



**PUBLIC SAFETY  
CLUSTER AGENDA REVIEW MEETING**

**DATE: Wednesday, May 31, 2023**  
**TIME: 9:30 a.m.**

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.**  
**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996**  
**ID: 169948309#** [Click here to join the meeting](#)

**AGENDA**

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A.** Board Letter:  
BAILMENT AGREEMENT WITH CITY OF MALIBU FOR USE OF 2021 POLICE INTERCEPTOR UTILITY VEHICLE  
Speaker(s): Raymond Armstrong and Mark Russo (Sheriff's)
  - B.** Board Letter:  
APPROVAL OF CONTRACT FOR A CARDIOVASCULAR EVALUATION PROGRAM  
Speaker(s): Mike Tsao, Gerald Gonzalez and Eric Tumbarello (Fire)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
  - A.** Board Letter:  
APPROVAL OF SOLE SOURCE CONTRACT WITH PRATT & WHITNEY ENGINE SERVICES, INC. FOR REPAIR, OVERHAUL, AND EXCHANGE OF PRATT & WHITNEY CANADA CORP. PT6T-3 SERIES ENGINES, BELL HELICOPTER ENGINES, AND ENGINE ACCESSORIES  
Speaker(s): Mike Tsao and Dennis Blumenthal (Fire)

Wednesday, May 31, 2023

- B.** Board Letter:  
APPROVAL OF NEW BOARD POLICY PROHIBITING FIREARM AND AMMUNITION  
SALES  
Speaker(s): Christie Carr (ISD)

## **5. PUBLIC COMMENTS**

### **CLOSED SESSION ITEM(S):**

#### **CS-1**

#### **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(Subdivision d(1) of Government Code Section 54956.9)

#### **Paula Manning vs. County of Los Angeles**

Los Angeles Superior Court Case No. 2STCV37328

Department: Probation

## **6. ADJOURNMENT**

**The June 7, 2023, Public Safety Cluster Agenda Review Meeting is  
CANCELLED.**

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**

June 6, 2023

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:

**BAILMENT AGREEMENT WITH CITY OF MALIBU  
FOR USE OF 2021 POLICE INTERCEPTOR UTILITY VEHICLE  
(THIRD DISTRICT) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board's approval of a Bailment Agreement (Agreement) with the City of Malibu for the use of a 2021 Police Interceptor utility vehicle by the Department's Malibu/Lost Hills Sheriff Station Volunteers on Patrol (VOP).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to execute the attached Agreement with the City of Malibu of the following vehicle:

2021 Police Interceptor utility vehicle Identification Number FM5K8AB4MGB98783.

At no cost to the County, for a period of five years from November 15, 2022 through November 15, 2027, unless sooner terminated or extended.

2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Steve McClary, City Manager, City of Malibu Administrative Offices, 23825 Stuart Ranch Road, Malibu, California 90265, for the generous use of the vehicle.

3. Delegate authority to the Sheriff or his designee to extend the term of the Agreement for an additional five years if it is in the best interest of the County.

### **PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION**

The City of Malibu wishes to loan the Department the use of the following vehicle:

2021 Police Interceptor utility vehicle Identification Number 1FM5K8AB4MGB98783.

The vehicle will be for the exclusive use by Department personnel assigned to the Department's City of Malibu VOP Team.

### **Implementation of Strategic Plan Goals**

Acceptance of this loan supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. The vehicle will enhance both the quality and productivity of services provided by the City of Malibu VOP Team.

### **FISCAL IMPACT/FINANCING**

Normal maintenance, repairs, and routine service will be provided by the Department. The Department will pay for all fuel, washing, parking, garage storage fees, highway/road tolls, and fines incurred in connection with the use of the vehicle. All liability insurance will be provided and paid for by the Department.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The vehicle will be on loan to the Department for a period of five years. Either party may terminate the Agreement with five days advance written notice to the other party. The term of the Agreement may be extended for an additional five years. In addition, the Agreement requires the County to indemnify and defend the City of Malibu from any and all liability from the County's use or operation of the vehicle. The indemnification, however, does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to the manufacturer's acts or omissions.

The County will hold the title as the registered owner of the vehicle, and the City of Malibu will hold the title as the legal owner.

The Agreement has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Department's Malibu/Lost Hills Sheriff Station. There will be no negative impact on current Department services or projects as a result of this bailment.

**CONCLUSION**

Upon Board approval, please return one copy of this letter and the fully executed Agreement to the Sheriff's Department's North Patrol Division Headquarters.

Sincerely,

ROBERT G. LUNA  
SHERIFF

RGL:RJA:rja  
(North Patrol Division/Malibu/Lost Hills Sheriff Station)

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, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Selwyn Hollins, Director, Internal Services Department (ISD)  
Gerald R. Plummer, Division Manager, ISD  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Dennis M. Kneer, Chief, North Patrol Division  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Brian Yanagi, Chief, Technology and Support Division  
Glen C. Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau (FPB)  
Jennifer L. Seetoo, Captain, Malibu/Lost Hills Station  
David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB)  
Rene A. Garcia, Lieutenant, ASD  
Marshall R. Yelverton, Lieutenant, CFMB  
Raymond J. Armstrong, Sergeant, Malibu/Lost Hills Station  
Vanessa C. Chow, Sergeant, ASD  
David M. Davis, Sergeant, CFMB  
Patricia Reyes, Administrative Services Manager III, Special Accounts, FPB  
Kristine D. Corrales, Deputy, ASD  
Stephen A. Adebajo, Assistant Automotive Equipment Coordinator, CFMB  
Klaris Ovanisyan, Accountant III, Special Accounts, Financial Programs Bureau  
(Bailments – 2021 Police Interceptor Utility Vehicle–City of Malibu 06-27-23)

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF MALIBU**

This Bailment Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Los Angeles ("County") and the City of Malibu ("City"). The City and County may be individually referred to as "Party" or collectively referred to as the "Parties."

**RECITALS**

(A) The Los Angeles County Sheriff's Department ("Sheriff's Department") established a Volunteers on Patrol ("VOP") program, which consists of civilian volunteers who act as the "eyes and ears" of the Sheriff's Department. On December 13, 2010, the City approved the establishment of the VOP program to allow its residents to assist the Sheriff's Department in achieving its goals.

(B) The VOP volunteers ("Volunteers") provide assistance to the Sheriff's Department by identifying suspicious activities, crimes in progress, or other dangerous circumstances, and notifying the authorities for proper handling. They also help enforce the City's parking regulations through the issuance of parking citations.

(C) The County has mandated that in order for the Sheriff's Department to continue its participation in the VOP program, the City must bail a City vehicle to the Sheriff's Department. The vehicle will be used to conduct authorized activities within the City, and will be equipped by the County with all required law enforcement equipment.

(D) As such, the Parties wish to enter into this Agreement so that the Sheriff's Department may continue its VOP program within the City.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the mutual covenants and agreements herein, the Parties agree as follows:

**1. Bailment of Property**

The City hereby bails a **2021 Ford Interceptor** ("Vehicle"), Vehicle Identification Number **1FM5K8AB2MGA07152**, to the County for the exclusive use of the Sheriff's Department, as set forth in this Agreement. The Parties shall execute an amendment to this Agreement for any additional vehicle the City bails to the County that is not identified herein.

