>
<td>$426.66</td>
<td>13</td>
<td></td>
<td>$5,546.54</td>
</tr>
<tr>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>8</td>
<td></td>
<td>$677.60</td>
<td>8</td>
<td></td>
<td>$5,420.80</td>
</tr>
<tr>
<td>Flir 4S box adapter</td>
<td>CM-4S-31</td>
<td></td>
<td>$10.89</td>
<td>3</td>
<td></td>
<td>$32.67</td>
</tr>
<tr>
<td>Flir Pendant Cap</td>
<td>CM-CAPX-31</td>
<td></td>
<td>$55.06</td>
<td>8</td>
<td></td>
<td>$440.44</td>
</tr>
<tr>
<td>Flir Gooseneck mount</td>
<td>CX-GSNK-G3</td>
<td></td>
<td>$332.75</td>
<td>11</td>
<td></td>
<td>$3,659.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter</td>
<td>CC-BKBX-31</td>
<td></td>
<td>$59.90</td>
<td>10</td>
<td></td>
<td>$598.95</td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>2</td>
<td></td>
<td>$336.38</td>
<td>2</td>
<td></td>
<td>$672.76</td>
</tr>
<tr>
<td>APC UPS SMT750C</td>
<td>1</td>
<td></td>
<td>$378.21</td>
<td>1</td>
<td></td>
<td>$378.21</td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 48-port PoE+</td>
<td>Network Advantage</td>
<td></td>
<td>$0.00</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 XE</td>
<td>16.12 UNIVERS</td>
<td></td>
<td>$0.00</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Cisco pluggable USB3.0 SSD storage</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 8 x 10GE Network Module</td>
<td>C9300-NM-8X</td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>APC UPS - 3KVA SRT3000RMXLA</td>
<td>1</td>
<td></td>
<td>$3,343.98</td>
<td>1</td>
<td></td>
<td>$3,343.98</td>
</tr>
<tr>
<td>General Cable Plenum cat 6 cable (1000ft/rl)</td>
<td>7131900</td>
<td></td>
<td>$426.66</td>
<td>13</td>
<td></td>
<td>$5,546.54</td>
</tr>
<tr>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>8</td>
<td></td>
<td>$677.60</td>
<td>8</td>
<td></td>
<td>$5,420.80</td>
</tr>
<tr>
<td>Flir 4S box adapter</td>
<td>CM-4S-31</td>
<td></td>
<td>$10.89</td>
<td>3</td>
<td></td>
<td>$32.67</td>
</tr>
<tr>
<td>Flir Pendant Cap</td>
<td>CM-CAPX-31</td>
<td></td>
<td>$55.06</td>
<td>8</td>
<td></td>
<td>$440.44</td>
</tr>
<tr>
<td>Flir Gooseneck mount</td>
<td>CX-GSNK-G3</td>
<td></td>
<td>$332.75</td>
<td>11</td>
<td></td>
<td>$3,659.75</td>
</tr>
<tr>
<td>Flir Corner camera adapter</td>
<td>CC-BKBX-31</td>
<td></td>
<td>$59.90</td>
<td>10</td>
<td></td>
<td>$598.95</td>
</tr>
<tr>
<td>Flir Monitor - 24&quot; USS-MON-FHD</td>
<td>2</td>
<td></td>
<td>$336.38</td>
<td>2</td>
<td></td>
<td>$672.76</td>
</tr>
<tr>
<td>APC UPS SMT750C</td>
<td>1</td>
<td></td>
<td>$378.21</td>
<td>1</td>
<td></td>
<td>$378.21</td>
</tr>
<tr>
<td>Cisco Data switch</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 48-port PoE+</td>
<td>Network Advantage</td>
<td></td>
<td>$0.00</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 XE</td>
<td>16.12 UNIVERS</td>
<td></td>
<td>$0.00</td>
<td>1</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Cisco pluggable USB3.0 SSD storage</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 8 x 10GE Network Module</td>
<td>C9300-NM-8X</td>
<td></td>
<td>$0.00</td>
<td>2</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
<td>Supplier</td>
<td>PO Number</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------</td>
<td>----------</td>
<td>------------</td>
<td>-------------</td>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>1</td>
<td>120V PD</td>
<td>1</td>
<td>$135.00</td>
<td>$1,350.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>ISOBAR12ULTRA</td>
<td>2</td>
<td>$270.10</td>
<td>$540.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SFP-10G-LR-S=</td>
<td>2</td>
<td>$135.00</td>
<td>$270.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Panduit Cat 6 data jack CJ688TGBU</td>
<td>60</td>
<td>$10.33</td>
<td>$619.74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Panduit Wire manager WMPH2E</td>
<td>2</td>
<td>$73.11</td>
<td>$146.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Panduit patch cords UTPSP5BUY</td>
<td>60</td>
<td>$9.79</td>
<td>$587.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Tripplit</td>
<td>2</td>
<td>$106.70</td>
<td>$213.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>DDN SFA OS Licenses for each set of 20 drives in SFA7990 LIC-SFA7990-OS20</td>
<td>7</td>
<td>$0.00</td>
<td>$630.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>DDN/Qlogic Fiber channel card QLE2562 I-239-2NFC8</td>
<td>3</td>
<td>$1,735.80</td>
<td>$5,207.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>DDN Support services - (premium) 3 years SUP-PROS-3</td>
<td>1</td>
<td>$68,542.22</td>
<td>$68,542.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>DDN LC-LC FC cable optical to storage, 5m CR-LC-LC-5</td>
<td>6</td>
<td>$37.40</td>
<td>$224.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>APC UPS Battery SRT192RMBP</td>
<td>1</td>
<td>$1,458.00</td>
<td>$1,458.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Remove, package, and store existing corner cameras</td>
<td>4</td>
<td>$6.60</td>
<td>$26.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Flir 4S box adapter CM-4S-31</td>
<td>0</td>
<td>$10.89</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Flir Wall mount arm CM-ARMX-G3</td>
<td>17</td>
<td>$55.66</td>
<td>$946.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Flir Corner camera CC-3103-01-I</td>
<td>0</td>
<td>$617.10</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Flir 360 camera CM-6212-H1-I</td>
<td>0</td>
<td>$1,650.00</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Flir Work Station USS-WKS-QM2-HPS</td>
<td>0</td>
<td>$2,098.14</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Veracity Ethernet extender - Power supply VPSU-57V-800</td>
<td>1</td>
<td>$820.00</td>
<td>$820.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>General Cable cat 6 cable (1000ft/rl) 7136100</td>
<td>17</td>
<td>$426.66</td>
<td>$7,253.17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Flir Camera - 4 K CM-3308-11-I</td>
<td>2</td>
<td>$677.60</td>
<td>$1,355.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Flir Pole mount bracket CX-POLE-G3</td>
<td>1</td>
<td>$55.66</td>
<td>$55.66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>2</td>
<td>$677.60</td>
<td>$1,355.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Flir Camera - 4K CM-3308-11-I</td>
<td>2</td>
<td>$677.60</td>
<td>$1,355.20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $18,155.09

**Subtotal:** $13,550.09

**Note:** The total amount includes all the items and their respective prices.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price 1</th>
<th>Unit Price 2</th>
<th>Unit Price 3</th>
<th>Unit Price 4</th>
<th>Unit Price 5</th>
<th>Unit Price 6</th>
<th>Unit Price 7</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet planer</td>
<td>2</td>
<td>$1,023.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,046.00</td>
</tr>
<tr>
<td>ISOBAR12ULTRA</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>PDU1215</td>
<td>4</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>40162-951</td>
<td>1</td>
<td>$303.18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$303.18</td>
</tr>
<tr>
<td>40159-001</td>
<td>12</td>
<td>$286.43</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,437.15</td>
</tr>
<tr>
<td>Surge suppressor</td>
<td>5</td>
<td>$677.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,388.00</td>
</tr>
<tr>
<td>Flir Pendant Cap CM-CAPX-31</td>
<td>5</td>
<td>$55.06</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$275.28</td>
</tr>
<tr>
<td>C9300-48P-A</td>
<td>1</td>
<td>$7,639.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,639.98</td>
</tr>
<tr>
<td>Cisco Catalyst 9300 48-port PoE+, Network Advantage</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>SSD-240G</td>
<td>1</td>
<td>$1,132.02</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,132.02</td>
</tr>
<tr>
<td>Cisco Prime Infrastructure Lifecycle &amp; Assurance Term - Smart Lic PI-LFAS-T</td>
<td>1</td>
<td>$1,924.44</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,924.44</td>
</tr>
<tr>
<td>Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>SFP-10G-LR-S=</td>
<td>2</td>
<td>$8.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$17.60</td>
</tr>
<tr>
<td>Allen Tel Fiber optic Patch cords single mode LC-LC 3m GBLC2-D1-03</td>
<td>2</td>
<td>$72.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$144.32</td>
</tr>
<tr>
<td>Flir Camera - QHD CM-3304-11-I</td>
<td>5</td>
<td>$553.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,767.88</td>
</tr>
<tr>
<td>Flir PTZ camera CP-6408-31-I</td>
<td>2</td>
<td>$3,918.59</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,837.17</td>
</tr>
<tr>
<td>Flir PTZ camera POE power injector CP-POE-4P-60W-US</td>
<td>2</td>
<td>$166.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$332.75</td>
</tr>
<tr>
<td>Flir Corner camera CC-3103-01-I</td>
<td>5</td>
<td>$617.10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,085.50</td>
</tr>
<tr>
<td>SanDisk MicroSDXC card - 128GB (PTZ and fixed cameras) SDSQUNC-128G-AN6MA</td>
<td>10</td>
<td>$28.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$289.74</td>
</tr>
<tr>
<td>Platinum Tools Cat 6 plug connectors (500/bag) 105004</td>
<td>1</td>
<td>$319.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$319.99</td>
</tr>
<tr>
<td>Allen Tel Fiber optic Patch cords single mode LC-LC 3m GBLC2-D1-03</td>
<td>2</td>
<td>$8.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$17.60</td>
</tr>
<tr>
<td>SanDisk MicroSDXC card - 64GB (corner mount cameras) SDSQUNC-064G-AN6IA</td>
<td>11</td>
<td>$28.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$318.67</td>
</tr>
</tbody>
</table>

Additional Costs: Clean-up, etc. (One Lot) Per 5.0, 10.0

TOTALS $2,730,180.79 $312,456.80 $659,711.67 $3,789,899.67

NOTE: As specified in the RFP, the contractor is required to deliver a complete and operational system. This list of materials is intended as a guide to bidder and is NOT TO BE CONSIDERED A COMPLETE LIST OF MATERIALS REQUIRED.

SANTA ROSE CAMPUS PLANNING AND DESIGN

TOTALS $2,730,180.79 $312,456.80 $659,711.67 $3,789,899.67

[**TOTALS**] $2,770,580.79 | $312,456.80 | $659,711.67 | $3,789,899.67
# BID TOTALS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials (Col. F)</td>
<td>$2,730,180.79</td>
</tr>
<tr>
<td>Materials Sales Tax (9.5%)</td>
<td>$259,367.18</td>
</tr>
<tr>
<td>Materials (Non taxable)</td>
<td>$312,456.80</td>
</tr>
<tr>
<td>Manufacturer Services</td>
<td>$659,711.67</td>
</tr>
<tr>
<td>Labor / Services (Col. H)</td>
<td>$3,789,956.67</td>
</tr>
<tr>
<td><strong>BID TOTAL</strong></td>
<td><strong>$7,751,616.11</strong></td>
</tr>
</tbody>
</table>

Project Ceiling (WO Amount)  $7,751,616.11
Less Prompt Payment Discount, If Applicable $0.00
Total for Bid Evaluation Purposes $7,751,616.11

**APPROVALS** (TO BE OBTAINED AT KICKOFF MEETING)

<table>
<thead>
<tr>
<th>Date</th>
<th>County Held</th>
<th>Project Sequenced</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-19-2022</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR ESTIMATE – Nidorf Juvenile Hall CCTV Project- fiber cable installation.

TOTAL ESTIMATED COST: $216,600

Scope of Work

This estimate is provided in response to your request to install of 12-fiber single-mode fiber cable from the Nidorf Juvenile Hall MCR to (23) campus locations. This estimate and scope of work is based conduit verification performed by the linecrew in June 2020.

Location: 16350 Filbert St, Sylmar, CA 91342.

ISD Construction:

- Provide labor and materials to install 12-strand single-mode fiber cables from the Administration MCR to 23 campus locations a Nidorf Juvenile Hall.
- Mount and terminate all fiber cables in rack-mount enclosures.
- Terminate all single-mode fiber strands on LC connectors.
- Estimated timeline to complete: 4 weeks

Estimated Cost: $ 216,600

Clarifications:

- All work to be conducted during normal business hours.
• Barricades or caution tape will be used as needed for employees and public safety.
• All work to be in accordance with State and local building codes.
• Work site to be clean and all debris removed by the end of each work day to maintain a safe work environment.
• The proposed cable placement is contingent on the integrity of the existing cable supporting structure.
• This estimate does not include the installation of conduit, relay racks or other cable supporting structure.

This estimate is valid for fiscal year 2020-2021 and may require revision due to changes in the scope of work, labor rates, materials, equipment rates, permitting fees, licensing, annual cost of living and escalation adjustments.

Please send your funded service request to ISDSRSsubmission@isd.lacounty.gov.

If you have any questions or need clarification, please do not hesitate to contact Mark Petty at (323) 267-2130.

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice!
### Exhibit 1 – Job Estimate Details

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber cables &amp; termination equip.</td>
<td></td>
<td></td>
<td>76,420</td>
</tr>
<tr>
<td><strong>TOTAL MATERIALS</strong></td>
<td></td>
<td></td>
<td>$76,420</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LABOR</th>
<th>HOURS/QTY</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber Cable Placement</td>
<td>480</td>
<td>147</td>
<td>70,560</td>
</tr>
<tr>
<td>Fiber Splice</td>
<td>40</td>
<td>147</td>
<td>5,880</td>
</tr>
<tr>
<td>Fiber Termination &amp; Test</td>
<td>320</td>
<td>147</td>
<td>47,040</td>
</tr>
<tr>
<td>Engineering</td>
<td>100</td>
<td>167</td>
<td>16,700</td>
</tr>
<tr>
<td><strong>TOTAL LABOR</strong></td>
<td></td>
<td></td>
<td>$140,180</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MISCELLANEOUS CHARGES</th>
<th>HOURS / QTY</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL MISCELLANEOUS</strong></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL** $216,600

---

**EPA version 2, last updated 02/22/2021**
REQUEST FOR ESTIMATE – ISD, ITS
ESTIMATE #8516-16, REVISION-5
BJN CCTV SYSTEM
TOTAL ESTIMATED COST: $5,495,000

This proposal is in response to your request for modifications to an estimate # 8516-16 revision 4, dated 6/8/21. Revision 5 estimate is based on an e-mail attachment request by Mr. Phil Lai of ISD/ITS Audio Visual and Security Section, dated 4/21/22. ISD Project Delivery Section reserves the right to reassess this estimate once project documents are established and modify scope and cost as required per the engineered project documents.

Location: 16350 Filbert Street, Sylmar, CA.

Scope of Work

Site Plan:

- Provide labor, material to remove and replace coax cable to 16 existing cameras along the perimeter wall and entrance gate with plant CAT6 cable.
- Provide labor, material to install 4” conduit from administration building MCR to the tunnel.
- Provide labor, material to install 4” conduit from the tunnel to pull box west of the movement control office.
- Provide labor, material to install 4” conduit from the tunnel to pull box # 1.
- Add (2)-4” conduits between movement control pull box #1 and the 3x5 pull box
between WX & YZ.
- Add 4” conduit from 3’x5’ pull box to dorm WX.
- Administration MCR – install 2 each 4” conduits between MCR and pull box #1.
- Provide labor material to install ¾” conduit, boxes, and pull string from new camera on the exterior corner of North perimeter wall and Filbert to building 6.
- Provide labor material to install ¾” conduit, boxes, and pull string from new camera on Yarnell Street entrance gate to building 16 equipment rack.

Parking Booth:
- Provide labor, material to install conduit, 2-gang weather proof box for 1 exterior camera and mount on the parking booth exterior.
- Provide labor, material to install 1 pull string to data switch in administration building MCR.
- Provide labor, material to install 1, 15’ light pole, conduit and 1 weather proof box for 1 exterior camera to parking booth.

Parking Structure:
- Provide labor to remove existing cable from 5 cameras and replace with CAT6 data cable,
- Provide labor, material to install 1, 120-v. 20-a. receptacle for equipment rack.
- Provide labor and material to install 1, 120-volt 20-amp circuit for the 20-amp duplex receptacle.
- Provide labor and material to install 1, 120-volt 30-amp L530 receptacle for equipment rack.
- Provide labor and material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
- Provide labor and material to install conduit and boxes for 5 cameras and 1 wireless link.