## **2. Term of Bailment**

The term of this Agreement shall be five years and will commence on the 15th day of November, 2022. If not extended by the Parties, the Agreement will terminate on 15th day of November, 2027. At the end of the initial five year term, the Parties will have an opportunity to extend the term of the Agreement for an additional five years by mutual written notice (expiring on 15th day of November, 2032). The Parties may not elect to extend the Agreement for a period other than the specified five year terms without executing an amendment to this Agreement.

## **3. Safekeeping and Maintenance**

The County shall exercise due care for the safekeeping of the Vehicle. The County has the right to inspect said Vehicle prior to acceptance. The County shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle in good working order and condition. The County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual (including its recommended maintenance schedule) that comes with the Vehicle. The County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. The County shall pay for all costs related to the vehicle including fuel, washing, parking, and garage storage. The County will provide, install, and maintain all required equipment including voice radio, amber lights, and graphics on the Vehicle. All required law enforcement equipment installed by the Sheriff's Department will be removed from the Vehicle, at no cost to the City, prior to return of the Vehicle to the City.

## **4. Indemnification**

The County agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any and all liability, losses, expenses, costs (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation), or damages the City may suffer and from any claims, demands, or judgments against the City arising out of County's (including, but not limited to, the Sheriff's Department and the Volunteers) use or operation of the City's Vehicle. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

## **5. Titles**

Legal title to the Vehicle is, and shall at all times, remain in the name of the City. The County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by the County to any persons other than the City without the City's prior written consent.



## **6. Cost**

Except as otherwise set forth in this Agreement, the County's use of the Vehicle shall be at no cost to the City.

## **7. Inspection by City**

The County agrees to allow the City to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. The County shall provide the City with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the City or any government agency may require from time to time.

## **8. Use of Vehicle**

- a) The County may use the Vehicle for the sole and exclusive purpose of the VOP program. Unless written approval is obtained from the City, the County shall not use the Vehicle outside of the City's jurisdictional limits, except when necessary for maintenance, repair, refueling, inspection, or washing. The Vehicle may only be operated by Sheriff's Department VOP Volunteers, Sheriff's Department employees and mechanics in the course of servicing the Vehicle.
- b) The Vehicle shall be parked at Malibu City Hall at the end of each shift.
- c) The County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall the County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:
  - i. In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
  - ii. For an illegal purpose or by a person under the influence of alcohol or narcotics.

## **9. Risk of Loss**

- a) The County shall assume all risks of loss to the Vehicle from the time the Vehicle is delivered by the City to the County, and upon inspection and acceptance by County, until the Vehicle is returned to the City at its place of business.
- b) Upon inspection and acceptance of the Vehicle, the County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

c) In the event of damages to the Vehicle, the County shall notify the City and follow such instructions that the City may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City agreement as to such condition), the County shall notify the City thereof and hold any wreckage for disposal by the City. With respect to any loss, theft, or destruction of the Vehicle, the County and the City shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss to be reimbursed to the City.

#### **10. Termination**

Either Party may terminate this Agreement by giving five (5) calendar days advance written notice to the other Party. Upon termination of this Agreement, the County shall immediately return the Vehicle to the City.

#### **11. Amendments**

No variation, modification, change, or amendment to this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all Parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the Parties.

#### **12. Notices**

All notices or demands required 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 as identified below. 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.

Los Angeles County Sheriff's Department  
Attn: Communications and Fleet Management Bureau  
1277 North Eastern Avenue  
Los Angeles, CA 90063

City of Malibu  
Attn: Steve McClary, City Manager  
23825 Stuart Ranch Road  
Malibu, CA 90265

**13. Insurance**

The County shall maintain comprehensive general and automobile liability insurance for the Vehicle protecting the County in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$2,000,000. This insurance policy shall specify its acts as primary insurance for the Vehicle and covers the operations of the County pursuant to the terms of this Agreement. The City acknowledges and accepts that the County is self-insured to meet its obligations hereunder.

**14. Independent Contractor**

This Agreement is by and between the County and the City 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 County and the City. The employees and agents of one party shall not be construed to be employees and agents of the other Party.

**15. Volunteers**

The County expressly acknowledges that the Volunteers are members of the Sheriff's Department Civilian Volunteers and are not agents, employees, officers, or otherwise associated with, the City. The County is responsible for ensuring that the Volunteers comply with all applicable federal, state, and local laws, the Sheriff's Department's Civilian Volunteer Regulations and Guidelines, and other rules, regulations, or guidelines that may be applicable.

**16. Governing Law, Jurisdiction, and Venue**

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

**17. Validity and Waiver**

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

**18. Assignment**

A Party shall not assign its rights or delegate its duties under this Agreement, 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.

**19. Authorization Warranty**

The Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind the Parties to each and every term, condition, and obligation of this Agreement and that all requirements of the Parties have been fulfilled to provide such actual authority.

**20. Integrated Agreement**

This Agreement constitutes the entire understanding of the Parties, and no representations or promises have been made that are not fully set forth herein. The Parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

**21. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

**22. Headings**

The section headings that appear throughout this Agreement have been provided solely for the convenience of the Parties and do not define or limit the scope of any provision. Consequently, the headings shall not be considered when interpreting this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF MALIBU**

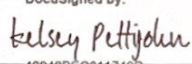
**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Malibu has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

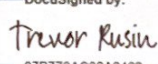
By \_\_\_\_\_  
Janice Hahn, Chair  
Board of Supervisors

CITY OF MALIBU

DocuSigned by:  
By   
Steve McClary  
City Manager

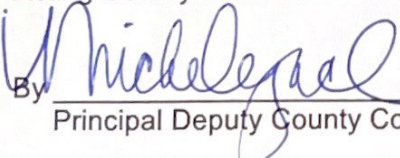
DocuSigned by:  
By   
Kelsey Pettijohn  
City Clerk

ATTEST:  
Celia Zavala Executive Officer-Clerk  
of the Board of Supervisors

DocuSigned by:  
By   
Trevor Rusin  
Interim City Attorney

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Dawyn R. Harrison  
Acting County Counsel

By   
Principal Deputy County Counsel



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



### BOARD OF SUPERVISORS

JANICE HAHN, CHAIR  
FOURTH DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

LINDSEY P. HORVATH  
THIRD DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

June 6, 2023

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 CONTRACT FOR A CARDIOVASCULAR EVALUATION PROGRAM (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 Harbor-UCLA Medical Center (Harbor-UCLA) to provide a Cardiovascular Evaluation Program in order to evaluate potential clinically silent heart disease through a clear and expedient testing process for the District's safety personnel.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the Contract (Enclosure) between the District and Harbor-UCLA, to provide a Cardiovascular Evaluation Program for the District's safety personnel.
2. Authorize the maximum contract sum of \$960,000, including the initial Contract term of three years, two one-year extension options, and twelve month-to-month extension options, not to exceed a total possible Contract term of six years. The maximum contract sum is comprised of annual expenditures not to exceed \$160,000 per contract year. The Contract shall commence on July 1, 2023, or upon Board approval, whichever date is later.

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extension options as described in recommendation two above, and in accordance with the approved Contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$160,000 annual budget and with County Counsel approval as to form.
4. Find that this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

With the collaboration with the County of Los Angeles Chief Executive Office (CEO) and the Department of Human Resource (DHR) Occupational Health Program Section, the recommended actions will enable the District to evaluate potential clinically silent heart disease, when abnormal Electrocardiogram (ECG/EKG) readings are detected during annual wellness/fitness medical exams of safety personnel. With early diagnosis and treatment, potential catastrophic cardiac events may be prevented.

The Contractor will work closely and in cooperation with the District and various other medical facilities to evaluate cardiovascular disease for current and/or prospective safety personnel with an abnormal ECG/EKG trace at rest or during an exercise treadmill test. The Contractor will provide same-day cardiovascular services, or services within 24 hours, that will evaluate potential clinically silent heart disease.

The Contractor has the necessary experience and expertise to perform the services, which will allow the District to ensure the ongoing well-being of its employees. Harbor-UCLA currently performs these services under a contract with the District approved by your Board on December 19, 2017, and has maintained a proven performance record since that time. The current contract is set to expire on June 30, 2023.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing the use of County assets, and ensuring resources are expended in a responsible, efficient, and strategic manner. The selected Contractor has the specialized experience to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

### **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.

The maximum contract expenditure for this service is \$160,000 annually. Sufficient funding is available in the District's Fiscal Year 2023-24 Final Recommended Budget. The District will

continue to allocate the necessary funds throughout the duration of the Contract. The Contract does not include an allowance for Cost-of-Living Adjustments.

There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District is authorized to contract for these services under California Health and Safety Code Section 13861 and Public Contract Code Section 20812. The Contractor complies with all Board and CEO requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the Contract. The attached Contract provides that the District has no obligation to pay for expenditures incurred by the Contractor beyond the established contract pricing mechanisms. Further, the Contractor will not be asked to perform services exceeding the approved work scope or term.

The CEO's Risk Management Section reviewed the Contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The Contract has been approved as to form by County Counsel and signed by the Contractor. On final analysis and consideration of the award, the Contractor was selected based on the qualifications and bid amount without regard to race, color, creed, or national origin.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through the proposed Contract will 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 January 11, 2023, the District released a Request for Proposals (RFP) for Cardiovascular Evaluation Program Services. The District posted the announcement on the County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper. The District received a proposal from one proposer, Harbor-UCLA.

The proposal was forwarded to a committee of subject matter experts for evaluation. The evaluation consisted of two elements: 1) meeting all of the minimum requirements and providing all the necessary documentation; and 2) informed averaging methodology scoring by the evaluation committee. The committee's evaluation was based on criteria described in the RFP, which included qualifications, experience, references, approach, quality control, and cost. Through this evaluation, Harbor-UCLA was determined to be the highest ranked, responsive, and responsible proposer, and is being recommended for contract award.

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



capable of performing the services requested based on their qualifications and experience as stated in their proposal submission.

This is not a Proposition A Contract; therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will ensure the continuance of the cardiovascular evaluation program. Award of this Contract will not result in the displacement of any County employees as these services are currently obtained from this Contractor. The Contract will not result in a reduction of service and there is no change in risk exposure to the County.

### **CONCLUSION**

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

Consolidated Fire Protection District of Los Angeles County  
Executive Office - Business Operations  
Attention: Marissa Martin Jensen, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.MartinJensen@fire.lacounty.gov](mailto:Marissa.MartinJensen@fire.lacounty.gov)

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

Respectfully submitted,

ANTHONY C. MARRONE  
FIRE CHIEF, FORESTER & FIRE WARDEN

ACM:cs

Enclosure

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

ENCLOSURE

## CONTRACT



BY AND BETWEEN

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

**AND**

**HARBOR-UCLA MEDICAL CENTER  
FOR**

**CARDIOVASCULAR EVALUATION PROGRAM SERVICES**

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### **STANDARD EXHIBITS**

- A Statement of Work and Attachments
- B Pricing Sheet
- C Intentionally Omitted
- D District's Administration
- E Contractor's Administration
- F Covid-19 Vaccination Certification of Compliance
- G Contractor Acknowledgement and Confidentiality Agreement
- H Safely Surrendered Baby Law
- I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF  
LOS ANGELES COUNTY  
AND  
HARBOR-UCLA MEDICAL CENTER  
FOR  
CARDIOVASCULAR EVALUATION PROGRAM SERVICES**

This Contract and Exhibits made and entered into this **1<sup>st</sup>** day of **July, 2023** by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Harbor-UCLA Medical Center, hereinafter referred to as "Contractor." Contractor is located at 1124 W. Carson Street, Torrance, CA 90502-2006.

**RECITALS**

WHEREAS, the District may contract with private businesses for Cardiovascular Evaluation Program Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Cardiovascular Evaluation Program Services; and

WHEREAS, the District is authorized to enter into contracts for special services pursuant to California Health and Safety Code Section 13861 and California Government Code 31000 to contract with public or private companies to provide professional, expert, technical, and specialized services; and

WHEREAS, the District has determined it is a matter of health and safety to engage the specialized services of a Contractor who will provide Cardiovascular Evaluation Services; and

WHEREAS, in rendering these services, the Contractor shall, at minimum, exercise the care and skill expected of similar experienced practitioners in Contractor's profession acting under similar circumstances.

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 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

Exhibit A - Statement of Work and Attachments

Exhibit B - Pricing Sheet

Exhibit C - Intentionally Omitted

Exhibit D - District's Administration

Exhibit E - Contractor's Administration

Exhibit F - Covid-19 Vaccination Certification of Compliance

Exhibit G - Contractor Acknowledgement and Confidentiality Agreement

Exhibit H - Safely Surrendered Baby Law

Exhibit I - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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 Paragraph 8.1 (Amendments) and signed by both parties.

## 2 DEFINITIONS

### **Standard Definitions:**

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

**2.1 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 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

- 2.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.4 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 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 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.
- 2.10 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.11 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.
- 2.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the District.

## 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three (3)** years commencing 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.

The District shall have the sole option to extend this Contract term for up to two (2) additional one (1) 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 extension option may be exercised at the sole discretion of the Fire Chief or his designee as authorized by the County's Board of Supervisors.

- 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 D - 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 Cardiovascular Evaluation Program Services shall not exceed, in aggregate **\$160,000** per contract year.

- 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 in Exhibit B (Pricing Sheet), 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 D, 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 The Contractor shall submit the monthly invoices to the District by the 15<sup>th</sup> 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. Captain Eric Tumbarello, District Project Manager,  
Email: [Eric.Tumbarello@fire.lacounty.gov](mailto:Eric.Tumbarello@fire.lacounty.gov)  
Battalion Chief Gerald Gonzales, District Project Director,  
Email: [Gerald.Gonzales@fire.lacounty.gov](mailto:Gerald.Gonzales@fire.lacounty.gov)  
for review and approval of all invoices; and
- 2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto: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 labor hours and hourly rate i.e.: 3 hours @ \$20/hour = \$60.00
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.
- Copy of subcontractor or sublet invoice, if applicable.
- 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.

#### **5.5.6 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.

## **5.6 Intentionally Omitted**

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

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

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

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

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

## **5.8 Travel**

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

# **6 ADMINISTRATION OF CONTRACT – DISTRICT**

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

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

## **7.2 Contractor's Project Manager**

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (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, as determined by District in District's sole discretion, shall 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 must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. *Contractor must sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality 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. 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 prepared and executed by the contractor and by the Fire Chief or his designee.

- 8.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, 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 must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this 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 will be null and void. For purposes of this paragraph, District consent will 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 will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

## **8.3 Authorization Warranty**

The contractor represents and warrants that the person executing this 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 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract will also be reduced correspondingly. The District's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all of the services set forth in this Contract.

#### **8.5 Complaints**

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

##### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

**8.5.1.7** Copies of all written responses must 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 must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

## **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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the District:



- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **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](#).