Building # 1:
- Provide labor to perform a 30-day load test in the electrical room.
- Provide labor and equipment to remove existing 30 KVA transformer.
- Provide labor, material to install a 45 KVA transformer.
- Provide labor, material to install a 120/208-volt electrical panel.
- Provide labor, material to install conduit, boxes for 3 interior cameras and 4 exterior cameras.
- Provide labor, material to install 1 each pull string to 6 cameras from the equipment rack.
- Provide labor, material to install conduit and box for the monitors in the key center and security guard station.
- Provide labor, material for 1 pull string to the monitors from equipment rack.
- Provide labor, material to install 3, 120-v. 20-a. receptacle for equipment rack.
• Provide labor, material to install 2, 120-volt duplex receptacle for the monitors.
• Provide labor and material to install 2, 120-volt 20-amp emergency circuits for 2, 20-amp duplex receptacles for the monitors.
• Provide labor and material to install 3, 120-volt 20-amp circuits for 3 20-amp duplex receptacles for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for the equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
• Provide labor, material to remove, replace cabling for 8 existing interior cameras and install CAT6 cabling for the cameras.
• Provide labor and material to install conduit and Cat 6 cable for 1 wireless link.

Building # 2:

• Provide labor, material to install conduit, boxes to each of the 32 interior cameras and 30 microphones.
• Provide labor to install 1 pull string to each of the 30 cameras from the equipment rack.
• Provide labor, material to install 1 pull string to each microphone.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for the equipment rack.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 3:

• Provide labor, material to install conduit and boxes for 43 interior camera and 42 microphones.
• Provide labor, material to install conduit and weather proof box for 1 exterior camera.
• Provide labor to install 1 pull string to each of the 44 cameras from the equipment rack.
• Provide labor, material to install 1 pull string to each microphone.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for the equipment rack.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the
L530 amp receptacle.

- Provide labor, material to install 2” conduit from telephone closet to pull box in the gym.

**Building # 4:**

- Provide labor, material to install conduit, boxes for 21 interior cameras, 2 exterior cameras and 20 microphones.
- Provide labor, material to install 1 pull string to each of the 23 cameras from the equipment rack.
- Provide labor, material to install 1 pull string to each microphone.
- Provide labor, material to install 1, 120-v. 20-a. receptacle for equipment rack.
- Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle.
- Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for the equipment rack in the telecommunications room.
- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

**Building # 5:**

- Provide labor, material to install conduit and boxes to 3 each of the interior cameras.
- Provide labor, material to install conduit and weather proof box for 1 exterior camera.
- Provide labor to install 1 pull string to each of the 4 cameras from the equipment rack.
- Provide labor, material to install 1, 120-v. 20-a. receptacle for equipment rack.
- Provide labor and material to install 1, 120-volt 20-amp circuit for the 20-amp duplex receptacle.
- Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

**Building # 6:**

- Provide labor, material to install conduit and boxes to each of the 20 interior cameras.
- Provide labor, material to install conduit and weather proof box for 3 exterior cameras.
- Provide labor, material to install conduit and boxes for 11 microphones for each lobby camera.
- Provide labor, material to install 1 pull string to each of the 23 cameras from the equipment rack.
• Provide labor, material to install 1 shielded pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor, material to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-v. 20-a. receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1 20-amp duplex receptacles for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

**Building # 7:**

• Provide labor, material to install conduit and boxes to each of the 20 interior cameras.
• Provide labor, material to install conduit and weather proof box for 1 exterior camera.
• Provide labor, material to install conduit and boxes for 11 microphones to each lobby camera.
• Provide labor, material to install 1 pull string to each of the 21 cameras from equipment rack.
• Provide labor, material to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor, material to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-v. 20-a. receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

**Building # 8:**

• Provide, labor, material to install conduit and boxes to each of the 20 interior cameras.
• Provide labor, material to install conduit and weather proof box for 3 exterior
• Provide labor, material to install conduit and boxes for 11 microphones to each lobby camera.
• Provide labor, material to install 1 CAT6 cable to each of the 23 cameras from equipment rack.
• Provide labor, material to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor, material to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 9:

• Provide labor, material to install conduit and boxes for each of the 20 interior cameras.
• Provide labor, material to install conduit and weather proof box for 1 exterior camera.
• Provide labor, material to install conduit and boxes for 11 microphones to each lobby camera.
• Provide labor, material to install 1 pull string to each of the 21 cameras from equipment rack.
• Provide labor, material to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install an HVAC split system for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120/208-volt 100-amp emergency sub-panel.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for the 20-amp duplex receptacle for the monitor.
• Provide labor, material to install 2, 120-volt duplex receptacle for the equipment rack.
• Provide labor, material to install 2, 120-volt 20-amp circuit for the 2, 20-amp duplex receptacles for equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for
equipment rack in the telecommunications room.

- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
- Provide labor, material to install 1, 208-volt 30-amp L630 receptacle for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 208-volt 30-amp circuit for the L630 amp receptacle.
- Provide labor, material to install 1, 208-volt 50-amp receptacle for equipment rack.
- Provide labor, material to install 1, 208-volt 50-amp emergency circuit for equipment rack.
- Provide labor, material to install a pole for 1 exterior camera.
- Provide labor, material to install conduit and weather proof box for 1 exterior camera. Install conduit to equipment rack.
- Provide labor to install 1 pull string to exterior camera from equipment rack.
- Add 1 ea. 208VAC-50A outlet and emergency circuit for equipment rack, hardwire to UPS.
- Add 1 ea. 208VAC-30A outlet and circuit for equipment rack.

Building # 10:

- Provide labor, material to install conduit and boxes to each of the 20 interior cameras.
- Provide labor, material to install conduit and weather proof box for 3 exterior cameras.
- Provide labor, material to install conduit and boxes for 11 microphones to each lobby camera.
- Provide labor, material to install 1 pull string to each of the 23 cameras from equipment rack.
- Provide labor to install 1 pull string to each microphone.
- Provide labor, material to install conduit and box for the monitor.
- Provide labor to install 1 pull string to the monitor from equipment rack.
- Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
- Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
- Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
- Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
- Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 11:
• Provide labor, material to install conduit and boxes to each of the 20 interior cameras.
• Provide labor, material to install conduit and weather proof box for 1 exterior camera.
• Provide labor, material to install conduit and boxes for 11 microphones to each lobby camera.
• Provide labor to install 1 pull string to each of the 21 cameras from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor to install 1, CAT6 cable to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor, material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 12:

• Provide labor, material to install conduit and boxes to each of the 39 cameras.
• Provide labor, material to remove 1 existing camera located in dining room.
• Provide labor, material to install conduit and boxes for 8 microphones.
• Provide labor to install 1 pull string to each of the 39 cameras from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
Building # 13:

- Provide labor, material to install conduit and boxes to each of the 40 interior cameras.
- Provide labor, material to install conduit and weather proof boxes for 3 exterior cameras.
- Provide labor to install 1 pull string to each of the 43 cameras from equipment rack.
- Provide labor, material to install conduit and box for 16 microphones.
- Provide labor to install 1 pull string to each microphone.
- Provide labor, material to install conduit and box for the monitor.
- Provide labor to install 1 pull string to the monitor from equipment rack.
- Provide labor, material to relocate existing bed as shown on drawing.
- Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
- Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
- Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
- Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
- Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 14:

- Provide labor, material to install conduit and boxes to each of the 24 interior cameras.
- Provide labor, material to install conduit and weather proof box for 2 exterior cameras.
- Provide labor, material to install conduit and boxes for 11 microphones for each lobby camera.
- Provide labor to install 1 pull string to each of the 26 cameras from equipment rack.
- Provide labor to install 1 pull string to each microphone.
- Provide labor, material to install conduit and box for the monitor.
- Provide labor to install pull string to the monitor from equipment rack.
- Provide labor, material to install an HVAC split system for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
- Provide labor, material to install 1, 120 volt 20-amp emergency circuit for the 20-amp duplex receptacle for the monitor.
- Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for
equipment rack in the telecommunications room.

- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
- Provide labor, material to install 1, 208-volt 30-amp L630 receptacle for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 208-volt 30-amp circuit for the L630 amp receptacle.
- Provide labor, material to install 1, 208-volt 50-amp receptacle for equipment rack, hard wire to UPS.
- Provide labor, material to install 1, 208-volt 50-amp emergency circuit for equipment rack.
- Add 1 ea. 120VAC-20A outlet and circuit for equipment rack.
- Add 1 ea. 208VAC-50A outlet and emergency circuit for equipment rack, hard wire to UPS.
- Add 1 ea. 208VAC-30A outlet and circuit for equipment rack.

**Building # 15:**

- Provide labor, material to install conduit and boxes to each of the 20 interior cameras.
- Provide labor, material to install conduit and weather proof box for 2 exterior cameras.
- Provide labor, material to install conduit and boxes for 11 microphones for each lobby camera.
- Provide labor to install 1 pull string to each of the 22 cameras from equipment rack.
- Provide labor to install 1 pull string to each microphone.
- Provide labor to install 1 pull string to the monitor from equipment rack.
- Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
- Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
- Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
- Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
- Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
- Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

**Building # 16:**

- Provide labor, material to install conduit and boxes to each of the 20 interior cameras.
- Provide labor, material to install conduit and weather proof box for 3 exterior cameras.
• Provide labor, material to install conduit and boxes for 11 microphones for each lobby camera.
• Provide labor, material to install 1 pull string to each of the 23 cameras from equipment rack.
• Provide labor, material to install 1 pull string to the monitor from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install an HVAC split system for equipment rack in the telecommunications room.
• Provide labor, material to install conduit and box for the monitor as shown.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for the 20-amp duplex receptacle for the monitor.
• Provide labor, material to install 1, 120-volt duplex receptacle for the equipment rack.
• Provide labor and material to install 1, 120-volt 20-amp circuit for the 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
• Provide labor, material to install 1, 208-volt 30-amp L630 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 208-volt 30-amp circuit for the L630 amp receptacle.
• Provide labor, material to install 1, 208-volt 50-amp receptacle for equipment rack, hard wire to UPS.
• Provide labor, material to install 1, 208-volt 50-amp emergency circuit for the equipment rack.
• Add 3 ea. 120VAC-20A outlet and circuits for equipment rack.
• Add 1 ea. 120VAC-30A L530 outlet and emergency circuit for equipment rack.

Building # 19:

• Provide labor, material to install conduit and boxes to each of the 18 interior cameras.
• Provide labor, material to install conduit and weather proof boxes for 5 exterior cameras.
• Provide labor, material to install conduit and box for 1 microphone in the boy’s admitting room.
• Provide labor, material to install conduit and box for 1 microphone in the girl’s admitting room.
• Provide labor, material to install 1 pull string to each of the 23 cameras from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor to install 1, pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor and material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 22:

• Provide labor, material to install conduit and boxes to each of the 9 interior cameras.
• Provide labor, material to install 1 pull string to each of the 9 cameras from equipment rack.
• Provide labor, material to install conduit and boxes for 2 microphones.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor, material to install 1 pull string to the monitor from equipment rack.
• Provide labor and material to install 1, 120-volt 20-amp receptacle for equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp circuit for 1, 20-amp duplex receptacle for the equipment rack.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # 23:

• Provide labor, material to install conduit and boxes for 7 interior camera and 6 microphones.
• Provide labor to install 1 pull string to 7 cameras from the data switch in the electrical room.
• Provide labor, material to install 1 pull string for each of the microphones.
• Provide labor, material to install 1, 120-volt 20-amp receptacle for equipment rack in the electrical room.
• Provide labor and material to install 1, 120-volt 20-amp circuit for the 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the electrical room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
• Provide labor, material to install 2" conduit and boxes from the telecommunications room to the electrical room. Install pull string in conduit.
• Provide labor, material to install ¾" conduit and boxes for 1 exterior camera in front of building 23 to the electrical room. Install pull string in conduit.
• Provide labor, material to install conduit and boxes for 3 exterior cameras in the basketball court areas to the building 23 electrical room. Install pull string in conduits.

Building # A-20 - 1st Floor:

• Provide labor, material to install conduit and boxes for 16 microphones.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and boxes for 14 interior cameras.
• Provide labor, material to install 1 pull string to each of the 14 cameras from equipment rack.
• Provide labor, material to install conduit and box for the monitor as shown on drawing.
• Provide labor to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for a 20-amp duplex receptacle for the monitor.
• Provide labor, material to install 2, 120-volt duplex receptacle for the equipment rack.
• Provide labor and material to install 2, 120-volt 20-amp-circuit for the 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.

Building # A-20 – 2nd Floor:

• Provide labor, material to install conduit and weather proof box for 3 exterior cameras.
• Provide labor, material to install conduit and boxes for 15 interior cameras.
• Provide labor, material to install conduit and boxes for 16 microphones.
• Provide labor to install 1 pull string to each of the 18 cameras from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor as shown on drawing.
• Provide labor to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for 1, 20-amp duplex receptacle for the monitor.
• Provide labor, material to install 1, 120-volt duplex receptacle for the equipment rack.
• Provide labor and material to install 3, 120-volt 20-amp circuit for the 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
• Provide labor, material to install 1, 208-volt 30-amp L630 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 208-volt 30-amp circuit for the L630 amp receptacle.
• Provide labor, material to install 1, 208-volt 50-amp receptacle for equipment rack, hard wire to UPS.
• Provide labor, material to install 1, 208-volt 50-amp emergency circuit for equipment rack.

Building # B-21 1st Floor:
• Provide labor, material to install conduit and box to 14 interior cameras.
• Provide labor, material to install conduit and boxes for 16 microphones.
• Provide labor to install 1 pull string to each camera from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor as shown on drawing.
• Provide labor, material to install pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit for a 20-amp duplex receptacle for the monitor.
• Provide labor, material to install 2, 120-volt duplex receptacle for the equipment rack.
• Provide labor and material to install 2, 120-volt 20-amp circuit for the 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the
L530 amp receptacle.
• Provide labor, material to install 4" conduit from the 3' X 5' pull box to the 1st floor MCR.

Building # B-21 - 2nd Floor:

• Provide labor, material to install conduit and weather proof boxes to each of the 2 exterior cameras.
• Provide labor, material to install conduit and boxes to each of the 15 interior cameras.
• Provide labor, material to install conduit and boxes for 16 microphones 8 in each lobby.
• Provide labor, material to install 1 pull string to each of the 17 cameras from equipment rack.
• Provide labor to install 1 pull string to each microphone.
• Provide labor, material to install conduit and box for the monitor.
• Provide labor, material to install 1 pull string to the monitor from equipment rack.
• Provide labor, material to install 1, 120-volt duplex receptacle for the monitor.
• Provide labor and material to install 1, 120-volt 20-amp emergency circuit to the 20-amp duplex receptacle for the monitor.
• Provide labor, material to install 3, 120-volt duplex receptacle for the equipment rack.
• Provide labor and material to install 3, 120-volt 20-amp circuit for the 20-amp duplex receptacle.
• Provide labor, material to install 1, 120-volt 30-amp L530 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 120-volt 30-amp emergency circuit for the L530 amp receptacle.
• Provide labor, material to install 1, 208-volt 30-amp L630 receptacle for equipment rack in the telecommunications room.
• Provide labor, material to install 1, 208-volt 30-amp circuit for the L630 amp receptacle.
• Provide labor, material to install 1, 208-volt 50-amp receptacle for equipment rack. Hard wire to UPS.
• Provide labor, material to install 1, 208-volt 50-amp emergency circuit for equipment rack.
• Provide labor, material to install 2 each 120VAC-30A L-530 receptacle and 2 each 120VAC-20A receptacle to building # B-21 2nd floor MCR room.
• Provide labor, material to install 2, 120-volt 30-amp emergency circuit for the L530 amp receptacles.
• Provide labor and material to install 2, 120-volt 20-amp circuit for the 20-amp duplex receptacles.
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site</td>
<td>$71,952</td>
</tr>
<tr>
<td>Parking Booth:</td>
<td>$(330)</td>
</tr>
<tr>
<td>Parking Structure: (no changes)</td>
<td>$16,200</td>
</tr>
<tr>
<td>Building # 1:</td>
<td>$10,750</td>
</tr>
<tr>
<td>Building # 2:</td>
<td>$(6,850)</td>
</tr>
<tr>
<td>Building # 3:</td>
<td>$5,849</td>
</tr>
<tr>
<td>Building # 4:</td>
<td>$83,503</td>
</tr>
<tr>
<td>Building # 5:</td>
<td>$8,070</td>
</tr>
<tr>
<td>Building # 6:</td>
<td>$16,788</td>
</tr>
<tr>
<td>Building # 7:</td>
<td>$17,228</td>
</tr>
<tr>
<td>Building # 8:</td>
<td>$17,228</td>
</tr>
<tr>
<td>Building # 9:</td>
<td>$27,707</td>
</tr>
<tr>
<td>Building # 10:</td>
<td>$6,107</td>
</tr>
<tr>
<td>Building # 11:</td>
<td>$(16,893)</td>
</tr>
<tr>
<td>Building # 12:</td>
<td>$24,984</td>
</tr>
<tr>
<td>Building # 13:</td>
<td>$54,370</td>
</tr>
<tr>
<td>Building # 14:</td>
<td>$38,954</td>
</tr>
<tr>
<td>Building # 15:</td>
<td>$32,554</td>
</tr>
<tr>
<td>Building # 16:</td>
<td>$36,921</td>
</tr>
<tr>
<td>Building # 19:</td>
<td>$14,940</td>
</tr>
<tr>
<td>Building # 22:</td>
<td>$3,446</td>
</tr>
<tr>
<td>Building # 23:</td>
<td>$65,770</td>
</tr>
<tr>
<td>Building # A-20 - 1st Floor:</td>
<td>$39,290</td>
</tr>
<tr>
<td>Building # A-20 – 2nd Floor:</td>
<td>$64,266</td>
</tr>
<tr>
<td>Building # B-21 1 1st Floor:</td>
<td>$25,762</td>
</tr>
<tr>
<td>Building # B-21 - 2nd Floor:</td>
<td>$75,384</td>
</tr>
<tr>
<td><strong>A. Construction Cost Estimate</strong></td>
<td><strong>$733,950</strong></td>
</tr>
<tr>
<td>A/E Fees</td>
<td>17%    $124,771</td>
</tr>
<tr>
<td>CA Fees</td>
<td>3%     $22,018</td>
</tr>
<tr>
<td>Plan Check</td>
<td>2%     $14,679</td>
</tr>
<tr>
<td>Permits</td>
<td>1%     $7,339</td>
</tr>
<tr>
<td>Hazmat Testing</td>
<td>Allow  $10,000</td>
</tr>
<tr>
<td>Inspections</td>
<td>3%     $22,018</td>
</tr>
<tr>
<td>ISD Crafts Support</td>
<td>Allow  $10,000</td>
</tr>
<tr>
<td><strong>B. Soft Costs</strong></td>
<td><strong>$210,827</strong></td>
</tr>
<tr>
<td>Project Contingency</td>
<td>20%    $188,955</td>
</tr>
<tr>
<td><strong>C. Project Contingency</strong></td>
<td><strong>$188,955</strong></td>
</tr>
<tr>
<td>ISD Indirect</td>
<td>32.06% $360,268</td>
</tr>
<tr>
<td><strong>D. ISD Indirect</strong></td>
<td><strong>$360,268</strong></td>
</tr>
<tr>
<td>Revision #5 (A+B+C+D)</td>
<td><strong>$1,494,000</strong></td>
</tr>
<tr>
<td><strong>Total Revision #4</strong></td>
<td><strong>$3,771,000</strong></td>
</tr>
<tr>
<td>Escalation Cost to revision #4</td>
<td>$230,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,495,000</strong></td>
</tr>
</tbody>
</table>
Clarifications:

- Site contact, to obtain cables and drawings is Phil Lai, he can be reached at (323) 267-3556.
- This revision exclude: hazmat, concrete vaults, trenching at building pads, Polyvinyl Chloride (PVC) Coated, Urethane Lined, Rigid Galvanized Steel (RGS) Conduit and cabling.
- Underground conduit shall be PVC Sch. 80 pipe.
- Above-ground conduits shall be rigid galvanized steel.
- All work to be done during regular working hours.
- Hazardous material remediation is included in this estimate.
- Architect, engineering, plan check, permits and fees are included in this estimate.
- Electrical conduit not to be smaller than ¾”.
- Where necessary electrical conduits to terminate in 18” X 18” X 6” pull box with 2” conduit from pull box to data rack.
- Use 4” square boxes for the cameras and 2 gang weather proof boxes for exterior cameras.
- Use 4” square boxes with single gang plaster rings for microphones.
- Where necessary install conduit, cables in conduit trenches and steam tunnel.
- This estimate includes ceiling and wall repair where necessary.
- ISD is not responsible for removal or installation of any furniture or equipment.
- ITS will provide electricians with all necessary cables, drawings for the cameras and microphones.
- All work to be in accordance with State and local building codes.
- All electrical installations to conform to the national electrical code and installed in a workmanlike manner.
- Provide barricades, or caution tape as needed for employees and public safety.
- Due to the nature of this facility all tools and material to be monitored at all times.
- Work sites to be clean and all debris removed by the end of each workday to maintain a safe work environment.
- Estimate includes 32.06% ISD indirect fee.
- Estimate includes 20% construction contingency fee.
- All work to be in accordance with state and local building codes.
- All trades must provide barricades and/or caution tapes as needed for public safety for the duration of the project for public safety.
• Project site must be cleaned by the end of each workday to maintain a safe work environment.

Because of the lack of complete plans and specifications, this estimate shall not be used as a bid. In the event that project bid documents are prepared, Project Delivery would like to reserve the right to attend bidder conferences and submit a bid at the same time as other contractors or vendors.

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice.

TD:rs

c:  BIS # 00630
    LACO # Y291
    Reza Salamat
Board Motions if Applicable

1. FISCAL YEAR 19-20 RECOMMENDED BUDGET
   Board Letter
Dear Supervisors:

FISCAL YEAR 2019-20 RECOMMENDED COUNTY BUDGET
(3-VOTES)

The Fiscal Year (FY) 2019-20 Recommended Budget marks the first step in our annual budget process and culminates with the Supplemental Budget scheduled for early October 2019.

This Recommended Budget reflects the County’s values and vision, along with its ambitious commitment to improving life for all County residents, especially the vulnerable and underserved. The projects and programs recommended for funding advance key priorities of the Board of Supervisors (Board), bringing to life a progressive agenda of fighting homelessness, promoting health and well-being, improving our justice system, championing the rights and needs of immigrants, creating better lives for children and families, and enriching communities through the arts, recreation and sustainability projects.

Notably, this Recommended Budget invests extensively in the mental health needs of our residents, including an expanded school safety program, enhanced efforts to address the needs of women leaving incarceration, an increase in the number of treatment beds and investment in diverting mentally ill inmates out of the criminal justice system.

Along with funding to promote affordable housing, rent stabilization, job creation and safer roads, the Recommended Budget also establishes the County’s new Department of Arts and Culture. It also invests in technology to modernize our voting systems in advance of the 2020 elections.

Although this Recommended Budget is ambitious, it is also realistic, reflecting this Board’s long-standing commitment to responsible, sustainable fiscal practices, including a multi-year effort to fully fund our Rainy Day Fund.

“To Enrich Lives Through Effective And Caring Service”
BUDGET OVERVIEW

The FY 2019-20 Recommended Budget total of $32.5 billion reflects a decrease of $299.4 million in total requirements when compared to the FY 2018-19 Final Adopted Budget. General County funds, comprised of the General Fund and Hospital Enterprise Funds, reflect a decrease of $55.0 million. Special Districts/Special Funds reflect a decrease of $244.5 million. The total number of budgeted positions will increase by 188, bringing the total to 111,993 budgeted positions.

<table>
<thead>
<tr>
<th>Fund Group ($ in Billions)</th>
<th>2018-19 Final Adopted Budget</th>
<th>2019-20 Recommended</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total General County</td>
<td>$25.699</td>
<td>$25.644</td>
<td>($0.055)</td>
<td>-0.2%</td>
</tr>
<tr>
<td>Special Districts/ Special Funds</td>
<td>7.100</td>
<td>6.856</td>
<td>(0.244)</td>
<td>-3.4%</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$32.799</strong></td>
<td><strong>$32.500</strong></td>
<td><strong>($0.299)</strong></td>
<td><strong>-0.9%</strong></td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>111,805</td>
<td>111,993</td>
<td>188</td>
<td>0.2%</td>
</tr>
</tbody>
</table>

*This decrease is primarily due to reductions in fund balances across all fund groups.

Economic Outlook

Since the Great Recession, the County has experienced slow and steady growth as the economy recovered and expanded. Based on a number of key indicators, we remain cautiously optimistic that growth will continue to be positive for the remainder of 2019 and into 2020. We have observed slowing rates of growth in recent years, which adhere to the natural progression of economic cycles. My office continues to carefully monitor economic indicators and will analyze their implications throughout the budget process.

My office, in consultation with the Assessor, is forecasting a 5.72 percent increase to the 2019 tax assessment roll. This forecast is preliminary, as the Assessor is scheduled to issue its official forecast in May 2019 and release the final roll in July 2019. We will continue to work with the Assessor to update assessed value projections. We are also forecasting a 2 percent increase in statewide sales tax growth.
RECOMMENDED BUDGET HIGHLIGHTS

Confronting Homelessness: Powering the movement with life-changing investments

- **Measure H**—The Recommended Budget reflects $424.0 million, an increase of $14.8 million, as Measure H moves into its third year. Since the passage of Measure H in March 2017, thousands of individuals and family members have already been helped through a major expansion of outreach, emergency shelter, rapid re-housing, permanent supportive housing and benefits advocacy. Between July 2017 through December 2018, more than 23,000 people entered crisis, bridge and interim housing and over 11,500 homeless families and individuals secured permanent housing.

- **Permanent Supportive Housing**—Adds $23.7 million for the Office of Diversion and Reentry to increase its supply of permanent supportive housing from 1,500 to 2,000 slots. This increase is funded by Diversion and Reentry and Pay-for-Success investors, bringing its FY 2019-20 budget for such housing to $68.8 million for justice-involved individuals with mental health needs.

- **General Relief (GR)**—Updates personal and family asset limits for GR program eligibility related to motor vehicles, liquid assets and personal property. This change is expected to allow 3,000 additional individuals to qualify for GR benefits with an estimated cost of $8.0 million.

Mental Health Rising: Investing in help, hope and stability

- **Increased Mental Health Inpatient Bed Capacity**—Provides $16.7 million to fund increased costs, 60 additional Institutions for Mental Disease beds, and approximately 14 additional State hospital beds.

- **Mental Health Services Act (MHSA) Spending**—Reflects $18.5 million for mental health services as part of the updated MHSA plan, and adds 181 positions primarily to assist clients requiring intensive mental health interventions. This funding will improve care for women diverted or released from incarceration, and to mitigate potential threats in school settings.

- **Mental Health Division**—Provides $1.0 million and 4 positions to the District Attorney’s office to address workload needs of their new Mental Health Division. The Division will seek opportunities to expand alternative sentencing and diversion to treatment and other services for mentally ill inmates in the criminal justice system.
• **Mental Evaluation Teams (MET)**—Adds $3.1 million to fully fund 33 highly effective multi-disciplinary MET teams, a triage desk and the Risk Assessment and Management Program (RAMP). RAMP personnel help to identify threats and address the needs of patients with serious mental illness who require intense case management.

• **Mental Health Program Support**—Adds $6.6 million and 55 positions, fully offset by Medi-Cal administrative revenue, primarily to meet new federal mandates and time frames for initiating, documenting, and certifying treatment authorization requests for patient admissions.

• **Lanterman Petris Short Conservatorship**—Adds $792,000 and 3 positions for the Public Defender’s Office and 1 position for the Department of Mental Health, partially offset with State 2011 Realignment revenue. This will expand resources dedicated to supporting Lanterman Petris Short conserved minors.

**Focus on Children, Families and the Elderly: Expanded services to enhance lives**

• **Resource Family Approval**—Adds $23.0 million in ongoing funding and 37 positions, fully offset by State and federal revenue, for the Resource Family Approval program mandated by the State. Funding will be used for new items and to finance positions previously added and financed with one-time funding. The program improves the way that foster and adoptive caregivers, as well as relative care providers, are assessed, approved and prepared to parent these vulnerable children.

• **Continuum of Care Reform (CCR)**—Adds $1.8 million and 12 positions, offset by Medi-Cal revenue, for the continued implementation of CCR. The program aims to give young people a chance to live in a family environment. For those who cannot make the transition to family-based placement, the program strengthens existing group homes, where youngsters can receive short-term, intensive treatment to help them make that transition.

• **Adoption Assistance Program (AAP) and Kinship Guardianship Assistance Program (KinGAP)**—Adds $22.0 million for projected AAP and KinGAP placement rate increases. The AAP helps prospective adoptive parents meet additional expenses of children, including those with special needs. KinGAP provides funding to children and transition-age youth who leave the juvenile court dependency system to live with a relative legal guardian. Placement rates are projected to increase due to the annual California Necessities Index increase.
• **LA Found**—Provides Year 2 funding of $517,000, partially offset with Family Caregiver Support Program revenue, to help return individuals suffering from dementia, Alzheimer’s disease, or autism who wander from their families and caregivers.

**The Affordability Crisis: Addressing the high cost of housing**

• **Affordable Housing**—Provides $35.0 million of new funding as part of the five-year plan to reach an annual allocation of $100.0 million for the development and preservation of affordable housing. The funding will support affordable housing for very low and extremely low-income or homeless households, as well as other support services such as rental assistance, rapid re-housing and move-in assistance.

• **Rent Stabilization Program**—Provides $1.8 million and 12 positions to the Department of Consumer and Business Affairs to support the County’s Interim Rent Stabilization Ordinance. The Ordinance imposes a moratorium on rent increases in excess of 3 percent per year commencing September 11, 2018, and prohibits evictions without just cause for rental properties in the unincorporated areas.

**Quality of Life: From arts to parks, a commitment to cultural equity**

• **Department of Arts and Culture**—Establishes the new Department of Arts and Culture and allocates $3.8 million and 32 positions, partially offset by $1.0 million previously set aside in the Provisional Financing Uses (PFU) budget unit. The Department transition will be completed by July 1, 2019.

• **Parks and Cultural Facilities**—Includes $74.7 million to maintain, construct, and refurbish various parks and cultural facilities, following voter-approval of the Safe, Clean Neighborhood Parks and Beaches Protection and Water Conservation Measure (Measure A) on November 8, 2016.

• **Community Impact Grants Program**—Allocates $750,000 to provide arts services to County residents.

**Jobs and Economic Development: Growing a more equitable economy**

• **Youth@Work Program**—Allocates $17.9 million to the Department of Workforce Development, Aging and Community Services for youth jobs. This funding will provide support for approximately 10,000 participants in FY 2019-20.
• **Economic Development**—Reflects $3.0 million of new funding for economic development programs to support a more equitable and sustainable economy through business growth and increases in private sector employment.

• **In-Home Supportive Services Program (IHSS)**—Adds $37.6 million in additional funding to support costs associated with wage increases and healthcare benefits for IHSS workers. In addition, the IHSS Maintenance of Effort (MOE) reflects a $10.7 million increase based upon State law that requires counties to adjust the MOE base amount by a 7 percent inflation factor in 2019-20.

**Justice System: Advancing oversight, accountability and innovation**

• **Probation Accountability Project**—Allocates 11 positions, fully offset with the deletion of existing vacancies, to address use of force standards and compliance, internal criminal investigations, performance management, population control and caseload management.

• **Probation Closed-Circuit Television (CCTV) Cameras**—Allocates $14.3 million for the purchase and installation of CCTV cameras at the Barry J. Nidorf Juvenile Hall and Dorothy Kirby Center.

• **Body-Worn Cameras**—Sets aside $19.4 million in the PFU budget unit for the potential implementation of body-worn cameras.

• **Portable Radios**—Adds $18.7 million, partially offset with contracted services revenue, for the replacement of portable radios at the Sheriff’s Department and District Attorney’s Office.

• **Integrated Correctional Health Services**—Sets aside $10.0 million in the PFU budget unit for the Department of Health Services to provide improved patient care to inmates.

• **Law Enforcement Assisted Diversion (LEAD) Expansion**—Adds $500,000 in funding from the Department of Justice, which will be leveraged with an additional $1.5 million in Proposition 47 funding, for the Office of Diversion and Reentry to expand the LEAD program to a site in Hollywood. The Hollywood LEAD program will provide support and services in lieu of arrest and prosecution for low-level drug and prostitution-related offenses to 100 homeless individuals with histories of engagement with the criminal justice system and opioid use.
• **Victims and Witness Assistance Program**—Adds $1.2 million and 12 positions, fully offset with federal revenue, to the District Attorney’s Office to expand victim services throughout the County. These services include crisis intervention, emergency assistance, counseling referrals, court escort and orientation, restitution assistance, returning of property, assistance with employers and case status notification. Victim services personnel work with prosecutors and are specially trained to help children, elders, people with disabilities, and victims of sexual assault, domestic violence and gang crime. Specialized language and multicultural assistance is also available.

**Other Key Board Initiatives: Investing in our communities**

• **Office of Immigrant Affairs**—Adds $371,000 and 2 positions to the Department of Consumer and Business Affairs for the expansion of the program to protect the rights and advance the well-being of all immigrants.

• **Voting Solutions for All People (VSAP)**—Sets aside $28.0 million in local funding to develop, manufacture and implement the VSAP system. VSAP will make its debut in the March 2020 election.

**Building a Better County: Enhancing assets and improving lives**

• **Capital Projects (CP)**—Allocates $1.0 billion for continued development, design, and construction of capital projects in support of Board-directed priorities. This investment will improve the County’s ability to serve the public and protect the County’s real estate portfolio. In addition, sustainability initiatives including solar energy and water conservation projects are being implemented in various County facilities. The CP Budget reflects a decrease of $128.4 million and the completion of 41 projects from the FY 2018-19 Final Adopted Budget.

• **Road Repairs and Safety Projects**—Provides a $52.8 million increase in Highway User Tax (gas tax) primarily due to the passage of the Road Repair and Accountability Act of 2017 (Senate Bill 1). These funds will be used for road maintenance, repair and safety projects throughout the County.

• **Environmental Stewardship**—Provides $78.6 million to further energy efficiency and water conservation through projects including the East LA Sustainable Median project, which is part of a countywide program to capture, divert and treat polluted stormwater runoff and comply with federal and State clean water regulations.
- **Enhancing Public Interaction with Cultural Institutions**—Enhances and expands access to the County’s unique cultural institutions. Refinements at the Music Center Plaza will improve access and amenities.

- **Seismic Safety**—Continues investments in projects to meet seismic standards identified in Senate Bill 1953. This includes the Harbor-UCLA Replacement project that will replace the acute care inpatient tower with a new hospital tower.