### **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

**8.8.2.2** 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 County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

**8.8.2.4** Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County 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, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

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

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

#### **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**

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 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.

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

- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor *(if applicable)***

These terms will 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 poster, Exhibit H (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

### **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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **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 will 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 must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 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 must 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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Counterparts and Electronic Signatures and Representations**

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

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 Force Majeure**

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this 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 will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive



jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County 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 must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 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 will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at

its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

## **8.24.2 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, must be delivered to District at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates must be provided to District not less than ten (10) days prior to contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

**8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, 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), will be construed as a waiver of any of the Required Insurance provisions.

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

*Consolidated Fire Protection District of*

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

**8.24.2.6** Contractor also must 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 must promptly notify District of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

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

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide District with, or contractor's insurance policies must contain a provision that District will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to 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 will 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 must 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 Must Be Primary**

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

#### **8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will 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 must 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 will precede the effective date of this Contract. Contractor understands and agrees it will 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 must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 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 must be designated as an Additional Covered Party under any approved program.

#### **8.24.15 District Review and Approval of Insurance Requirements**

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

### **8.25 Insurance Coverage**

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

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of contractor's use of autos pursuant to this 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 must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to 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 must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

**8.25.4.1 Professional Liability-Errors and Omissions** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Fire Chief, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the District, will be forwarded to the contractor by the Fire Chief, or

his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Fire Chief, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief, or his/her designee, deems are correctable by the contractor over a certain time span, the Fire Chief, or his/her 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/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the District for liquidated damages in said amount. Said amount will be deducted from the District's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the District, as determined by the District.
- 8.26.3 The action noted in Paragraph 8.26.2 must 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 must 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 must not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the contractor's prices decline or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the District.

## **8.28 Nondiscrimination and Affirmative Action**

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

**8.28.2** Contractor certifies to the District each of the following:

8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.

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

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

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

**8.28.4** 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from



participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

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

## **8.29 Non-Exclusivity**

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

## **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 must, 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 must bring to the attention of the District's Project Manager and/or District's Project Director any dispute between the District and the contractor regarding the performance of services as stated in this Contract. 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 must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or 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 will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, 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 County.

All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

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

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

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller

Contract Accounting and Administration Handbook. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, 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, will be kept and maintained by the contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

**8.38.3.** Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County 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 County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County 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; 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.

**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. 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**

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) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the 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. Termination of work hereunder will be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) 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 must:
- 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 would 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 must be maintained by the contractor in accordance with 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:

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 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 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 will be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The contractor will continue the performance of this 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 will 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 County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such

excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the 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 will 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) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

**8.44.2** The Contractor must immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

**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:



- 8.45.1.1     Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- 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) will 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, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47    Termination for Non-Appropriation of Funds**

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

#### **8.48    Validity**

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

#### **8.49 Waiver**

No waiver by the District of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 will 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" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice will be

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

#### **8.53 Time Off for Voting**

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

#### **8.57 Compliance with the County Policy of Equity**

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

characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement.

#### **8.59 Injury and Illness Prevention Program**

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

#### **8.60 COVID-19 Vaccinations of County Contractor Personnel**

**8.60.1** At Contractor's sole cost, Contractor must 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").

**8.60.2** 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").

**8.60.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must 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 must 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 must 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.

**8.60.4** Contractor will 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:

8.60.4.1 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.

8.60.4.2 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.

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

In addition to complying with the requirements of this section, Contractor must 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Language:**

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

### **9.2 Intentionally Omitted**

### **9.3 Intentionally Omitted**

### **9.4 Intentionally Omitted**

### **9.5 Intentionally Omitted**

### **9.6 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).

## **9.7 Limitation on Corporate Acts**

- 9.7.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator immediately in writing of any change in Contractor's corporate name.
- 9.7.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:
  - 9.7.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
  - 9.7.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
  - 9.7.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

## **9.8 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.

## **9.9 Remedies of Non-Compliance**

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

## **9.10 Suspension**

- 9.10.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.10.2 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.
- 9.10.3 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.
- 9.10.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.10.5 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.

## **9.11 Transition of Contract Services**

### **9.11.1 Completion of Contract**

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services



[illegible]

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, 2023.**

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

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

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



### BOARD OF SUPERVISORS

JANICE HAHN, CHAIR  
FOURTH DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

LINDSEY P. HORVATH  
THIRD DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

June 6, 2023

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

Dear Supervisors:

**APPROVAL OF SOLE SOURCE CONTRACT WITH PRATT & WHITNEY ENGINE  
SERVICES, INC. FOR REPAIR, OVERHAUL, AND EXCHANGE OF PRATT & WHITNEY  
CANADA CORP. PT6T-3 SERIES ENGINES, BELL HELICOPTER ENGINES, AND  
ENGINE ACCESSORIES  
(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 Pratt & Whitney Engine Services, Inc. (Pratt & Whitney) to provide repair, overhaul, and exchange services for the District's PT6T-3 Series engines, Bell 412 helicopter engines, and engine accessories.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the Contract (Enclosure A) between the District and Pratt & Whitney to provide repair, overhaul, and exchange services for the District's PT6T-3 Series engines and engine accessories. This Contract shall commence on July 1, 2023, or upon Board approval, whichever date is later.
2. Authorize the maximum annual sum of \$1,500,000 for the Contract, including an initial Contract term of five years, and two additional one-year extension options, not to exceed a total possible Contract term of seven years. The Contract will commence on

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

July 1, 2023.

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including the extensions as described in recommendation number two above, and in accordance with the approved Contract terms and conditions, and with prior review and approval as to form by County Counsel.
4. Find this Contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The District seeks to continue as-needed repair, overhaul, and exchange services for its Bell 412 helicopters. These services are required to maintain flight readiness. Pratt & Whitney is the Original Equipment Manufacturer (OEM), therefore, obtaining the requested services will ensure expert economical repairs, overhauls, exchanges, and continuity in the service of the District's Bell 412 helicopters, the turbine engines, and the engine accessories installed on the Bell 412 helicopters. The District currently has a fleet of five helicopters powered by Pratt & Whitney's PT6T-3 series engines and engine accessories.

Approval of the recommended actions will enable the District to continue the uninterrupted repairs, overhauls, and exchanges necessary to provide essential services throughout Los Angeles County, including emergency helicopter medical transports and wildland firefighting.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by maximizing the use of County assets, and ensuring that resources are expended in a responsible, efficient, and strategic manner. Pratt & Whitney has the expertise to provide the required services, efficiently and timely.

### **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.

The maximum Contract expenditure for these services is \$1,500,000 per year. Sufficient funding is available in the District's Fiscal Year 2023-24 Recommended Budget. The District will continue to allocate the necessary funds to obtain the required services.

There is no impact to net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pratt & Whitney is the OEM and all repairs and overhauls of the PT6T-3 series engines, the Bell 412 helicopter engines, and the engine accessories will be completed in accordance with OEM and Federal Aviation Administration guidelines. California Health and Safety Code Section 13861 authorizes the District to contract with independent contractors to perform such services for the District. These services are provided on an as needed and intermittent basis; therefore, this Contract is not a Proposition A Contract.

These services are currently authorized through an adopted Board letter dated May 8, 2018, authorizing the District to contract with Pratt & Whitney for engine and accessory maintenance, repair, and modification services for its fleet of Bell 412 helicopters. As the OEM, Pratt & Whitney ensures continuance of their warranty for the Bell 412 helicopters.

The Contract has been approved as to form and has been signed by both County Counsel and Pratt & Whitney.

## **ENVIRONMENTAL DOCUMENTATION**

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

## **CONTRACTING PROCESS**

On November 18, 2021, the District notified your Board of the expiring sole source contract with Pratt & Whitney. The District also notified your Board of its intent to proceed with negotiating a new sole source Contract (Enclosure B), pursuant to Board of Supervisors' policy 5.100, Sole Source Contracts. The District has provided the Sole Source Checklist (Enclosure C) approved by the Chief Executive Office (CEO) detailing the justification for use of a sole source Contract.

The CEO Risk Management Branch reviewed the sample contract and concurred with the provisions related to insurance and indemnification. The terms and conditions were aggressively negotiated by the District with the assistance of the CEO Risk Management Division and County Counsel, and the provisions as described in Enclosure A represent the best position obtained by the District.

Contract negotiations were finalized and with County Counsel's review and concurrence, Pratt & Whitney agreed to comply with the County's negotiated Contract terms and conditions. Enclosure A is submitted with the negotiated terms and conditions and is recommended to your Board for approval with the District's belief it represents a minimal risk position for the District given Pratt & Whitney's history in providing these services.

The purpose of this Contract is to provide repair, overhaul, and exchange services of Pratt & Whitney PT6T-3 series engines and engine accessories for the District's Bell 412 helicopters. These services are necessary and essential for flight, firefighting, and public safety.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions will allow the District to continue the repair, overhaul, and exchange services for its Bell 412 helicopters and PT6T-3 series engines and engine accessories. This is critical for the District's ability to provide fire suppression, disaster response and recovery, and emergency medical responses throughout Los Angeles County.

Award of this Contract will not result in the displacement of any County employees as these services are currently obtained from Pratt & Whitney. This Contract will not result in a reduction of service and there is no change in risk exposure to the County.

### **CONCLUSION**

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

Executive Office, Business Operations  
Attention: Marissa Martin Jensen, Administrative Services Manager II  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marissa.MartinJensen@fire.lacounty.gov](mailto:Marissa.MartinJensen@fire.lacounty.gov)

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:ah

Enclosures

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

## CONTRACT



**BY AND BETWEEN**

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

**AND**

**PRATT & WHITNEY ENGINE SERVICES, INC.**

**FOR**

**REPAIR, OVERHAUL, AND EXCHANGE OF PRATT &  
WHITNEY CANADA CORP. PT6T-3 SERIES ENGINES, BELL  
412 HELICOPTER ENGINES, AND ENGINE ACCESSORIES**

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## **STANDARD EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C Pratt & Whitney Canada Corp. Service Centre Facilities Repair & Overhaul Warranty, Remedies and Limitations for Engines Installed on Corporate Aircraft
- C1 Pratt & Whitney Canada Corp. Warranty, Remedies and Limitations for Overhauled, Repaired or Exchanged Engine Accessories
- D Contractor's EEO Certification
- E District's Administration
- F Contractor's Administration
- G COVID Vaccination Certification of Compliance
- G1 Contractor Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance

**CONTRACT BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY  
AND  
PRATT & WHITNEY ENGINE SERVICES, INC.  
FOR  
REPAIR, OVERHAUL, AND EXCHANGE OF PRATT & WHITNEY CANADA  
CORP. PT6T-3 SERIES ENGINES, BELL 412 HELICOPTER ENGINES, AND  
ENGINE ACCESSORIES**

This Contract ("Contract") made and entered into this 1st day of July 2023 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Pratt & Whitney Engine Services, Inc., a West Virginia corporation, hereinafter referred to as "Contractor."

**RECITALS**

WHEREAS, the District may contract with private businesses for repair and overhaul of its PT6T-3 Series Engines, Bell 412 Helicopter Engines, and Engine Accessories when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in the repair and overhaul of PT6T-3 Series Engines, Bell 412 Helicopters, and Engine Accessories; and

WHEREAS, the District is authorized under Health and Safety Code Section 13861, to contract with public and private contractors specially trained, experienced, expert, and competent to provide repair and overhaul services on an as-needed basis; and

WHEREAS, the District has the responsibility for maintaining, repairing and overhauling its helicopters to ensure the safety of its employees and to achieve its mission to protect lives, the environment, and property; 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, C1, D, E, F, G, G1, and H 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 terms and conditions of the 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 - Pricing Sheet
- 1.3 Exhibit C - Pratt & Whitney Canada Corp. Service Centre Facilities Repair & Overhaul Warranty, Remedies and Limitations for Engines Installed on Corporate Aircraft
- 1.4 Exhibit C1 - Pratt & Whitney Canada Corp. Warranty, Remedies and Limitations for Overhauled, Repaired or Exchanged Engine Accessories
- 1.5 Exhibit D - Contractor's EEO Certification
- 1.6 Exhibit E - District's Administration
- 1.7 Exhibit F - Contractor's Administration
- 1.8 Exhibit G - COVID Vaccination Certification of Compliance
- 1.9 Exhibit G1 - Contractor Acknowledgement and Confidentiality Agreement
- 1.10 Exhibit H - Jury Service Ordinance

## 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 **Affiliates**: A network of service centers, including Pratt & Whitney Canada Corp. ("P&WC"), that are pre-approved by the Contractor, with quality systems to meet Original Equipment Manufacturer (OEM) requirements.
- 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 **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.
- 2.4 **Contract Funds**: The sums of money allocated for the purposes of this Contract.
- 2.5 **Contract Year**: Each successive 12-month period commencing on the effective date of the Contract and each anniversary thereof.
- 2.6 **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.
- 2.7 **Contractor Project Manager**: The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.8 **County**: The County of Los Angeles, a political subdivision of the State of California.
- 2.9 **Day(s)**: Calendar day(s) unless otherwise specified.
- 2.10 **District**: The Consolidated Fire Protection District of Los Angeles County.
- 2.11 **District Contract Administrator**: 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.

- 2.12 **District Project Director:** Person designated by the District to manage the operations under this Contract.
- 2.13 **District Project Manager:** Person designated by District's Project Director to manage the operations under this contract.
- 2.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.15 **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, as described in Annex A hereto.
- 2.16 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.17 **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.
- 2.18 **Work:** The tasks, deliverables, goods, services, and other work to be provided under this Contract as specified in the Statement of Work or elsewhere herein.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all Work as set forth in herein.
- 3.2 The Contractor shall obtain the District's prior approval before providing any Work, other than as specified in this Contract. The Contractor shall have no claim whatsoever against the District except in the circumstance the District knowingly accepts the subject Work.
- 3.3 All Work hereunder shall be ordered by the District's issuance of a work authorization to the Contractor; the work authorization shall contain appropriate information for the Contractor to review and prepare an estimate for the required Work. The information shall be consistent with that specified in Exhibit B - Pricing Sheet attached hereto.



## 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after 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.

The parties may agree to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of seven (7) years, pursuant to the same terms and conditions set forth herein. Each such extension option may be exercised by the Contractor and by the Fire Chief or his designee as authorized by the County's Board of Supervisors and recorded by written amendment signed by both parties.

- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used by the County only, 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 CONTRACT SUM

### 5.1 Maximum Contract Sum

The amount the District shall expend from its own funds during the Contract's entire term for repair, overhaul, and exchange services for the PT6T-3 series engines, the Bell 412 helicopter engines, and the engine accessories shall not exceed, \$1.5 million per year.