- **Reinvesting in County Facilities**—Provides $101.5 million for the rehabilitation of County facilities funded by the Extraordinary Maintenance Budget to support the goals of the Strategic Asset Management (SAM) Plan, primarily through the Facility Reinvestment program. This program aims to recommend and implement the highest-priority projects to sustain and/or rehabilitate County-owned facilities. The SAM system considers condition, attributes and functions of County-owned buildings to systematically prioritize the most critical deferred maintenance needs countywide. This allocation recommended in the FY 2019-20 Extraordinary Maintenance budget will:
  - Optimize the use of assets to their highest and best use;
  - Establish stronger connections between service priorities and asset decisions; and
  - Create an enterprise-wide understanding of asset needs and priorities.

**POTENTIAL STATE AND FEDERAL BUDGET IMPACTS**

Because a significant portion of the County budget is comprised of revenues received from the State and federal governments, we continue to monitor budget actions by those entities to determine the impact on the County budget.

**State Budget**

On January 10, 2019, Governor Gavin Newsom released his $209.1 billion FY 2019-20 Proposed Budget. The budget provides $144.2 billion in State General Fund (SGF) expenditures and $18.5 billion in reserves, including $15.3 billion for the Budget Stabilization Account, $2.3 billion for Special Funds for Economic Uncertainties and $900.0 million for the Safety Net Reserve.

The Governor’s FY 2019-20 Proposed Budget projects $142.6 billion in SGF revenue largely driven by higher projections for personal income tax and corporation tax revenues. However, the Administration cautions that while the State currently has a strong foundation, growing uncertainty related to the global political and economic climate, federal policies, rising costs and the length of the current economic expansion,
require that the State budget be prudent. The Administration assumes moderate growth over the forecast period but warns that even a moderate recession could result in significant revenue declines.

In addition, the Governor’s Proposed Budget reflects several items with new or increased statewide funding of interest to the County, including:

- $1.3 billion to increase long-term affordable housing;
- $1.2 billion for transportation and infrastructure;
- $700.0 million to increase the Safety Net Reserve Fund to $900.0 million;
- $500.0 million to build emergency shelters, navigation centers and supportive housing to address homelessness;
- $347.6 million to raise California Work Opportunity and Responsibility to Kids grant levels by 13.1 percent;
- $342.3 million to continue the restoration of the 7 percent reduction in IHSS service hours;
- $241.7 million to reduce the 2017 statewide IHSS MOE;
- $155.2 million in local debris removal cost savings;
- $100.0 million for the Whole Person Care Pilot program;
- $75.0 million for pretrial release pilot projects in eight to ten courts;
- $50.0 million to accelerate the Exide cleanup of approximately 700 additional properties;
- $50.0 million for the 2020 decennial census outreach efforts;
- $31.3 million to backfill wildfire-related property tax revenue losses for local governments; and
- $17.2 million to implement a new contract with the County for oversight of health care facilities.

The Legislature is currently conducting budget subcommittee hearings on the Governor’s Proposed Budget. However, most actions on the State budget will be held pending the release of the Governor’s May Budget Revision that will contain updated revenue estimates and budget allocations.
Federal Budget

On March 11, 2019, the President released an initial summary of his $4.7 trillion proposed budget for Federal Fiscal Year (FFY) 2020, followed by additional details on March 18, 2019. The budget includes changes to major mandatory spending programs of interest to the County that would result in $2.8 trillion in spending cuts over the next ten years. This includes $845.0 billion from Medicare, $1.5 trillion for Medicaid, $219.8 billion for the Supplemental Nutrition Assistance Program, $21.0 billion for the Temporary Assistance for Needy Families benefits and $1.6 billion for the Social Services Block Grant.

Additionally, the President’s Budget summary proposes to eliminate or significantly curtail funding for a number of discretionary programs through which the County receives funding. These proposed eliminations include the Community Development Block Grant ($3.3 billion), HOME Investment Partnerships program ($1.3 billion), Public Housing Capital Fund ($2.8 million), Choice Neighborhoods ($150.0 million), Senior Community Service Employment program ($400.0 million), Low Income Home Energy Assistance ($3.7 billion), and the Economic Development Administration ($265.0 million). It also proposes to reduce funding for programs such as the Public Housing Operating Fund, the State Homeland Security Grant program, and the Urban Area Security Initiative, among other programs.

Specific to the County, the President’s Budget proposes $13.1 million for operations and maintenance of the Los Angeles County Drainage Area (LACDA), $50,000 in new funding to initiate a LACDA disposition study, and $2.5 million for the Whittier Narrows Dam Safety program.

The President’s Budget generally serves as a messaging proposal that articulates the President’s recommendations and priorities on funding to Congress for the following fiscal year. The President’s proposal already has been met with opposition from Democrats as well as some Republicans. The President’s Budget proposal has little chance of adoption into law with a Democrat-controlled majority in the House.

Over the next couple of months, Congress will consider funding proposals and will be tasked with passing appropriation legislation to fund the federal government for FFY 2020 which begins on October 1, 2019.

SHORT- AND LONG-TERM BUDGET ISSUES

The County, like all governmental entities, must balance the demands for new services and unavoidable cost increases within the amount of new revenue estimates. Given the County’s limited authority to raise revenues, the Board has adhered to conservative budget practices, which helped the County weather the last recession without major
service reductions, layoffs or furloughs. As we begin this initial stage of the budget process, we once again are challenged by the demand for County services that far exceeds the available financing sources.

The County has taken steps to address long-term budget issues over the last few years. The Board approved a multi-year plan to prefund retiree healthcare benefits and since emerging from the Great Recession, we have also increased our Rainy Day Fund each year. In FY 2018-19 we supplemented the Rainy Day Fund by $46.8 million.

In addition, in accordance with County budget and fiscal policies, we are recommending that $32.5 million be set aside in Appropriation for Contingencies as a hedge against unforeseen fiscal issues throughout the year. We are also adding $5.0 million to the Extraordinary Maintenance budget unit to help address deferred maintenance needs throughout the County.

Looking forward, we recognize that many long-term budgetary issues will require significant investment by the County and may require a multi-year funding approach. Outlined below are some of the more significant budget issues:

- **Expiration of the Title IV-E Waiver**—Set to expire on September 30, 2019, the Waiver relaxes federal eligibility requirements for federal foster care funding and allows flexibility in the use of federal funding in the areas of prevention and after-care services. The expiration of the Waiver would result in the potential annual loss of $213.0 million to the County.

- **VSAP**—Over the next three years, we estimate that $72.3 million in funding will be needed to develop and implement the County’s voting system.

- **Rainy Day Fund**—To reach the prescribed level, the County has embarked on a multi-year plan to supplement this reserve by approximately $117.0 million over the next three years.

- **Information Technology Systems Replacement**—The unfunded cost to replace and modernize the County’s most critical information technology legacy systems is expected to exceed $350.0 million over the next five years.

- **Deferred Maintenance**—The Facility Reinvestment program is a $750.0 million five-year program to address deferred maintenance of existing County buildings and facilities. This is an initial plan to begin to address a much larger backlog of the highest priority deferred maintenance and building systems replacement projects, currently estimated at $2.6 billion based on completed building assessments.
• **Pensions**—In December 2016, the Los Angeles County Employees Retirement Association (LACERA) lowered the rate of return assumption used for the valuation of pension plan assets from 7.50 to 7.25 percent, and changed the mortality assumptions used to value plan liabilities. These changes, along with adjustments for prior-year investment performance, resulted in increased retirement contribution costs beginning in FY 2017-18 and continuing through FY 2019-20. As the California Public Employees' Retirement System and other local government retirement systems across the nation move to lower their rate of return assumptions to 7.00 percent, a similar adjustment of its assumed rate of return by LACERA would result in significant increases in the County’s retirement contribution costs over the next three years.

• **Other Postemployment Benefits (OPEB)**—The Recommended Budget adds $63.5 million in pre-funding contributions to the OPEB Trust Fund. This is the fifth year of a multi-year plan to fully fund the $2.2 billion annual required contribution (ARC). Based on current projections for the OPEB pre-funding plan, the OPEB ARC will be fully funded by Fiscal Year 2027-28.

• **Stormwater and Urban Runoff**—To address regulatory stormwater and urban runoff compliance in the unincorporated areas, we estimate that $511.3 million will be needed over the next five years. This amount may be partially offset with Measure W taxes (Safe Clean Water Parcel Tax).

**BUDGET TIMETABLE**

Below is the schedule for budget hearings and deliberations.

<table>
<thead>
<tr>
<th>Board Action</th>
<th>Approval Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt Recommended Budget; Order the Publication of the Necessary Notices; Distribute the Recommended Budget; and Schedule Public Hearings</td>
<td>April 16, 2019</td>
</tr>
<tr>
<td>Commence Public Budget Hearings</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Commence Final Budget Deliberations and Adopt Budget Upon Conclusion</td>
<td>June 24, 2019</td>
</tr>
</tbody>
</table>
Prior to deliberations on the FY 2019-20 Adopted Budget, we will file reports on:

- May 2019 revisions to the Governor’s Budget and updates on other 2019-20 State and federal budget legislation and the impact on the County’s Recommended Budget;
- Final revisions reflecting the latest estimates of requirements and available funds;
- Issues raised in public hearings or written testimony;
- Specific matters with potential fiscal impact; and
- Issues as instructed by the Board.

APPROVAL OF RECOMMENDED BUDGET

The matter before the Board is the adoption of the Recommended Budget.

- The documents must be available for consideration by the public at least ten days prior to the commencement of public budget hearings.
- Adjustments to the budget, including revisions to reflect the Board’s funding priorities and State and federal budget actions, can be made during budget deliberations, prior to adoption of the Budget.
- Pursuant to State law (the County Budget Act), the Board may make changes to the Recommended Budget with a simple majority (3 votes) until adoption of the Budget, if changes are based on the permanent record developed during public hearings (e.g., Recommended Budget, budget requests and all written and oral input by Supervisors, County staff and the public).
- Changes not based on the “permanent record” require 4/5 vote.
THE THEREFORE, IT IS RECOMMENDED THAT THE BOARD:

Order such revisions, additions, and changes to the Chief Executive Officer's budget recommendations as deemed necessary, and approve the revised figures as the Recommended Budget for 2019-20; order the publication of the necessary notices; and set May 15, 2019, as the date that public budget hearings will begin.

Respectfully submitted,

[Signature]
SACHI A. HAMAI
Chief Executive Officer
Additional Information/Relevant Correspondence (ie. Evaluation summary sheets, Board Notices, revenue or payment information) if Applicable

1. Project Info Sheet
IT UPGRADE-RELATED CONTRACT
PROBATION BARRY J. NIDORF JUVENILE HALL– CCTV UPGRADE
CAPITAL PROJECT NO. 87565
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

I. PROJECT SCHEDULE SUMMARY

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Scheduled Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Documents</td>
<td>November 2022</td>
</tr>
<tr>
<td>Jurisdictional Approval</td>
<td>N/A</td>
</tr>
<tr>
<td>Award TESMA Contract</td>
<td>May 2022</td>
</tr>
<tr>
<td>Award JOC Contract</td>
<td>August 2022</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>May 2024</td>
</tr>
<tr>
<td>Project Acceptance</td>
<td>August 2024</td>
</tr>
</tbody>
</table>

II. PROJECT BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Proposed Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>Construction (JOC)</td>
<td>$ 5,495,000</td>
</tr>
<tr>
<td>IT Procurement and Installation</td>
<td></td>
</tr>
<tr>
<td>TESMA TA65</td>
<td>$7,751,616</td>
</tr>
<tr>
<td>ISD-ITS Fiber Optic Installation</td>
<td>$216,600</td>
</tr>
<tr>
<td>Change Orders</td>
<td>$ 1,195,232</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$ 14,658,449</strong></td>
</tr>
<tr>
<td>Civic Art</td>
<td>N/A</td>
</tr>
<tr>
<td>County Services (ITS PM, Engineering &amp; AV tech)</td>
<td>$ 421,446</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 15,079,895</strong></td>
</tr>
</tbody>
</table>
May 16, 2022

To: Supervisor Holly J. Mitchell, Chair
   Supervisor Hilda L. Solis
   Supervisor Sheila Kuehl
   Supervisor Janice Hahn
   Supervisor Kathryn Barger

From: Lesley Blacher, Acting Executive Director
   Jail Closure Implementation Team

JAIL CLOSURE IMPLEMENTATION TEAM – SECOND QUARTERLY REPORT (ITEM NO. 27, AGENDA OF JUNE 22, 2021)

In response to the Board of Supervisors (Board) approved motion to create the Jail Closure Implementation Team (JCIT) to depopulate and close the Men's Central Jail (MCJ), the Chief Executive Office (CEO) first reported to your Board on July 14, 2021, outlining the efforts to create JCIT. On November 16, 2021, 60 days after becoming operational, JCIT filed its first status report, and on February 11, 2022, JCIT filed its first quarterly report. As directed by your Board, JCIT is submitting this second quarterly report to provide updates on the status of the directives from your June 22, 2021, motion.

On March 1, 2021, your Board adopted a motion to create the Justice, Care and Opportunities Department (JCOD), and directed JCIT’s jail depopulation efforts to continue within that structure. As JCOD develops and the plans for the department are finalized, JCIT will continue to provide quarterly updates.

The attached Supplemental Quarterly Report discusses JCIT’s current activities and planning processes (see Attachment I). A separate document outlines JCIT’s Priorities providing a high-level overview of the goals and strategies that will guide our work over the next several months, particularly as JCIT transitions to JCOD (see Attachment II). The last two attachments are communication materials discussing the current jail population and what is required to depopulate and eventually close MCJ (see Attachments III and IV). A few of the highlights from the quarterly report consist of the following:

"To Enrich Lives Through Effective And Caring Service"
Jail Population Reduction Strategies:

- JCIT is implementing a Custody Alternative Team (CAT) comprised of justice partners to target and recommend cases to the Court for release consisting of those detained on pretrial status, as well as post-sentenced individuals that could be better served and supervised in the community with the necessary services and supports.
- JCIT is committed to supporting the development and buildout of a robust system of care and exploring clinical referral pathways out of the jail to alternative settings, including both locked and community-based mental health care facilities that are clinically staffed to serve a broad continuum of mental health care needs.
- JCIT continues to work closely with the Gender Responsive Advisory Committee to enhance the quality of care and programing for those detained in jail and is in the process of procuring a consultant to conduct a population study of the Century Regional Detention Facility and the K6G units at MCJ to improve services and programming.

Reentry and Release Planning Through a Countywide System of Care Expansion:

- JCIT has committed two-years of Care First Community Investment funding to expand interim housing, substance use disorder (SUD), mental health services, and intensive case management services, resulting in 286 interim housing beds and supportive services and approximately 850 SUD encounters.

Administrative Infrastructure:

- JCIT will continue to support and direct legislative advocacy that impacts jail operations, depopulation, reentry planning and proposals consistent with the County’s “Care First, Jails Last” priorities.
- JCIT has developed, in coordination with CEO Communications, information materials discussing jail closure efforts that define the roles and responsibilities of the important entities necessary to facilitate jail closure.

JCIT will continue to work with the Board Offices, County departments, Board-established initiatives, and community stakeholders to advance the activities discussed in the Supplemental Quarterly Report and supporting materials.
The next status report will be provided in 90 days. Should you have any questions, please contact Lesley Blacher, Acting Director, Jail Closure Implementation Team at (213) 434-4270 or lblacher@ceo.lacounty.gov.

Attachments

c: Executive Office, Board of Supervisors
   County Counsel
   District Attorney
   Sheriff
   Alternate Public Defender
   Health Services
   Internal Services
   Mental Health
   Probation
   Public Defender
   Public Health
   Public Works
The Jail Closure Implementation Team (JCIT) submits the following additional information to supplement the second quarterly report to your Board of Supervisors (Board) and to provide specific details about recent jail depopulation efforts and JCIT’s Priorities, which outline the goals and strategies that will direct JCIT’s work during this interim phase before the Justice, Care and Opportunities Department (JCOD) is fully operational (see Attachment II).

Jail Population Reduction Strategies

The County's jail population has decreased by approximately 13 percent since JCIT began tracking custody data in September 2021. The population reduction can be largely attributed to reduced COVID-19 infections and the California Department of Corrections and Rehabilitation’s resuming regular intake of people sentenced to State prison. As previously reported, JCIT facilitated discussions with State representatives to obtain a commitment to resume transfers out of local custody. While there has been some decrease in the pretrial and partially sentenced populations, there has been a considerable increase in the number of parole revocations and people awaiting placement to a mental health hospital. JCIT is meeting with County partners to explore available options to quickly resolve parole revocations. Due to the concerning increase in the number of people awaiting placement in a mental health hospital and the State’s reported lack of available beds to support that population, it is becoming apparent that investment to support the local development of locked and secure mental health treatment facilities, as well as community-based mental health treatment, will be required to provide a continuum of mental health care necessary to support this population outside of the jail. JCIT will continue to monitor the jail population to better inform where to direct County efforts to achieve sustained population reductions.