- 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 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 Work required of the Contractor under this Contract as set forth in Exhibit B - Pricing Sheet, but in any event, not more than 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 the 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 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 Work in accordance with the requirements of the Contract.

## **5.2 Written Approval for Reimbursement**

5.2.1 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, or any Amendments. 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, through assignment, 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. The Contractor may, without the District's prior approval assign any receivables under the Contract to a financial institution.

## **5.3 Intentionally Omitted**

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

5.4.1 The Contractor shall have no claim against the District for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by the Contractor after the expiration or other termination of this Contract, except any Work authorized prior to the expiration or termination and/or knowingly accepted by the District. Any Work and/or Work Authorization Order in progress prior to the termination or expiration of this Contract shall be completed by the

Contractor for full payment of services rendered. The District may at its discretion, notify and 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 notification to stop and any Work performed to preserve and protect the District's property. The District's property will be returned from the Contractor's facility in its then AS-IS condition. 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 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 shall be paid only for the Work approved in writing (including by email or facsimile) by the District, and such approval shall be completed within ten (10) business days of completion of the Work. Payment must be received by the Contractor within 30 days of date of an invoice for all Work approved in writing and invoices with undisputed and accurate billing information.
- 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 Work, work hours, facility, and/or other work for which payment is claimed in a manner consistent with the Statement of Work.
- 5.5.4 The Contractor shall submit the monthly invoices to the District by the 15<sup>th</sup> 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 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@fire.lacounty.gov](mailto:Dennis.Blumenthal@fire.lacounty.gov) for review and approval of all invoices; and
  - 2. [Fire-InvoiceSubmission@fire.lacounty.gov](mailto:Fire-InvoiceSubmission@fire.lacounty.gov) for payment of all invoices.

The Contractor's invoices shall include the following:

- Payment Terms Net 30 days from date of invoice
- Contract Number
- Date(s) of Service
- Work Authorization Number and a copy of the form or other written authorization of the Work
- A breakdown of labor hours and hourly rate

i.e.: 3 hours @ \$20/hour = \$60.00

- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Itemized pricing for each part, component, and/or volume of raw materials used to complete the Work, a brief description of services/deliverables for which payment is claimed, and the individual amount invoiced for each service/deliverable
- Itemized list of all parts, components, and materials provided to complete Work (including manufacturer's part numbers), with itemized unit and aggregate pricing
- Verbiage and pricing that matches and corresponds to the verbiage and pricing within Exhibits B and C
- The total amount of the invoice and/or the not to exceed dollar amount, as applicable
- 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

#### **5.5.6 District Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the District 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 Intentionally Omitted**

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

5.7.1 The County, at its sole discretion, has determined 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.

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

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

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

5.7.5 Payments to Contractor via wire transfer or other methods specified by the Contractor may be given consideration provided the District has the capacity to complete a wire transfer or other specified methods.

## **5.8 Travel**

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

# **6 ADMINISTRATION OF CONTRACT – DISTRICT**

## **6.1 DISTRICT ADMINISTRATION**

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

## **6.2 District Project Director**

*The responsibilities of the District 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.

## **6.3 District Project Manager**

The role of the District Project Manager is to oversee the day-to-day administration of this Contract. The District 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 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.

#### **6.4 District Contract Administrator**

*The responsibilities of the District 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**

### **7.1 Contractor Administration**

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.

### **7.2 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 at District facilities 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**

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract and at District facilities, with a photo identification badge.

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services under this Contract, as determined by the District at the District's sole discretion, shall undergo, and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained 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, the District may request the member of the Contractor's staff be removed immediately from performing services under the Contract. The Contractor shall comply with the District's request at any time during the term of the Contract. The District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

- 7.5.2 The District may immediately deny or terminate facility access to District and County facilities and resources 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 Special Districts, its officers, employees, agents, and volunteers (collectively, County Indemnitees) from and against any and all claims, actions, fees, demands, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable defense costs and legal, accounting and other expert, attorney, consulting, or professional fees (collectively "Damages"), arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, except to the extent any such Damages are caused by the negligence or intentional misconduct of any of the County Indemnities. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the District, with approval not to be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense. 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 Board or District's prior written approval, with such approval not to be unreasonably withheld.
- 7.6.3 Contractor shall inform all its officers, employees, agents, and subcontractors providing services hereunder who may have access to records or information subject to this Paragraph 7.6, 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 G1.

## **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. This includes but is not limited to, the annual

escalation of pricing the Contractor is to provide to the District by July 1<sup>st</sup> of each Contract year.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may propose the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District may propose to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. If the District and Contractor mutually agree 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/her designee may at his/her 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, 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 if the Contractor is about to be acquired by or merged with a third party not belonging to the group the Contractor already belongs to, unless otherwise legally or contractually prohibited from doing so. If the Contractor is restricted from legally or contractually notifying the District of such pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law or existing contract 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 the 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, provided the Contractor, may without prior consent or other approval of the District, assign and delegate particular items of the scope of work hereunder, in whole or in part, to subcontractors, vendors, including, without limitation Pratt & Whitney Canada Corp, and members of its service center network affiliates (affiliates) regularly utilized by the Contractor, to provide particular items of the scope of work.

In the event of such assignment or delegation, the Contractor shall remain the contracting party and liable for the obligations hereunder and the actions of its subcontractors, vendors, and affiliates. All limitations upon damages herein shall apply to the subcontractors, vendors, and affiliates of the Contractor. 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 delegatee or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

- 8.2.3 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 District Project Manager shall submit to the Contractor Project Manager, in writing, any complaints the District may have regarding matters pertaining to the Contract.
- 8.5.2 The Contractor shall 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.

8.5.3 When complaints cannot be resolved informally, a system of follow-through shall be instituted by the Contractor with a formal plan of specific actions and strict time deadlines. The actions and time deadlines shall be mutually agreed upon by the District and the Contractor.

8.5.4 Copies of all written responses shall be sent to the District's Project Manager within five (5) business days of receipt by the Contractor.

## **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, including regulations, ordinances, directives, policies, and procedures ("**Applicable Law**").

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 Applicable Law. 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, with approval not to be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense. 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, with approval not to be unreasonably withheld.

8.6.3 Performance under the Contract is subject to the receipt of any necessary governmental license or similar authorization or approval under all applicable laws.

## **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. The Contractor will comply with said sections of the Los Angeles County Code to the extent the Contractor is engaged in performing Work under the Contract in the County.

### **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 deducts 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.

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, the Contractor to demonstrate, to the District's satisfaction the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or 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, to the Contractor's best knowledge. 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 applicable 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**

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.

### **8.13 Intentionally Omitted**

### **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 its Los Angeles County-based operations are 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 started promptly after the Contractor has become aware of such damage. The Contractor shall not be responsible for indirect, incidental, or consequential damages related to the aforementioned damage, including without limitation, economic loss, and any other exemplary, punitive, or similar damages.

8.16.2 If the Contractor fails to make timely repairs, the District may make any necessary repairs. All reasonable costs incurred 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 District 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 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.

## **8.19 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, with respect to Work performed in the United States, 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 District 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 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").

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 at charges no greater than those charged by subcontractor, in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

### **8.23 Indemnification**

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees (as defined in Paragraph 7.6.2) from and against any and all Damages (as defined in Paragraph 7.6.2) arising from and/or relating to this Contract.