<table>
<thead>
<tr>
<th>Category</th>
<th>9/15/2021</th>
<th>5/11/2022</th>
<th>Change</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRETRIAL INMATES (Sentence Status 1)</td>
<td>6,612</td>
<td>6,025</td>
<td>-587</td>
<td>-8.88%</td>
</tr>
<tr>
<td>PARTIALLY SENTENCED (Sentence Status 2)</td>
<td>3,102</td>
<td>2,879</td>
<td>-223</td>
<td>-7.19%</td>
</tr>
<tr>
<td>COUNTY SENTENCED INMATES (Sentence Status 3)</td>
<td>781</td>
<td>856</td>
<td>75</td>
<td>9.60%</td>
</tr>
<tr>
<td>N3 PARTIALLY SENTENCED (AB109)</td>
<td>68</td>
<td>75</td>
<td>7</td>
<td>10.29%</td>
</tr>
<tr>
<td>FULLY SENTENCED N3 (AB109)</td>
<td>757</td>
<td>870</td>
<td>113</td>
<td>14.93%</td>
</tr>
<tr>
<td>STATE PRISON INMATES (SP 1-4)</td>
<td>2,728</td>
<td>1,087</td>
<td>-1,641</td>
<td>-60.15%</td>
</tr>
<tr>
<td>PRCS REVOCATION 3455</td>
<td>272</td>
<td>344</td>
<td>72</td>
<td>26.47%</td>
</tr>
<tr>
<td>FLASH INCARCERATION 3454</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>100.00%</td>
</tr>
<tr>
<td>PAROLE REVOCATION 3000.08 FPC</td>
<td>144</td>
<td>197</td>
<td>53</td>
<td>36.81%</td>
</tr>
</tbody>
</table>

1 At any time during a period of parole a person subject to parole supervision where there is probable cause to believe that a parolee is violating any term or condition of their parole, the agent or officer may, without a warrant or other process and at any time until the final disposition of the case, arrest the person and bring them before the court or the court may issue a warrant for their arrest. See Penal Code § 3000.08.

2 The court has made a determination that a person is incompetent to stand trial and found that placement in a mental health hospital was appropriate.
Custody Alternatives Team

The population review panel, newly renamed the Custody Alternatives Team (CAT), is developing an additional pathway to advance jail population reduction opportunities. In addition to engagement with other jurisdictions, JCIT is working with the Chief Information Office (CIO), Sheriff, Probation, Public Defender, Alternate Public Defender, District Attorney, and Correctional Health Services (CHS) to facilitate discussions to identify categories of cases where the CAT can build consensus around recommendations to present to the Court and evaluating ways for the CAT to secure regular access to the necessary data from partner agencies to facilitate case reviews. Unlike other jurisdictions that have automated access to custody data, the current County process is manual and will require dedicated staff and resources from several sources to conduct the reviews. The next step is for the CAT to develop the criteria for cases that will be available for the team’s consideration. The CAT will need to ensure access to current custody data provided by all partner agencies, overlayed with mental health classifications to help identify any behavioral health needs and link to supportive services (substance use disorder (SUD), housing, and case management), will be available to begin case reviews by June 30, 2022.

Clinical Referral Pathways out of the Jail to Alternative Settings, including Locked and Secure Mental Health Facilities

JCIT is committed to support the development and buildout of a robust continuum of mental health care, SUD, case management services, and housing supports to care for the population diverted from jail, as well as those detained in jail that could be optimal candidates for release with the appropriate housing and supportive service provisions in place to address their needs. About half of the jail population has mental illness, and of those, roughly 80 percent have been diagnosed with a mild to moderate mental health impairment. Not all, but the majority of individuals designated with mild to moderate mental health needs do well in community-based settings. This component of the system of care to serve this segment of the mental health treatment continuum being diverted and released from jail should continue to expand.

A very different and uniquely challenging subset of those who present with mental illness, approximately 20 percent, are characterized as having significant to severe and debilitating mental illness. While mental health acuity levels are somewhat fluid and can fluctuate, this subset needs intense therapeutic care that is most appropriately delivered outside of a carceral setting and operated by clinicians and other medical personnel. The appropriate mental health care model and type of security employed at such a facility(ies) would have to be carefully explored to ensure that it is a therapeutic treatment environment aimed at promoting mental wellness and recovery when possible, and able to step-down individuals who can be maintained in lower levels of care as their mental...
health acuity levels stabilize and improve. The security implemented inside the facility(ies) would not be provided by law enforcement; further exploration of what the security model should look like requires a review of best practices and the most appropriate models implemented in similar facilities to advance clinical care and treatment modalities most conducive to deliver mental health care in a locked setting. This is a needed component in the continuum of mental health care, in which a range of services and treatment settings are available to address the needs and clinical diagnoses that define the mental health acuity levels of the P3\(^3\) and P4\(^4\) populations detained in the jails. There may be some exceptions across the continuum, but by and large, this segment of the mentally ill incarcerated population cannot be appropriately served in unlocked community settings.

The P3 and P4 population segment has continued to grow over the last several years and is currently close to 1,300. CHS has repeatedly indicated that it is very difficult to provide the needed clinical care and support to adequately address the population’s treatment and recreational needs in the jails. The JFA Institute’s report from October 2021 outlined the need for a dedicated mental health treatment facility to address this population and comply with the Department of Justice (DOJ) Consent Decree to better serve this segment of the acutely mentally ill population. Providing safe and secure clinical referral pathways out of the jail remains an important strategy to advance jail closure. It is becoming more apparent through conversations with CHS, Sheriff, and others involved in ensuring compliance with the DOJ Consent Decree that funding dedicated to developing a locked and secure mental health treatment facility(ies), as well as expanding community-based mental health treatment, is necessary to establish a continuum of care to appropriately support mentally ill people outside of custody.

**Quality Care and Jail Classification**

The County’s ability to provide quality care and appropriate classification for the population that remains in custody will require close collaboration among County partners. JCIT facilitated meetings with CHS and the Sheriff to determine the charge and classification of people that remain in custody. Since the makeup of the custody population constantly changes, JCIT will continue to work with CHS and the Sheriff to review and evaluate custody data to determine where to focus jail depopulation efforts to have the most impact.

---

\(^3\) Significant impairment includes persistent danger of hurting self in less acute care setting, recurrent violence due to mental illness, inability to maintain minimal personal hygiene; gross impairment in communication, and cannot safely or adequately be treated in a setting that requires independent control of behavior.

\(^4\) Severe debilitating symptoms includes meeting LPS 5150 criteria for danger to self, others or grave disability; medication refusal and moderate to severe symptomatology; imminent risk of self-harm or harm to others secondary to mental illness; impairment in ability to care for self poses health risk; ongoing refusal to engage in any form of treatment or intervention; serious medical illness refusing treatment secondary to untreated mental illness; severely disorganized thinking and behavior; and displays symptomology that would require inpatient treatment in a community setting.
JCIT has also continued to work closely with the CIO and Sheriff's Director of Gender Responsive Services to develop a statement of work, solicitation, and contract for a consultant to conduct a population study of the Century Regional Detention Facility and the K6G units at MCJ. The consultant will also assist JCIT with prioritizing recommendations from the Gender Responsive Advisory Committee's report, including how to address the conditions of people detained in jail and ways to improve programs and services for the custody population. The solicitation will be finalized by the next reporting period.

Reentry and Release Planning Through Countywide System of Care Expansion

Access to a comprehensive and coordinated network that will support the justice-impacted population offered as a pretrial alternative to incarceration or upon release from custody is a crucial component to safe and successful reentry to the community. Continued program development and investment in sustainable efforts that expand and enhance the County and community providers' capacity will create reliable options for the Court and justice partners to consider when making release determinations at any stage of a criminal proceeding. JCIT is collaborating with County and community partners to expand access to housing and services while ensuring public health and safety.

On October 5, 2021, through the Board’s adopted Supplemental Budget Recommendations, $42 million was included in the Fiscal Year 2021-2022 Care First Community Investment (CFCI) budget unit for the closure of MCJ and to divert people with mental health and SUD. Until future CFCI fiscal year allocations are established, JCIT has focused on committing two years of available funding to expand interim housing, SUD, mental health services, and intensive case management services administered through County departments' contract provider networks to augment the system of care necessary to eventually close MCJ.

Office of Diversion and Reentry-Maternal Health Program

JCIT continues its work with the Office of Diversion and Reentry (ODR) to expand their Maternal Health Program for pregnant women, which currently provides interim housing, employment, vocational training, rapid re-housing, and connection to intensive case management services. Beginning April 1, 2022, the ODR Maternal Health Program has a dedicated funding source to provide services to approximately 50 women over the next two years. This investment will provide more throughput for ODR's portfolio of housing services by assisting women who can step-down to interim housing, freeing up scarce permanent supportive housing resources. Program metrics will be routinely published to measure the program's success.

ODR-Interim Housing Portfolio Support and Expansion

JCIT committed CFCI funds to support 76 interim housing beds in the ODR housing portfolio that lacks a dedicated funding stream to sustain existing infrastructure and
prevents loss of any existing resources while ODR pursues dedicated long-term funding. With CFCI funds, JCIT has committed to expanding the available housing portfolio by increasing ODR's capacity to support the justice-impacted population by an additional 32 beds, for a total of 108 beds, over the next two years.

*Department of Public Health-Substance Abuse Prevention and Control-Community Treatment Program*

The Substance Abuse Prevention and Control (SAPC) community treatment program provides an array of SUD treatment services, ranging from outpatient, intensive outpatient, residential, withdrawal management, opioid treatment services, and recovery support services, as well as residential room and board in recovery bridge housing. Investment of CFCI funds will support 850 encounters* over the next two years.

*Department of Health Services' Housing for Health-Interim Beds*

The Department of Health Services' (DHS) Housing for Health Team has collaborated with JCIT to identify a location that will support 80 interim housing beds for two years. The program will link reentry clients that are transitioning from jail with interim housing, intensive case management services, benefits establishment, and other supportive services, including permanent supportive housing through the Los Angeles Homeless Services Authority's Coordinated Entry System, when appropriate.

*Department of Mental Health-Interim Housing and Services*

In collaboration with the Department of Mental Health (DMH), JCIT has committed CFCI funding to support the development of approximately 48 beds for the seriously mentally ill. Clinical services include individual and group behavioral health treatment, psychiatry, occupational therapy, family reunification, medication management, and recreational therapy. Case management and life skills services will assist with community re-entry, education/employment readiness, life skills management, interpersonal skills-building, benefits establishment, and linkage to permanent housing.

*JCIT Interim Housing/Service Development Summary*

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Number of Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHS ODR Maternal Health — Interim Housing and Services</td>
<td>50 beds</td>
</tr>
<tr>
<td>DHS ODR Reentry — Interim Housing and Services</td>
<td>108 beds</td>
</tr>
<tr>
<td>DHS — Housing for Health Interim Housing and Services</td>
<td>80 beds</td>
</tr>
<tr>
<td>DMH — Seriously Mentally Ill Interim Housing and Services</td>
<td>48 beds</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>286 beds</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Number of Encounters</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAPC — SUD Services and Recovery Bridge Housing</td>
<td>850 encounters</td>
</tr>
</tbody>
</table>

*Each service, in-person or telephonic visit, supportive housing, or action taken by DPH-SAPC or contract provider staff to support a person with SUD treatment and/or housing qualifies as an encounter.*
JCIT will continue to explore additional partnerships with County departments and community-based organizations to facilitate direct community investment that supports MCJ's closure. Successful jail depopulation will rely on ongoing collaboration and partnerships with the Court, justice partners, County departments, service providers, and community stakeholders.

**Administrative Infrastructure**

**Legislative Advocacy**

JCIT has continued to work with the CEO's Legislative Affairs and Intergovernmental Relations team to review, support, and direct legislative advocacy that impacts jail operations, depopulation, reentry planning, and proposals consistent with the County's "Care First, Jails Last" priorities.

**Communication Strategy**

JCIT has been working closely with communication consultants to ensure that jail depopulation strategies are easily accessible to your Board, County partners, and the public. JCIT has developed, in coordination with CEO Communications, information materials discussing jail closure efforts (see Attachments III-IV) that define the roles of all of the important entities involved in jail closure.

JCIT has continued to engage with County department leads and community-based organizations to focus on jail population reduction strategies. During this quarter JCIT met with representatives from various organizations, including the JFA Institute, MacArthur Safety and Justice Challenge, HealthRIGHT 360, Los Angeles Centers for Alcohol and Drug Abuse, Alhambra City Council, San Gabriel Valley Council of Governments, Essie Justice Group, American Civil Liberties Union, Dignity and Power Now, Justice LA, Amity Foundation, Anti-Recidivism Coalition, Homeboy Industries, and A New Way of Life. JCIT continues to prioritize feedback from County partners and community-based organizations in furtherance of the jail depopulation work. JCIT also made presentations at the April 14, 2022, Gender Responsive Advisory Committee and April 20, 2022, Jail Population Review Committee meetings to provide updates on JCIT efforts over the last few months.

**Transition to JCOD**

JCIT's Priorities (see Attachment II) are designed to reduce reliance on incarceration and identify opportunities to depopulate the County's jails that will facilitate MCJ's closure without building a new jail facility in LA County. The Priorities will continue to evolve and will be fully integrated with JCOD's goals and service delivery models as they are developed.
MISSION: County jails are filled with people struggling with homelessness, poverty, mental illness, and addiction. The justice system is ill-equipped to respond to these human conditions, resulting in far too many people cycling in and out of jail, with no benefit to public safety, instead of getting the support they need to lead healthy and productive lives. Guided by the “Care First, Jail Last” vision, the Jail Closure Implementation Team’s (JCIT) mission is to safely and methodically depopulate and close Men’s Central Jail (MCJ) by implementing a custody alternatives team, collaborating, and directing County partners on alternatives to incarceration, and expansion of community-based services while ensuring public health and safety.

BACKGROUND: There have been a multitude of planning documents over the last two decades for MCJ recommending closure demolition, and in earlier County planning phases, a replacement jail facility. The COVID-19 pandemic and justice reform brought sweeping changes that ushered in the “Care First, Jail Last” vision adopted by the Board of Supervisors following the foundational recommendations in launching this work drafted by the Alternatives to Incarceration (ATI) Workgroup – the precursor to the CEO’s ATI Initiative. The ATI Workgroup drew from a diverse array of community advocates, service providers, and County departments to develop five overarching strategies and over 100 recommendations. This work created a paradigm shift for the County and accelerated efforts to develop plans to close MCJ while expanding a Countywide system of care to serve those diverted or released from incarceration. In March 2021, a subsequent plan drafted by the Office of Diversion and Reentry (ODR) and the Sheriff’s Department proposed a compressed two-year timeline to depopulate and close MCJ, coupled with a significant expansion of the community-based system of care and infusion of funds to fulfill this objective. As this work has evolved, concerns have been raised that the Court and justice partners (District Attorney, Public Defender, Alternate Public Defender, and Sheriff), who ultimately administer remands and releases from jail custody, must play a pivotal role in any County decarceration plan.

In October 2021, a subsequent report produced by the JFA Institute examined the cost savings from the closure of MCJ driven by jail population reduction projections that will facilitate the closure of MCJ and maintain a reduced jail population without building jail replacement facilities. The report examined two scenarios: 1) close MCJ by implementing jail reduction strategies and without building any new jail facilities, in which the existing jail population will still be higher than the desired operational capacity resulting in structural overcrowding and; 2) close MCJ while implementing jail reduction strategies and rehabilitate or select a new jail facility to cascade existing jail populations, in addition to developing a new medical/mental health facility to serve the mental health population ineligible for release.

In response to a June 2021 motion adopted by the Board of Supervisors, JCIT was established to consult and consider the previous plans and recommendations, and to coordinate and direct the activities of the County departments, Board-created workgroups, and councils to accomplish the proposed depopulation and closure of the antiquated MCJ facility. JCIT intends to continue expanding the system of care without creating a replacement jail facility and will seek the Court and justice partners’ commitment to help execute jail population reduction strategies.
Concrete timelines surrounding jail closure are likely longer than two years and will be guided by implementing a consolidated set of strategies that build upon the prior work in this arena. Any resulting timeline established must factor in the participation of the Court and justice partners. JCIT can only successfully decarcerate the County jail system through ongoing collaboration and sustained partnerships with these entities. As the County progresses toward reducing its reliance on incarceration, JCIT will work in partnership with the Court, justice partners, County departments, service providers, and community stakeholders to identify legislative, budgetary, mental health, substance use disorder, health, and supportive housing to facilitate reduction of the jail’s population and to expand release opportunities supported by community-based systems of care. In addition, JCIT will be one of the entities housed in the new Justice, Care and Opportunities Department (JCOD). JCIT will work collaboratively with the ATI Initiative and other entities integrated into the new department to help implement justice reform, advance JCIT’s mandate to depopulate and close MCJ through expansion of the Countywide system of care, and increase bed capacity to treat and support those released and/or diverted from jail to help them successfully reintegrate into their community.

**FOCUS:** JCIT’s priorities consist of three major goals, of which, two are programmatic goals, align with the Sequential Intercept Model and ATI’s strategic framework, particularly intercepts 3-5 (jail custody and the court process, reentry transition, and supervision in the community). The preceding Sequential Intercepts, which focus on primary and secondary prevention and diversion from the criminal justice system, will be the focus of ATI, ODR, and other units within JCOD.

The last goal is an administrative infrastructure goal to support the first two programmatic goals. The goals are supported by underlying strategies and objectives to facilitate the advancement of the overall goals. Complicated or complex objectives that include multiple partners/stakeholders will require additional communication and planning to develop detailed work plans documenting these actions, along with the development of milestones and timelines for implementation. These priorities will continue to evolve and will be woven into a JCOD departmental strategic plan in the future. This is not an implementation plan, but rather a high-level overview of the strategies and objectives that will guide our work over the next several months, particularly as JCIT transitions into JCOD. These priorities will help to inform critical actions, milestones, and potential timelines to begin the phased work to depopulate the jail.

**GUIDING PRINCIPLES:** JCIT’s guiding principles seek to ensure that: 1) connections to services and transitions from jail back to the community should have a personal contact and warm hand-off to facilitate service linkage; 2) provide safe and appropriate alternatives to incarceration for those awaiting trial proceedings or those that have been sentenced, but could safely serve their remaining time in the community with a rich array of tailored supportive services and housing; 3) All programs track and report on designated metrics and include client feedback to determine impact of existing programs; and 4) all collected data and final reports are posted to a public-facing website.
JAIL COMPOSITION AND REDUCTION TARGETS: The jail census over the last few months has roughly hovered between 13,000-14,000. A breakdown of the current jail population as of May 11, 2022, consists of the following categories: 46% pretrial; 36% partially and fully sentenced; 8% state prison transfers; 5% state mental health hospital transfers; and 4% parole revocations/violations (Figure 1). The total jail census across all jail facilities reached 12,977.

As discussed in previous depopulation reports produced by ODR and the Sheriff and the JFA Institute, in order to close MCJ the jail census needs to be reduced by approximately 4,000-5,550 (based on the current census) to comply with the Board of State and Community Corrections mandated operating levels (lower range depopulation target). The JFA Institute Report advocated a higher range target will be necessary to enhance overall operational efficiency and to avoid overcrowding issues and jail violence throughout the jail facilities.

As provided by Correctional Health Services, about half of the individuals detained across the Los Angeles County jail system, approximately 6,421, have some form of mental illness ranging from mild to severe and debilitating mental illness. Mental health acuity levels are somewhat fluid and can fluctuate, so an individual with a mild mental health impairment that doesn’t prevent daily functioning can decompensate and require medication intervention and/or crisis stabilization to mitigate psychotic episodes. A subset, roughly 20% of the mental health population is characterized as having significant to severe and debilitating mental illness, with a third of the population presenting with mild mental health impairments, and the remaining half of the population requiring medication management and ongoing mental health treatment to manage their mental illness (Figure 2).

Over the last couple of years, bail reform efforts such as bail deviation and the emergency bail schedule (EBS) implemented as a public health response to the pandemic to reduce jail overcrowding and transmission of COVID-19 in jail facilities has resulted in the diversion and release of thousands of people charged with misdemeanors and low-level felonies.
Accordingly, the jail census significantly dropped during the first year of the pandemic and has remained low over the duration of the pandemic in comparison to the pre-pandemic jail census, which fluctuated between 15,000 and 17,000 in the five years preceding the pandemic¹.

The improvements capitalized on over the last several years to divert more misdemeanants and low-level offenders from the criminal justice system, in addition to a reduced flow of individuals coming into the jail during the peak of the pandemic in 2020, due to reduced crime rates, has resulted in a detained population that is largely incarcerated for committing more serious and violent offenses (Figure 3).

¹ "Los Angeles County Jail System by the Numbers." Los Angeles Almanac. 1998-2022. Los Angeles County Jail System by the Numbers (laalmanac.com)
From January 2021, the breakdown of the jail population by most serious current charge consists of the following:

- 62% violent felonies;
- 25% non-violent felonies;
- 4% felony drug;
- 3% misdemeanors; and
- 6% other

As previously discussed, the Court and justice partners are critical to jail decarceration efforts and must be committed partners in the process. No single entity or organization can achieve jail depopulation independently. The complexity of the current jail population, of which the majority are in custody for serious and/or violent offenses and roughly half struggle with mental illness, illustrates there is no quick fix or panacea to jail reduction. There needs to be care and thoughtful deliberation in executing jail release strategies that are balanced with public health and safety. There have been positive strides in jail decarceration over the last couple of years, as previously mentioned, bail deviation and EBS have accelerated the diversion and release of many charged with lower-level offenses, leaving a population that is much more challenging to address and will require significant investments to build a robust system of care that can manage the complex mental health needs of the jail population.

SEQUENTIAL INTERCEPTS:

All of JCIT’s goals, strategies, and objectives are aligned across Sequential Intercepts 3-5, focused on those detained in jail through community release and supervision. Portions of ATI and ODR are focused on the preceding intercepts, aimed at preempting those from contact with the criminal justice system and when that contact occurs and is practical, employing law enforcement diversion strategies. When criminal charges are filed and an individual is incarcerated, the consolidated list of goals and strategies outlined below are the focused interventions proposed to advance jail depopulation efforts. This is not an implementation plan, but rather a starting point from which to focus efforts to reduce the jail census. Implementation plans will be informed and developed as the work evolves.

---

GOAL I: Effective jail depopulation strategies, alternatives to incarceration, and carceral system improvements: Sequential Intercept 3

Strategy 1: Safely and appropriately through custody alternative teams target those detained on pretrial status in lieu of bail that can be better served in the community with targeted supportive services and supervision until their case is dispositioned, as well as post-sentenced individuals with minimal time remaining on their sentence that could be served and supervised in the community to complete their sentences and reintegrate more effectively back into returning communities with the necessary supports.

Objective I: Seek authority to develop parallel programs to evaluate and determine safe and appropriate pretrial and sentenced release options for those in custody that could be released to the community with oversight and supportive services provided by a community-based organization (CBO).

Objective II: Create a custody alternative team to evaluate and recommend safe and supportive release from custody for both the pretrial and sentenced populations.

Objective III: Work closely with the justice partners/ATI on bail reform and prioritize the use of a risk and needs assessment to screen eligible candidates.

Objective IV: Positively incentivize attendance at court hearings (i.e., text reminders, linkages to CBOs to help provide service supports and advocacy) for those released either on pretrial or sentenced statuses.

Objective V: Explore the use of video arraignment in the jail, particularly for the pretrial population to maximize jail diversion.

Objective VI: Fund, monitor, and report on successful release programs.

Objective VII: Support the implementation of a consolidated pretrial services agency in Los Angeles County.

Strategy 2: Support safe and appropriate clinical referral pathways out of the jail to alternative settings, including locked and secure mental health facilities, that are clinically staffed and better equipped to serve the seriously mentally ill population in therapeutic non-carceral settings.

Objective I: Collaborate with the County’s health departments and CBOs to fund housing and supportive services to support the seriously mentally ill in non-carceral settings through the development of more locked mental health facilities, as well as creating more project-based housing sites with onsite mental health and service linkage to serve lower-acuity mental health populations leaving the jail.

Strategy 3: Provide quality care and appropriate classification for those remaining in custody via jail operations.

Objective I: Collaborate closely with the Sheriff, Correctional Health Services (CHS), and the Gender Responsive Advisory Committee (GRAC) to improve programs and services for cisgender-women and LGBTQ+ populations housed at Century Regional Detention Facility and in the K-6G units at MCJ.

Objective II: Partner with the Sheriff and CHS to identify a classification tool that mitigates gender and racially biased classification results in carceral settings.
Objective III: Monitor and assist where needed in the County’s compliance with the provisions of the Department of Justice Consent Decree and apply best practices and lessons learned to improve conditions in the jail and relieve overcrowding.

Goal II: Reentry planning and release to a countywide system of care to facilitate successful community reintegration: Sequential Intercepts 4-5

Strategy 1: Provide sufficient and adequate housing alternatives for reentry populations.

Objective I: Coordinate with the Homeless Initiative, Los Angeles Housing Services Authority (LAHSA), and ATI to prioritize shelter-based care and interim housing placements for those leaving jail via pretrial or post-sentence custody alternative teams.

Objective II: Collaborate with ATI, the Chief Executive Office’s Real Estate and Asset Management Division, County departments, and community partners to identify and map County decommissioned buildings and large plots of land where interim housing sites and large-scale clinical care settings could be sited, developed, and procured to build a robust clinical system of care that can address an array of mild to severe mental health and supportive housing needs.

Strategy 2: Promote efficient utilization of housing resources by exploring the development of a coordinated entry system and utilization management.

Objective I: Review classification systems/levels of care that align with CHS’ assessments to inform appropriate housing placements and levels of care for those leaving jail.

Objective II: Explore the development of a coordinated entry system for clients transitioning from jail or state prisons back into the community that includes service hubs to assess, screen, and link clients to clinical care and supportive housing services.

Objective III: Develop utilization management review criteria for clients who can transition to a lower level of clinical care and supportive housing.

GOAL III: Administrative Infrastructure to support Goals 1-2

Strategy 1: Support Care-First, Jails Last initiatives through legislative advocacy/tracking.

Objective I: Support and direct legislative advocacy related to jail operations, depopulation, and reentry planning, including advocacy for housing as part of Medi-Cal benefit, pursuing exemptions to the Institutes for Mental Disease (IMD) exclusion rule, and exploring other legislative proposals to advance Care-First, Jails Last programming.
Strategy 2: Monitor the impact of the collective strategies and provide transparency and accountability.

**Objective I:** Track and monitor the jail population categories: state prison; state hospital; parole revocation/violation; partially and fully sentenced; and pretrial to address system bottlenecks/issues and facilitate transfers to state facilities.

**Objective II:** In coordination with ATI and the Chief Information Office, develop a public-facing dashboard depicting data trends and utilization of resources inclusive of geo-mapping of pretrial and post-sentence reentry releases and associated service linkage.

**Objective III:** Engage targeted County departments responsible for client service delivery to develop data tracking and performance management goals that address the justice-impacted/incarcerated populations.

Strategy 3: Maximize revenue for justice populations.

**Objective I:** Leverage federal, state, and local funding streams.

**Objective II:** Support the County's health departments to access and leverage the California Advancing and Innovating Medi-Cal (CalAIM) revenue stream and support Reentry State Workgroup efforts to ensure that the Department of Public Social Services, CHS, managed care health plans, and service providers facilitate automated Medi-Cal reinstatement for individuals leaving jail in accordance with Enhanced Care Management (ECM) under CalAIM.
What has been done to date in support of closing Men's Central Jail?

Successful closure of Men's Central Jail (MCJ) will require a reduction of the jail population to 7,160 to 8,900 people or a decrease of roughly 30-45% from current levels.

Since early 2020, the population has been reduced by approximately 4,000 people, driven by priorities that the Jail Closure Implementation Team (JCIT) is continuing to support, including:

- The issuance of citations instead of detention for misdemeanor, non-violent and non-serious charges
- Aggressive pretrial release of individuals who were primarily charged with non-violent felonies
- Increased access to diversion programs

Who remains detained in jail?

Roughly 62% of those who now remain jailed are charged with or sentenced for committing serious or violent felonies. The number charged with felony drug or misdemeanor offenses is each less than 5%. It is estimated that half of the jail population has a mental health need, with 20% diagnosed with a serious mental illness. Approximately 5% of the custody population is awaiting placement to a mental health facility.

While approximately 45% of the jail population is being held prior to trial, most of these individuals are charged with serious and violent felonies. The Court is unlikely to release these individuals into the community, particularly those in need of mental health treatment that pose a grave danger to themselves or others. Other individuals may be incarcerated based on holds from other jurisdictions or due to multiple charges, complicating the potential for release.

The majority of those detained are men; women comprise roughly 10% of the jail census. Roughly 54% are Hispanic, 29% are Black, 13% are white and the remaining 4% identify with other racial and ethnic designations.

What efforts can be made to further reduce the jail population?

JCIT has identified several methods to reduce the jail population, including:

- Creation and implementation of a Custody Alternatives Team to recommend release, when appropriate
- Expedited court case processing to reduce the length of stays
- Consolidation and expansion of available pretrial services
- Acceleration of transfers to state hospitals and state prisons
- An increase in the number of available secure local mental health facilities
However, the Board of Supervisors and the CEO do not have authority over the Court or other entities that can directly influence jail release or other court processes. The options above will take time as they depend upon building a track record of success and establishing partnerships among the Court, justice partners (e.g., District Attorney, Public Defender, Alternate Public Defender and Sheriff), community-based organizations, and County programs available to support people outside of custody.

**What are the limits to pretrial release?**

Decreasing the jail population by 45% is roughly equivalent to the release of 100% of the individuals currently being held pretrial. While the Court is ultimately responsible for making release decisions, it is unlikely to release large numbers of individuals held on serious or violent felony charges—which includes the majority of people currently held in the County jail system—without significant investment and expansion of the infrastructure available to support a person if released.

The County can provide options to support Court release from custody by offering diversion programming and establishing a Custody Alternatives Team (CAT). A CAT would allow justice partners to build consensus around cases to present to the Court for release consideration.

Based on reasonable case review workloads, and the probability of release, the County could expect the release of 40-120 individuals per year through a CAT, though this number could increase with dedicated staff and additional resources. This represents incremental gains against the goal of reducing the jail population by roughly 4,100-5,840 people in total.

**What else can be done to expedite MCJ closure?**

Additional progress could be made by expediting court processing, reducing court continuances, and swiftly dispositioning backlogged cases. The 2021 JFA Institute report estimated this could result in a reduction of about 2,000 jail beds. This work is outside the County’s control and relies on the Court.

Rapid transfers to both state prisons and state hospitals are critical to maintaining a lower population. State prison transfers have resumed, while the number of people awaiting transfer to state hospitals has grown by more than half since September 2021. Currently, nearly 700 individuals await state hospital transfer.

---

1 5-15 cases per week based on other jurisdictions' experience

2 15% based on the rates achieved in the Rapid Diversion Program from 2019-2021
What is the alternative to incarceration for those with serious mental health issues?

About 20% of the jail population has significant to severely debilitating mental health needs that would require treatment in secure mental health facilities if they were to qualify for release.

To fund these beds, the County will need to rely on Medi-Cal funding that cannot be used for facilities with more than 16 beds without receiving the appropriate waiver. Absent a change to federal Medicaid regulations (which would require an act of Congress) or support to build a locked, County-operated mental health treatment facility, it is estimated that between 80-100 such small facilities would need to be built to accommodate this population. Based on the County's experience in other similar projects, securing locations to establish such facilities could be sensitive and require significant time, community and stakeholder engagement and education, as well as financial investment.

What can the County do to close Men's Central Jail as quickly as possible?

To fulfill the County's goal of safely depopulating and closing MCJ as soon as possible, it will be necessary to:

- Continue facilitation of state prison and state hospital transfers
- Work with the Court and justice partners to persuade them to expedite criminal case processing
- Implement a CAT to build consensus around recommendations for release
- Build locked and secured mental health treatment facilities run by clinicians
- Lobby to have the Medicaid Institutions for Mental Disease exclusion waived
- Facilitate transfers between existing County jail facilities with suitable vacant space
- Continue development of a consolidated pretrial services agency to increase access to available reentry services, including expansion of pre-plea and rapid diversion programs and increased workforce development support

As the County continues to make progress in the efforts identified above, a more reasonable and accurate timeline to safely accomplish MCJ closure will develop.
Closing Men's Central Jail

Closing Men's Central Jail (MCJ) requires multiple actions at multiple levels of government. LA County does not have the unilateral authority to reduce the jail population by releasing or transferring people who are incarcerated; court and justice partners decide who is remanded to custody as well as who is released. Close cross-sector collaboration among the County, the State and the Court is underway and will be essential to achieving our goal.

Preparing for Closure: Four Key Steps

1. Expedite Transfers to State Prisons and State Mental Health Hospitals
   - Responsible: State
   - What infrastructure and mental health supports can be developed for people diagnosed with serious mental illness and/or charged with serious and violent offenses who must remain in custody?
   - Locked and secure mental health treatment facilities run by clinicians

2. Build Extensive Network of Treatment Beds for Population with Mental Health Needs (Continuum of Treatment from Secure Mental Health Facilities to Community-Based Treatment)
   - Responsible: LA County, Communities
   - How can the County better support people diagnosed with mild to moderate mental health and substance use disorders?
   - Continue expansion of community-based mental health treatment sites

3. Expedite Court Case Processing
   - Responsible: Courts and Justice Partners

4. Create Pretrial Release Agency to Govern and Coordinate All Programs
   - Responsible: LA County

Closing Men's Central Jail depends on first reducing the overall jail population by up to 45%. Once the target population of approximately 7,160 people is reached systemwide, those in Men's Central Jail could be moved to existing facilities.
Background

June 22, 2021: the Board of Supervisors approved a motion to create the Jail Closure Implementation Team (JCIT)

September 15, 2021: JCIT was established

Our Mission

Guided by the “Care First, Jail Last” vision, JCIT’s mission is to safely depopulate and close Men’s Central Jail without a replacement.

Our work requires categorizing the needs of the existing jail population, designing referral pathways for each category of need and contracting for resources to meet those needs OUTSIDE of a jail cell—in cooperation with multiple partners.
JCIT Priorities

Establish a broad continuum of care infrastructure that can meet the needs of the justice-impacted population and incorporate public safety.

Goal 1: Effective jail depopulation strategies & alternatives to incarceration: Sequential Intercept 3

Goal 2: Reentry planning & release to a countywide system of care to facilitate successful community reintegration: Sequential Intercepts 4-5

Administrative infrastructure to support Goals 1 and 2
SPECIFIC STRATEGIES IN SUPPORT OF GOAL 1

Effective jail depopulation strategies, alternatives to incarceration, and carceral system improvements

- Strategy 1: Establish a Custody Alternatives Team to identify people detained on pretrial status, as well as post-sentence individuals, that could be better served in the community with the necessary supports.