In no event shall Contractor be responsible for any indirect, incidental, or consequential damages arising out of or in connection with this Contract or any act or omission by Contractor. Indirect, special, incidental, or consequential damages include, without limitation, economic loss, loss or damages to any property or person or any other exemplary, punitive, or similar damages, as well as expenses incurred external to the engine as a result of an engine, engine part or part defect. This limitation of liability shall not be interpreted to affect Contractor's obligations with respect to third party claims for bodily injury or death.

Contractor hereby agrees to indemnify, defend, and hold harmless the County Indemnitees from and against any and all claims, losses, liabilities, expenses, demands, suits, or judgments (collectively, "**Claim**") by a third party for death or bodily injury if such death or bodily injury arises directly out of the failure of Contractor's performance of the services under this Contract. Contractor's obligation to so indemnify, defend and hold harmless will survive the expiration or earlier termination of this Contract. In the event any Claim is made against Contractor by a third-party and which is potentially subject to indemnification under this Contract, the party against whom the Claim is directed shall: (i) give prompt written notice of the Claim to the Contractor and (ii) undertake defence of the Claim. District may settle any Claim for which indemnification will be sought unless it obtains Contractor's prior written consent to such settlement.

The foregoing indemnification obligations shall not apply to the extent such damage is caused by the negligence or willful misconduct of any of the District Indemnitees. In no event shall the liability of the Contractor exceed in aggregate, the cost of the services provided for the applicable goods. The District releases the

Contractor from and against all liability beyond such maximum liability.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting or expanding 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 programs of and/or 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. Strictly with respect to loss to the extent arising out of Contractor's legal liability as defined by this Contract, the Required Insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District for claims of losses arising out of the Contractor's actions or omissions. The District in no way warrants 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 Additional 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 within ten (10) business days of Contractor's policy renewal 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 related to this agreement and reasonably estimated to exceed \$5,000, 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 District.



#### **8.24.3 Additional Insured Status and Scope of Coverage**

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

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide District with, or Contractor's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance below minimum required amounts, including insurer, limits of coverage, term of coverage or policy period, and Certificates provided to the District shall evidence the same. 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 below required minimums. 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 recover 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**

With respect to claims related to this Contract, for which Contractor is responsible, claims that result directly and entirely from Contractor's negligence, the Contractor's insurance policies shall be primary with respect to all other sources of coverage available to the Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all the Required Insurance for any loss to the extent arising from or relating to its performance under this Contract, for which the Contractor is responsible, and Certificates of Insurance provided to the District shall evidence the same. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor agrees that its subcontractor's will have insurance coverage reasonable and necessary for their respective scopes of work. 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 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.

#### **8.24.10 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 the 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 acknowledges Contractor intends to utilize one or more of the following to satisfy the Required Insurance provisions: self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance (collectively "Alternative Risk Financing Programs"). The District may in its discretion, elect to review and evaluate the adequacy of the Contractor's Alternative

Risk Financing Programs. In the event that, following such review, the District determines the Contractor's Alternative Risk Programs are inadequate, the District's sole remedy shall be to terminate this Contract by written notice to the Contractor and neither party shall thereafter have any further obligations hereunder except as expressly provided otherwise. The District reserves the right to review, and then approve, Contractor use of Alternative Risk Financing Programs 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 request adjustment to the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures. Any such request shall be considered and processed as a request for a change pursuant to Paragraph 8.1.2 in the Standard Terms and Conditions, Amendments.

### **8.25 Insurance Coverage**

- 8.25.1 **Aviation Commercial General Liability** insurance with limits that include a severability of interest clause providing that such policy shall operate in the same manner as if there were separate policy covering each insured. Also, 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:

Premises Liability (incl. on airport) and Contractual Liability:  
\$50 million/occurrence

Products/Completed Operations Aggregate:  
\$50 million/occurrence

Personal and Advertising Injury:  
\$25 million/offense

Hangarkeepers Liability:  
\$50 million/each  
aircraft/occurrence

- 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 applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal or state workers or workmen's compensation law or any federal occupational disease law.

## **8.26 Intentionally Omitted**

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it in the United States, 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 in the United States are employed, and that employees in the United States 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. Contractor agrees to communicate or flow down the substance of this section 8.28.4 to its affiliates located outside of the United States.
- 8.28.5 The Contractor certifies and agrees that it 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, all to the extent that the subject person performs work in the United States.
- 8.28.6 Subject to reasonable notice provided to the Contractor, Contractor shall allow District representatives access to the Contractor's employment records, pertinent to affirmative action, during regular business hours to verify compliance with the provisions of this Paragraph 8.28 - Nondiscrimination and Affirmative Action when so requested by the District.
- 8.28.7 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 the Contractor has violated the anti-discrimination provisions of 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. Notwithstanding the foregoing, Contractor reserves the right to pursue an alternate course of action.

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

The Contractor shall notify its employees in the United States and shall require each subcontractor to notify its employees in the United States, 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 Intentionally Omitted**

### **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.

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted and used 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. In the event of any request by any third party for items marked "trade secret", "confidential", or "proprietary", the District shall promptly notify the Contractor of the request and provide the Contractor an opportunity to oppose the request, up to three (3) business days prior to a statutory response deadline.

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 cooperate with the District in defending such action. The Contractor shall 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 should the costs and expenses arise from Contractor's redactions, or unlawful withholding of records.

### **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 in a manner consistent with its ordinary practices, maintain accurate and complete work authorization files and records of all Work performed by the Contractor under this Contract during the term of this Contract and for a period of three (3) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. The Contractor agrees the District, or its authorized representatives, shall have access to and the right to examine, audit, and summarize (but not copy) such files and records that directly pertain to the Contract. All such material shall be maintained by the Contractor at the location the Contractor ordinarily maintains material of a similar nature under other contracts. If any such material is located outside Los Angeles County, the District and the Contractor shall cultivate mutually agreed upon methods for the District to examine, audit, or summarize such material at such other location. Nothing in this section shall be seen as an obligation for the Contractor to create documents and records that do not already exist. If documents and records include information not directly related to the Contract, Contractor is

entitled to redact such non relevant information before sharing documents and records with the District. The Contractor shall 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 should the costs and expenses arise from Contractor's redactions, or unlawful withholding of records.

8.38.2 In the event 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 three (3) 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 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**; provided the Contractor or any of the assignee's or subcontractors permitted in this paragraph may, without prior consent or other approval of the District: (i) subcontract or assign requirements, or duties under this Contract, in whole or in part, to corporate affiliates of the Contractor, including and without limitation, Pratt & Whitney Canada Corp; (ii) subcontract, assign, or delegate particular items of the scope of work hereunder, to subcontractors or vendors regularly utilized by the Contractor or its affiliates, and pre-approved by the Contractor or such affiliate's quality systems, to provide the subject items of the scope of work. All limitations upon damages herein shall apply to the subcontractors and affiliates of the Contractor. Any attempt by the Contractor to subcontract without the prior consent of the District, except as permitted above without consent or approval, may be deemed a material breach of this Contract.
- 8.40.2 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.
- 8.40.3 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 at District facilities under this Contract; provided the District shall exercise such right reasonably. In the event the District cancels or withdraws any prior approval of personnel and such action materially impacts Contractor's ability to perform under the Contract, the Contractor shall so notify the District and its time for performance shall be extended until the parties discuss the situation and determine a mutually agreeable resolution. The Contractor is responsible to notify its subcontractors of this District right.
- 8.40.4 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, the Contractor shall forward a fully executed subcontract to the District for their files.

8.40.5 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.