- Strategy 2: Support safe and appropriate clinical referral pathways out of the jail to alternative settings, including secure mental health care facilities run by clinicians.

- Strategy 3: Provide quality care and appropriate classification for those remaining in jail custody.
SPECIFIC STRATEGIES IN SUPPORT OF GOAL 2

Reentry planning & release to a countywide system of care to facilitate successful community reintegration, avoid cycle of harm, and reduce the risk of recidivism

- Strategy 1: Provide sufficient and adequate housing alternatives for reentry populations
- Strategy 2: Promote efficient utilization of housing resources by exploring the development of a coordinated entry system and utilization management
SPECIFIC STRATEGIES IN SUPPORT OF GOAL 3

Administrative Infrastructure to support Goals 1-2

- Strategy 1: Support Care-First, Jails Last initiatives through legislative advocacy/tracking.
- Strategy 2: Monitor the impact of the collective strategies and provide transparency and accountability.
- Strategy 3: Maximize revenue for justice populations.
Since September 15, 2021, there has been an 12% decrease in the overall jail population. This is primarily due to over 6,000 inmates being transferred to state prison.

The population awaiting transfer to a mental health hospital has increased by almost 50% since September 2021. The increase is attributed to limited capacity within the State mental health hospital system.

<table>
<thead>
<tr>
<th>Category</th>
<th>9/15/2021</th>
<th>6/6/2022</th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRETRIAL INMATES (Sentence Status 1)</td>
<td>6,612</td>
<td>6,081</td>
<td>-531</td>
<td>-8.03%</td>
</tr>
<tr>
<td>PARTIALLY SENTENCED (Sentence Status 2)</td>
<td>3,102</td>
<td>3,024</td>
<td>-78</td>
<td>-2.51%</td>
</tr>
<tr>
<td>COUNTY SENTENCED INMATES (Sentence Status 3)</td>
<td>781</td>
<td>850</td>
<td>69</td>
<td>8.83%</td>
</tr>
<tr>
<td>N3 PARTIALLY SENTENCED (AB109)</td>
<td>68</td>
<td>80</td>
<td>12</td>
<td>17.65%</td>
</tr>
<tr>
<td>FULLY SENTENCED N3 (AB109)</td>
<td>757</td>
<td>857</td>
<td>100</td>
<td>13.21%</td>
</tr>
<tr>
<td>STATE PRISON INMATES (SP 1-4)</td>
<td>2,728</td>
<td>1,097</td>
<td>-1,631</td>
<td>-59.79%</td>
</tr>
<tr>
<td>PRCS REVOCATION 3455</td>
<td>272</td>
<td>340</td>
<td>68</td>
<td>25.00%</td>
</tr>
<tr>
<td>FLASH INCARCERATION 3454</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>100.00%</td>
</tr>
<tr>
<td>PAROLE REVOCATION 3000.08 FPC</td>
<td>144</td>
<td>189</td>
<td>45</td>
<td>31.25%</td>
</tr>
<tr>
<td>WAITING PLACEMENT TO MENTAL HEALTH HOSPITAL</td>
<td>433</td>
<td>625</td>
<td>192</td>
<td>44.34%</td>
</tr>
<tr>
<td></td>
<td>14,897</td>
<td>13,144</td>
<td>-1,753</td>
<td>-11.77%</td>
</tr>
</tbody>
</table>
To achieve the County’s goal of closing MCJ, it will require support and collaboration between the Court, State, and community partners.
<table>
<thead>
<tr>
<th>Program</th>
<th>Beds</th>
<th>Est Cost</th>
<th>Est Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ODR Maternal Health Program</strong></td>
<td>50</td>
<td>$5.8M</td>
<td>April 1, 2022</td>
</tr>
<tr>
<td>Diversion program for pregnant women that provides Interim housing, employment and vocational training, and rapid re-housing and connections to Intensive Case Management Services (ICMS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ODR Interim Housing and Expansion</strong></td>
<td>108</td>
<td>$8.8M</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>Funds 76 beds and expands housing by an additional 32 beds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ODR Reentry Intensive Case Management Services (R-ICMS)</strong></td>
<td></td>
<td>$5M</td>
<td>2022</td>
</tr>
<tr>
<td>Provides a year of bridge funding to maintain the provider network as they transition from Whole Person Care to CalAIM (funder of last resort)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DPH Substance Abuse Prevention and Control (SAPC)</strong></td>
<td></td>
<td>$8.5M</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>Funds 850 encounters of Substance Use Disorder services ranging from crisis residential to outpatient treatment for those leaving incarceration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DHS Housing for Health</strong></td>
<td>80</td>
<td>$7.4M</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>Funds 80 interim housing beds for those transitioning from jail, along with ICMS, benefits establishment, and other supportive services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DMH Interim Housing</strong></td>
<td>48</td>
<td>$4.5M</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>Funds 48 interim mental health beds, in addition to providing clinical services, case management, and life skills services to prepare for community reentry</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Opportunities Moving Forward

- Implementation of a Custody Alternatives Team to recommend release options
- Map out expansion of the mental health continuum, including secure mental health facilities run by clinicians to serve the most acutely mentally ill individuals detained in custody, along with community-based mental health care services to serve lower-acuity mental health care needs
- Continue facilitation of state prison and state hospital transfers
- Creation of an independent pretrial services office in the newly formed Justice Care and Opportunities Department (JCOD) to govern and coordinate a more robust connection to services without negatively impacting public safety.
- Work with the Court and justice partners to expedite court case processing to reduce the length of stays in jail
JCIT is committed to prioritizing the needs of those that are disproportionately represented in the jail systems, particularly Black/Brown persons, women, and 2S-LGBQ+TGI persons, and are working closely with the Gender Responsive Advisory Committee, County departments, and CBOs that serve reentry populations. Additionally, we seek to align all of our projects with the countywide equity guiding principles to ensure that all services provided by County departments and community partners are equitable and culturally competent.

We are thankful for the relationships we have formed with the following community partners and will continue to integrate their feedback into our work.

- Dignity and Power Now
- La Defensa
- Vera Institute of Justice
- First Followers Reentry Program
- NAMI Greater Los Angeles County
- Veterans Affairs
- Los Angeles Regional Reentry Partnership
- Public Counsel
- HealthRIGHT 360
- Downtown Women’s Center
- HOPICS
- Timelist
- Californians for Safety and Justice
- Trans Latina Coalition
- Anti-Recidivism Coalition
- Homeboy Industries
- Los Angeles Centers for Drug Abuse
- ACLU of Southern California
- LA Family Housing
- Los Angeles Centers for Alcohol and Drug Abuse
- Project Return
- LA Mission
- Rambo House
- The Community Action League
- Young Women’s Freedom Center
- Women In Non Traditional Employment Roles
- Francisco Homes
- Amity Foundation
- Essie Justice Group
- Justice LA
Questions?

Contact: JCIT@ceo.lacounty.gov
## ALTERNATE PUBLIC DEFENDER

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>86,937,000</td>
<td>92,410,000</td>
<td>5,473,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>187,000</td>
<td>187,000</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>2,506,000</td>
<td>5,142,000</td>
<td>2,636,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>84,244,000</td>
<td>87,081,000</td>
<td>2,837,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>330.0</td>
<td>355.0</td>
<td>25.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ALTERNATE PUBLIC DEFENDER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022-23 Recommended Budget</td>
<td>86,937,000</td>
<td>187,000</td>
<td>2,506,000</td>
<td>84,244,000</td>
<td>330.0</td>
</tr>
<tr>
<td>1. Retiree Health Insurance:</td>
<td>(57,000)</td>
<td>--</td>
<td>(1,000)</td>
<td>(56,000)</td>
<td>--</td>
</tr>
<tr>
<td>2. Legal Staffing:</td>
<td>2,300,000</td>
<td>--</td>
<td>--</td>
<td>2,300,000</td>
<td>14.0</td>
</tr>
<tr>
<td>3. Services &amp; Supplies:</td>
<td>593,000</td>
<td>--</td>
<td>--</td>
<td>593,000</td>
<td>--</td>
</tr>
<tr>
<td>4. Public Defense Pilot Program:</td>
<td>2,637,000</td>
<td>--</td>
<td>2,637,000</td>
<td>--</td>
<td>12.0</td>
</tr>
<tr>
<td>5. Unavoidable Costs:</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>(1.0)</td>
</tr>
</tbody>
</table>

**Total Changes** 5,473,000 0 2,636,000 2,837,000 25.0

| 2022-23 Final Changes         | 92,410,000              | 187,000                 | 5,142,000   | 87,081,000          | 355.0    |
## DISTRICT ATTORNEY

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>474,372,000</td>
<td>474,695,000</td>
<td>323,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>4,451,000</td>
<td>4,451,000</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>221,349,000</td>
<td>223,079,000</td>
<td>1,730,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>248,572,000</td>
<td>247,165,000</td>
<td>(1,407,000)</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>2,138.0</td>
<td>2,145.0</td>
<td>7.0</td>
</tr>
</tbody>
</table>

### Changes From 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfer ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-23 Recommended Budget</td>
<td>474,372,000</td>
<td>4,451,000</td>
<td>221,349,000</td>
<td>248,572,000</td>
<td>2,138.0</td>
</tr>
<tr>
<td>1. Retiree Health Insurance: Reflects a projected</td>
<td>(404,000)</td>
<td>--</td>
<td>(34,000)</td>
<td>(370,000)</td>
<td>0.0</td>
</tr>
<tr>
<td>decrease in retiree health insurance premiums from</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>the amounts estimated in the 2022-23 Recommended</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Legal Staffing: Reflects 5.0 legal support</td>
<td>588,000</td>
<td>--</td>
<td>--</td>
<td>588,000</td>
<td>5.0</td>
</tr>
<tr>
<td>positions to assist with caseload, including</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>backlogged cases resulting from pandemic-related</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>court restrictions (2.0 Paralegals, 2.0 Witness</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistants, and 1.0 Intermediate Typist Clerk).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Budget and Fiscal Services: Reflects 1.0</td>
<td>233,000</td>
<td>--</td>
<td>233,000</td>
<td>--</td>
<td>2.0</td>
</tr>
<tr>
<td>Accounting Officer and 1.0 Accounting Technician to</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>assist with grant revenue related workload.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Public Safety Sales Tax (Proposition 172):</td>
<td>--</td>
<td>--</td>
<td>1,625,000</td>
<td>(1,625,000)</td>
<td>0.0</td>
</tr>
<tr>
<td>Reflects a projected increase in revenue based on</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>historical experience and anticipated trends.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Various Realignments: Reflects Board-approved</td>
<td>(94,000)</td>
<td>--</td>
<td>(94,000)</td>
<td>--</td>
<td>0.0</td>
</tr>
<tr>
<td>reclassifications and realignment of revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Changes</td>
<td>323,000</td>
<td>--</td>
<td>1,730,000</td>
<td>(1,407,000)</td>
<td>7.0</td>
</tr>
<tr>
<td>2022-23 Final Changes</td>
<td>474,695,000</td>
<td>4,451,000</td>
<td>223,079,000</td>
<td>247,165,000</td>
<td>2,145.0</td>
</tr>
</tbody>
</table>
FIRE DEPARTMENT

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financing Sources</td>
<td>1,413,420,000</td>
<td>1,458,568,000</td>
<td>45,148,000</td>
</tr>
<tr>
<td>Financing Uses</td>
<td>1,413,420,000</td>
<td>1,458,568,000</td>
<td>45,148,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>4,741.0</td>
<td>4,741.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Financing Uses ($)</th>
<th>Financing Sources ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2022-23 Recommended Budget</strong></td>
<td>1,413,420,000</td>
<td>1,413,420,000</td>
<td>4,741.0</td>
</tr>
<tr>
<td>1. Grants</td>
<td>27,222,000</td>
<td>27,222,000</td>
<td>--</td>
</tr>
<tr>
<td>Executive</td>
<td>5,037,000</td>
<td>5,037,000</td>
<td>--</td>
</tr>
<tr>
<td>Operations</td>
<td>22,185,000</td>
<td>22,185,000</td>
<td>--</td>
</tr>
<tr>
<td>2. Funding Committed to Reserves</td>
<td>3,021,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Financing Elements</strong></td>
<td>3,021,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>3. Coulson Helitanker:</td>
<td>8,144,000</td>
<td>5,544,000</td>
<td>--</td>
</tr>
<tr>
<td><strong>Operations</strong></td>
<td>8,144,000</td>
<td>5,544,000</td>
<td>--</td>
</tr>
<tr>
<td>4. Judgments and Damages:</td>
<td>5,825,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Administrative</td>
<td>5,825,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>5. Retiree Health Insurance:</td>
<td>612,000</td>
<td>21,000</td>
<td>--</td>
</tr>
<tr>
<td>Administrative</td>
<td>16,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Emergency Medical Services</td>
<td>2,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Executive</td>
<td>23,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Health – Hazardous Materials</td>
<td>30,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Leadership &amp; Professional Standards</td>
<td>9,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Lifeguard</td>
<td>24,000</td>
<td>21,000</td>
<td>--</td>
</tr>
<tr>
<td>Operations</td>
<td>436,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Prevention</td>
<td>23,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Special Services</td>
<td>49,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>6. Property Tax Increase:</td>
<td>--</td>
<td>17,841,000</td>
<td>--</td>
</tr>
<tr>
<td>Financing Elements</td>
<td>--</td>
<td>17,841,000</td>
<td>--</td>
</tr>
<tr>
<td>7. Special Tax Increase:</td>
<td>--</td>
<td>367,000</td>
<td>--</td>
</tr>
</tbody>
</table>
### FIRE DEPARTMENT

<table>
<thead>
<tr>
<th>Financing Elements</th>
<th>Financing Uses ($)</th>
<th>Financing Sources ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. <strong>Other Revenue Adjustments</strong>: Reflects a net decrease based on the latest projections of Fee for Services revenue, Advanced Life Support revenue, and other revenue sources.</td>
<td>--</td>
<td>(5,847,000)</td>
<td>--</td>
</tr>
<tr>
<td>Emergency Medical Services</td>
<td>--</td>
<td>96,000</td>
<td>--</td>
</tr>
<tr>
<td>Executive</td>
<td>--</td>
<td>301,000</td>
<td>--</td>
</tr>
<tr>
<td>Financing Elements</td>
<td>--</td>
<td>(80,000)</td>
<td>--</td>
</tr>
<tr>
<td>Lifeguard</td>
<td>--</td>
<td>14,000</td>
<td>--</td>
</tr>
<tr>
<td>Operations</td>
<td>--</td>
<td>(8,772,000)</td>
<td>--</td>
</tr>
<tr>
<td>Prevention</td>
<td>--</td>
<td>1,035,000</td>
<td>--</td>
</tr>
<tr>
<td>Special Services</td>
<td>--</td>
<td>1,559,000</td>
<td>--</td>
</tr>
<tr>
<td>9. <strong>Reclassifications</strong>: Reflects funding for Board-approved reclassifications.</td>
<td>324,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Executive</td>
<td>148,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Leadership &amp; Professional Standards</td>
<td>176,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>10. <strong>Miscellaneous Realignment</strong>: Reflects alignment between budget units in support of department operations transferring telephone and communication-related operations from Information Management Division (Administrative) to Command and Control/Dispatch (Special Services) and Fitness for Life and Health programs from Executive to the new Wellness Division in Leadership and Professional Standards Bureau.</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Administrative</td>
<td>(10,780,000)</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Executive</td>
<td>(1,884,000)</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Leadership &amp; Professional Standards</td>
<td>1,884,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Special Services</td>
<td>10,780,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Total Changes</strong></td>
<td>45,148,000</td>
<td>45,148,000</td>
<td>--</td>
</tr>
</tbody>
</table>

**2022-23 Final Changes**

| 2022-23 Final Changes | 1,458,568,000 | 1,458,568,000 | 4,741.0 |
### FIRE DEPARTMENT - LIFEGUARD

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>41,133,000</td>
<td>41,154,000</td>
<td>21,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>41,133,000</td>
<td>41,154,000</td>
<td>21,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

#### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE DEPARTMENT - LIFEGUARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022-23 Recommended Budget</td>
<td>41,133,000</td>
<td>0</td>
<td>0</td>
<td>41,133,000</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Other Changes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Retiree Health Insurance</td>
<td>21,000</td>
<td>--</td>
<td>--</td>
<td>21,000</td>
<td>--</td>
</tr>
<tr>
<td><strong>Total Changes</strong></td>
<td>21,000</td>
<td>0</td>
<td>0</td>
<td>21,000</td>
<td>0.0</td>
</tr>
<tr>
<td>2022-23 Final Changes</td>
<td>41,154,000</td>
<td>0</td>
<td>0</td>
<td>41,154,000</td>
<td>0.0</td>
</tr>
</tbody>
</table>
## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th>LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-23 Recommended Budget</td>
</tr>
<tr>
<td>0 0 0 0 0.0</td>
</tr>
<tr>
<td>1. NO CHANGES</td>
</tr>
<tr>
<td>-- -- -- -- -- --</td>
</tr>
<tr>
<td>Total Changes</td>
</tr>
<tr>
<td>0 0 0 0 0.0</td>
</tr>
<tr>
<td>2022-23 Final Changes</td>
</tr>
<tr>
<td>0 0 0 0 0.0</td>
</tr>
</tbody>
</table>
### GRAND JURY

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>1,942,000</td>
<td>1,942,000</td>
<td>0</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>4,000</td>
<td>4,000</td>
<td>0</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>1,938,000</td>
<td>1,938,000</td>
<td>0</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>5.0</td>
<td>5.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRAND JURY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022-23 Recommended Budget</td>
<td>1,942,000</td>
<td>0</td>
<td>4,000</td>
<td>1,938,000</td>
<td>5.0</td>
</tr>
<tr>
<td>Other Changes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. No Changes</td>
<td>0</td>
<td>--</td>
<td>--</td>
<td>0</td>
<td>--</td>
</tr>
<tr>
<td>Total Changes</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0</td>
</tr>
<tr>
<td>2022-23 Final Changes</td>
<td>1,942,000</td>
<td>0</td>
<td>4,000</td>
<td>1,938,000</td>
<td>5.0</td>
</tr>
</tbody>
</table>
## MEDICAL EXAMINER-CORONER

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>51,601,000</td>
<td>51,969,000</td>
<td>368,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>3,000</td>
<td>3,000</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>2,381,000</td>
<td>2,690,000</td>
<td>309,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>49,217,000</td>
<td>49,276,000</td>
<td>59,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>254.0</td>
<td>259.0</td>
<td>5.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEDICAL EXAMINER-CORONER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2022-23 Recommended Budget

1. **Public Services Division Staff:** Reflects funding for 1.0 Intermediate Supervising Clerk to assist with the supervision of clerical staff.

<table>
<thead>
<tr>
<th>Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>51,601,000</td>
<td>3,000</td>
<td>2,381,000</td>
<td>49,217,000</td>
<td>254.0</td>
</tr>
</tbody>
</table>

2. **Retiree Health Insurance:** Reflects a projected decrease in retiree health insurance premiums from the amounts estimated in the 2022-23 Recommended Budget.

<table>
<thead>
<tr>
<th>Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>(41,000)</td>
<td>--</td>
<td>(1,000)</td>
<td>(40,000)</td>
<td>--</td>
</tr>
</tbody>
</table>

3. **Coverdell Forensic Science Improvement Grants:** Reflects funding provided by the Department of Justice for 2.0 Senior Typist Clerks and 2.0 part-time Student Professional Workers to assist in providing timely information to the public, a forensic library project, personnel training, purchase of mass care and facility equipment, and laboratory staff supplies and overtime.

<table>
<thead>
<tr>
<th>Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>310,000</td>
<td>--</td>
<td>310,000</td>
<td>--</td>
<td>4.0</td>
</tr>
</tbody>
</table>

**Total Changes**

<table>
<thead>
<tr>
<th>Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>368,000</td>
<td>0</td>
<td>309,000</td>
<td>59,000</td>
<td>5.0</td>
</tr>
</tbody>
</table>

2022-23 Final Changes

<table>
<thead>
<tr>
<th>Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>51,969,000</td>
<td>3,000</td>
<td>2,690,000</td>
<td>49,276,000</td>
<td>259.0</td>
</tr>
</tbody>
</table>
## PROBATION DEPARTMENT

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>1,025,224,000</td>
<td>1,024,717,000</td>
<td>(507,000)</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>3,444,000</td>
<td>3,444,000</td>
<td>0</td>
</tr>
<tr>
<td>Revenue</td>
<td>372,009,000</td>
<td>371,870,000</td>
<td>(139,000)</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>649,771,000</td>
<td>649,403,000</td>
<td>(368,000)</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>5,568.0</td>
<td>5,569.0</td>
<td>1.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROBATION DEPARTMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Retiree Health Insurance: Reflects a projected decrease in retiree health insurance premiums from the amounts estimated in the 2022-23 Recommended Budget.</td>
<td>(1,219,000)</td>
<td>--</td>
<td>(139,000)</td>
<td>(1,080,000)</td>
<td>--</td>
</tr>
<tr>
<td>Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juvenile Institutions Service</td>
<td>(652,000)</td>
<td>--</td>
<td>--</td>
<td>(652,000)</td>
<td>--</td>
</tr>
<tr>
<td>Field Services</td>
<td>(308,000)</td>
<td>--</td>
<td>(139,000)</td>
<td>(169,000)</td>
<td>--</td>
</tr>
<tr>
<td>Special Services</td>
<td>(129,000)</td>
<td>--</td>
<td>--</td>
<td>(129,000)</td>
<td>--</td>
</tr>
<tr>
<td>2. Senate Bill (SB) 1421: Reflects 3.0 positions and related services and supplies for the implementation of SB 1421 that increase the public's right to access additional peace officer personnel records.</td>
<td>712,000</td>
<td>--</td>
<td>--</td>
<td>712,000</td>
<td>3.0</td>
</tr>
<tr>
<td>Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Information System Bureau (ISB) Positions: Reflects the addition of 4.0 ISB positions; fully offset by the deletion of 6.0 vacant budgeted ISB positions.</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
<td>(2.0)</td>
</tr>
<tr>
<td>Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Position Reclass: Reflects the reclass actions approved by the Board on February 8, 2022 and April 5, 2022.</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
<td>--</td>
</tr>
<tr>
<td>Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Position Adjustment: Reflects positions adjustments based on departmental staffing needs.</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
<td>--</td>
</tr>
<tr>
<td>Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Juvenile Institutions Services</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Field Services</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>(1.0)</td>
</tr>
<tr>
<td>Special Services</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>(1.0)</td>
</tr>
<tr>
<td><strong>Total Changes</strong></td>
<td>(507,000)</td>
<td>0</td>
<td>(139,000)</td>
<td>(368,000)</td>
<td>1.0</td>
</tr>
</tbody>
</table>

2022-23 Final Changes  

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Final Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>1,024,717,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>3,444,000</td>
</tr>
<tr>
<td>Revenue</td>
<td>371,870,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>649,403,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>5,569.0</td>
</tr>
</tbody>
</table>
Public Safety Cluster • Final Changes • Fiscal Year 2022-23

PUBLIC DEFENDER

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>264,996,000</td>
<td>279,519,000</td>
<td>14,523,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>362,000</td>
<td>361,000</td>
<td>(1,000)</td>
</tr>
<tr>
<td>Revenue</td>
<td>14,149,000</td>
<td>21,889,000</td>
<td>7,740,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>250,485,000</td>
<td>257,269,000</td>
<td>6,784,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>1,113.0</td>
<td>1,182.0</td>
<td>69.0</td>
</tr>
</tbody>
</table>

Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLIC DEFENDER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022-23 Recommended Budget</td>
<td>264,996,000</td>
<td>362,000</td>
<td>14,149,000</td>
<td>250,485,000</td>
<td>1,113.0</td>
</tr>
</tbody>
</table>

Other Changes

1. **Retiree Health Insurance**: Reflects a projected decrease in retiree health insurance premiums from the amounts estimated in the 2022-23 Recommended Budget.

2. **Legal Staffing**: Reflects 17.0 Deputy Public Defender III positions to assist with caseload, including backlogged cases resulting from pandemic-related court restrictions.

3. **Human Resources**: Reflects 1.0 Management Analyst position to assist with workload related to leave management.

4. **Information Technology**: Reflects funding for 4.0 positions to support and enhance the client case management system (1.0 Principal Application Developer, 2.0 Senior Application Developer, and 1.0 Information Systems Analyst II) and one-time funding for the phase-out of legacy systems.

5. **Public Defense Pilot Program**: Reflects funding provided by the California Board of State and Community Corrections for 23.0 attorney and 24.0 support positions for workload related to post-conviction resentencing referrals under Penal Codes 1170, 1170.95, 1473.7 and 3051.

6. **Services & Supplies**: Reflects funding to address cost of services received from other County departments.

7. **Position Reclassification**: Reflects the Board-approved reclassification of 1.0 Public Information Officer position to 1.0 Public Information Specialist.
<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. <strong>Homeless Initiative</strong>: Reflects an increase in Measure H funding for the Criminal Record Clearing Project (Strategy D6).</td>
<td>31,000</td>
<td>--</td>
<td>31,000</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Total Changes</strong></td>
<td>14,523,000</td>
<td>(1,000)</td>
<td>7,740,000</td>
<td>6,784,000</td>
<td>69.0</td>
</tr>
<tr>
<td><strong>2022-23 Final Changes</strong></td>
<td>279,519,000</td>
<td>361,000</td>
<td>21,889,000</td>
<td>257,269,000</td>
<td>1,182.0</td>
</tr>
</tbody>
</table>
## SHERIFF

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>3,463,959,000</td>
<td>3,484,623,000</td>
<td>20,664,000</td>
</tr>
<tr>
<td>Intrafund Transfer</td>
<td>92,711,000</td>
<td>98,250,000</td>
<td>5,539,000</td>
</tr>
<tr>
<td>Revenue</td>
<td>1,840,448,000</td>
<td>1,848,140,000</td>
<td>7,692,000</td>
</tr>
<tr>
<td>Net County Cost</td>
<td>1,530,800,000</td>
<td>1,538,233,000</td>
<td>7,433,000</td>
</tr>
<tr>
<td>Budgeted Positions</td>
<td>17,099.0</td>
<td>17,237.0</td>
<td>138.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2022-23 Recommended Budget</strong></td>
<td>3,463,959,000</td>
<td>92,711,000</td>
<td>1,840,448,000</td>
<td>1,530,800,000</td>
<td>17,099.0</td>
</tr>
</tbody>
</table>

1. **Retiree Health Insurance**: Reflects a projected decrease in retiree health insurance premiums from the amounts estimated in the 2022-23 Recommended Budget.

   - **Patrol Clearing**: --
   - **Patrol – Specialized and Unallocated (S&U)**: (1,407,000)
   - **Detective**: (259,000)
   - **Administration**: (157,000)
   - **Custody**: (1,113,000)
   - **Court**: (468,000)
   - **General Support**: (391,000)
   - **County Services**: (171,000)

2. **Public Safety Sales Tax (Prop 172)**: Reflects projected increase in revenue based on historical experience and anticipated trends.

   - **Patrol - S&U**: --
   - **Detective**: --
   - **Administration**: --
   - **Custody**: --
   - **General Support**: --

3. **Measure H Funding**: Reflects an increase in overtime funding due to increases in salaries and employee benefit costs for work of 4.0 Custody Assistants associated with Strategy D2 Jail In-Reach Homelessness program in the jails.

   - **Custody**: 29,000
## Public Safety Cluster • Final Changes • Fiscal Year 2022-23

### SHERIFF

<table>
<thead>
<tr>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budg Pos</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. <strong>Academy Classes</strong>: Reflects one-time funding in the General Support Budget for costs associated with the addition of two academy classes, 87.0 Deputy Sheriff Trainee and 9.0 sworn positions, fully offset by transfer of funding from the Provisional Financing Uses (PFU) Budget.</td>
<td>12,258,000</td>
<td>--</td>
<td>--</td>
<td>12,258,000</td>
</tr>
<tr>
<td><strong>General Support</strong></td>
<td>12,258,000</td>
<td>--</td>
<td>--</td>
<td>12,258,000</td>
</tr>
<tr>
<td>5. <strong>Public Records Act (PRA) – Non-SB1421</strong>: Reflects an increase of 3.0 positions in the General Support Budget to address the increased workload associated with routine, non-SB1421 PRA requests, fully offset by transfer of funding from the PFU Budget.</td>
<td>530,000</td>
<td>--</td>
<td>--</td>
<td>530,000</td>
</tr>
<tr>
<td><strong>General Support</strong></td>
<td>530,000</td>
<td>--</td>
<td>--</td>
<td>530,000</td>
</tr>
<tr>
<td>6. <strong>Crime Enforcement Team (CET)</strong>: Reflects one-time overtime funding in the Patrol - Unincorporated Areas (UA) Budget for costs associated with the CET at the Walnut and Industry stations.</td>
<td>964,000</td>
<td>--</td>
<td>--</td>
<td>964,000</td>
</tr>
<tr>
<td><strong>Patrol Clearing</strong></td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Patrol - UA</strong></td>
<td>964,000</td>
<td>--</td>
<td>--</td>
<td>964,000</td>
</tr>
<tr>
<td>7. <strong>Position Adjustments</strong>: Reflects Board-approved reclassifications that more appropriately reflect the assigned duties and responsibilities. Also reflects the restoration of positions, fully offset by the deletion of various positions.</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Administration</strong></td>
<td>514,000</td>
<td>--</td>
<td>--</td>
<td>514,000</td>
</tr>
<tr>
<td><strong>General Support</strong></td>
<td>67,000</td>
<td>--</td>
<td>--</td>
<td>67,000</td>
</tr>
<tr>
<td><strong>Court Services</strong></td>
<td>(217,000)</td>
<td>--</td>
<td>--</td>
<td>(217,000)</td>
</tr>
<tr>
<td><strong>Patrol Clearing</strong></td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Patrol - S&amp;U</strong></td>
<td>(364,000)</td>
<td>--</td>
<td>--</td>
<td>(364,000)</td>
</tr>
<tr>
<td>8. <strong>Appropriation Realignment</strong>: Reflects realignment of appropriation to more accurately reflect operational needs.</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Patrol - S&amp;U</strong></td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td><strong>Clearing</strong></td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>9. <strong>PRA – SB1421</strong>: Reflects funding and an increase of 11.0 positions in the General Support Budget for the collaborative efforts with County Counsel to address the increased workload associated with the passage of SB1421, which amended the public’s right to access certain types of peace officer personnel records.</td>
<td>6,476,000</td>
<td>--</td>
<td>--</td>
<td>6,476,000</td>
</tr>
<tr>
<td><strong>General Support</strong></td>
<td>6,476,000</td>
<td>--</td>
<td>--</td>
<td>6,476,000</td>
</tr>
<tr>
<td></td>
<td>Gross Appropriation ($)</td>
<td>Intrafund Transfers ($)</td>
<td>Revenue ($)</td>
<td>Net County Cost ($)</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------</td>
<td>-------------------------</td>
<td>-------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>10.</td>
<td>Whole Person Care (WPC) Program:</td>
<td>Reflects a decrease of 2.0 Sergeant positions and overtime funding for work of 21.0 Custody Assistants due to the termination of the WPC five-year pilot program that ended on December 31, 2021, fully offset by deletion of federal revenue via transfer from the Department of Health Services.</td>
<td>(2,872,000)</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Custody</td>
<td></td>
<td>(2,872,000)</td>
<td>--</td>
</tr>
<tr>
<td>11.</td>
<td>Contract Service Level Changes:</td>
<td>Reflects net changes in positions, revenue, and intra-fund transfer for various budget units primarily due to requests by contract agencies.</td>
<td>6,971,000</td>
<td>5,539,000</td>
</tr>
<tr>
<td></td>
<td>Patrol Clearing</td>
<td></td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Patrol – Contract Cities</td>
<td></td>
<td>896,000</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Patrol – S&amp;U</td>
<td></td>
<td>536,000</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>County Services</td>
<td></td>
<td>5,539,000</td>
<td>5,539,000</td>
</tr>
<tr>
<td>12.</td>
<td>Trail Enforcement:</td>
<td>Reflects year one (of two) one-time overtime funding in the Patrol – UA Budget for costs associated with patrolling the trails in Hacienda Heights and Rowland Heights, fully offset by miscellaneous – reimbursement of expense revenue.</td>
<td>274,000</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Patrol Clearing</td>
<td></td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Patrol – UA</td>
<td></td>
<td>274,000</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Total Changes</td>
<td></td>
<td>20,664,000</td>
<td>5,539,000</td>
</tr>
<tr>
<td>2022-23 Final Changes</td>
<td></td>
<td>3,484,623,000</td>
<td>98,250,000</td>
<td>1,848,140,000</td>
</tr>
</tbody>
</table>
## TRIAL COURT OPERATIONS

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Recommended Budget</th>
<th>FY 2022-23 Final Changes</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Appropriation</strong></td>
<td>409,460,000</td>
<td>411,575,000</td>
<td>2,115,000</td>
</tr>
<tr>
<td><strong>Intrafund Transfer</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Revenue</strong></td>
<td>70,878,000</td>
<td>72,993,000</td>
<td>2,115,000</td>
</tr>
<tr>
<td><strong>Net County Cost</strong></td>
<td>338,582,000</td>
<td>338,582,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>Budgeted Positions</strong></td>
<td>50.0</td>
<td>50.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

### Changes from the 2022-23 Recommended Budget

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budgeted Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRIAL COURT OPERATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022-23 Recommended Budget</td>
<td>409,460,000</td>
<td>0</td>
<td>70,878,000</td>
<td>338,582,000</td>
<td>50.0</td>
</tr>
</tbody>
</table>

### Other Changes

1. **State Post-Conviction Grant**: Reflects funding provided by the California Board of State and Community Corrections for the State Public Defender Pilot Grant to support workload related to post-conviction resentencing referrals under Penal Codes 1170, 1170.95, 1473.7 and 3051. Specifically, funds related to contract services with the Los Angeles County Bar Association for administration of the Indigent Criminal Defense Appointment Program where panel attorneys provide indigent defense services to adults.

<table>
<thead>
<tr>
<th></th>
<th>Gross Appropriation ($)</th>
<th>Intrafund Transfers ($)</th>
<th>Revenue ($)</th>
<th>Net County Cost ($)</th>
<th>Budgeted Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Changes</strong></td>
<td>2,115,000</td>
<td>--</td>
<td>2,115,000</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 2022-23 Final Changes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-23 Final Changes</td>
<td>411,575,000</td>
<td>72,993,000</td>
</tr>
</tbody>
</table>