8.40.6 The Contractor shall obtain certificates of insurance, for those subcontractors for which the District's approval is required per 8.40.1, which establishes 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**

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. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) 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 The Contractor shall maintain records for any such stopped Work in accordance with Paragraph 8.38 - Record Retention and Inspection-Audit Settlement.

#### **8.43 Termination for Default**

8.43.1 The District or Contractor may, by written notice to the other party, terminate the whole or any part of this Contract, if, in the reasonable judgment of District or Contractor:

8.43.1.1 District or Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any Work required under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within thirty (30) business days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure, except in the circumstance the Contractor's failure is a result of the acts or omissions of the District.

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services, except to the extent such excess costs result from the purchase of similar goods and services from a third party. 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 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 pre-qualified in the Contractor's quality system (i.e., affiliates), at prices no greater than those charged by the subcontractor, and 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 and/or Contractor 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.

#### **8.44 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 Either party may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 A party shall be deemed to be insolvent ("Insolvent Party") 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 Insolvent Party is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Insolvent Party, under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Insolvent Party, if the order or decree of appointment is not dismissed, stayed, or vacated

within thirty (30) days of filing; or

8.45.1.4 The execution by the Insolvent Party, of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District and the Contractor 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 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 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, and the termination of this Contract, at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the District or the Contractor 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 or the Contractor 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**

The Contractor shall notify its employees at its California based facilities, and shall require each subcontractor to notify and provide to its employees at their California based facilities, 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 the 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**

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

### **8.57 Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very

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

#### **8.58 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.
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 Health Card 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.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Deliveries**

- 9.1.1 The handling and logistics of deliveries of the District's engines and engine accessories requiring Work hereunder to the Contractor, its affiliates, or its subcontractors, and return delivery of such engines and engine accessories by Contractor, its affiliates, or its subcontractors to the District shall be managed by the Contractor.
- 9.1.2 Title to all goods furnished by the Contractor under this Contract shall pass to the District upon delivery.
- 9.1.3 All Work completed by the Contractor, its affiliates, and its subcontractors for the District shall be inspected and approved by the Cypress facility prior to delivery to the District.

### **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**

- 9.3.1 Contractor shall not take any steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Administrator with reasonable promptness in writing of any change in Contractor's corporate name.
- 9.3.2 If, in the District's reasonable judgement, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

- 9.3.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
- 9.3.2.2 Suspend Contractor from performing Contract tasks until a remedy has been reached.
- 9.3.2.3 Terminate this Contract pursuant to Paragraph 8.43 - Termination for Default.

## **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 each party and executed by the District and the Contractor. 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**

- 9.5.1 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. 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 District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.6.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall instruct the Contractor to stop, in whole or in part, Work under this Contract. During the suspension, Contractor has a continuing obligation to remedy any conditions or processes that resulted in the areas of non-compliance which have been

identified by the District or its duly authorized representative(s). The District shall monitor Contractor's implementation of 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 thirty (30) 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 reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.
- 9.6.5 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.



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 2023.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By \_\_\_\_\_  
Fire Chief

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

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

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

### BOARD OF SUPERVISORS

HILDA L. SOLIS  
FIRST DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

SHEILA KUEHL  
THIRD DISTRICT

JANICE HAHN  
FOURTH DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

November 18, 2021

**ENCLOSURE B**

TO: EACH SUPERVISOR

FROM: ANTHONY C. MARRONE, INTERIM FIRE CHIEF 

### **EXPIRATION OF SOLE SOURCE CONTRACT WITH PRATT & WHITNEY CANADA FOR THE REPAIR, OVERHAUL, AND EXCHANGE OF THE DISTRICT'S BELL 412 HELICOPTER PT6T-3 SERIES ENGINES, AND ENGINE ACCESSORIES**

In accordance with Board Policy Number 5.100, Sole Source Contracts, this is to inform your Honorable Board that the current sole source contract #78808 between the Consolidated Fire Protection District of Los Angeles County (District) and Pratt & Whitney Canada (P&WC) is due to expire on May 8, 2022.

P&WC provides repair, overhaul, and exchange services for the District's Bell 412 helicopter engines and engine accessories. P&WC's warranty will be voided if the engine or engine components of the Bell 412 helicopters are repaired, overhauled, or tampered with in any way by any person other than P&WC's network service center facilities personnel.

This memo also serves to notify your Board of the District's intent to enter into negotiations with P&WC to establish a new sole source contract and continue repair, overhaul, and exchange services for the PT6T-3 series engines, and engine accessories. The District will commence contract negotiations within four weeks unless otherwise instructed by your Board.

If you have any questions, please contact me at (323) 881-6180, or your staff may contact Chief Deputy Dawnna B. Lawrence at (323) 881-2478.

ACM:ah

c: Fesia A. Davenport  
Celia Zavala  
Sheila Williams  
Each Board Deputy

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

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

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

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

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

LAWNDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

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

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

# SOLE SOURCE CHECKLIST

ENCLOSURE C

Department Name: \_\_\_\_\_

☐ New Sole Source Contract

☐ Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

| Check<br>(✓) | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b><br>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 <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>  |
|              | ➤ 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*

Chief Executive Office

Date



SELWYN HOLLINS  
Director

# County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*"Trusted Partner and Provider of Choice"*

June 27, 2023

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 NEW BOARD POLICY PROHIBITING FIREARM AND AMMUNITION SALES (ALL DISTRICTS - 3 VOTES)**

### **SUBJECT**

Recommendation to approve the Prohibiting Firearm and Ammunition Sales Policy that will prohibit the sale of firearms and ammunition for Los Angeles County Departments and establish guidelines for the destruction of such firearms and repurposing of ammunition.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached Prohibiting Firearm and Ammunition Sales (Policy) that will prohibit the sale of firearms and ammunition for Los Angeles County Departments and establish guidelines for the destruction of such firearms and repurposing of ammunition.
2. Instruct the Director of Internal Services Department (ISD) to issue Implementation Guidelines for the Destruction of Firearms and Repurposing of Ammunition to all departments.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended Policy (Attachment 1) is a result of the January 24, 2023, County of Los Angeles Board of Supervisors Motion, Ending Los Angeles County's Practice of Firearm and Ammunition Auctions (Motion) that directed the Internal Services Department to develop a policy to ban the sale of firearms and ammunition coupled with a plan to destroy any firearms and ammunition, including the firearms and ammunition that the Probation Department recently auctioned (Directive Three).

The recommended Policy responds to this directive. The proposed Policy will be applicable to all County departments and will effectively prohibit the sale of firearms and ammunition. More specifically, the subject Policy will require departments to destroy any surplus firearms to ensure such firearms are not sold or placed back into circulation outside of County departments, unless in accordance with the exemptions provided under California Penal Code 32000, et seq., Los Angeles County Code § 13.67.050, and/or California Code, Public Contract Code § 10334. Additionally, the Policy will require County departments to repurpose its ammunition as established in the Policy Implementation Guidelines (Attachment 2).

On May 17, 2023, the County Audit Committee approved the Policy and the Implementation Guidelines.

## **Implementation of Strategic Plan Goals**

Board approval of the recommended actions supports the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by effectively prohibiting the sale of firearms and ammunition.

## **FISCAL IMPACT/FINANCING**

No fiscal impact.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended Countywide policy prohibits County departments from engaging in the sale of, or auction of, firearms and ammunition, including surplus firearms and/or ammunition, unless in accordance with the exceptions provided under California Penal Code 32000, et seq., Los Angeles County Code § 13.67.050, and/or California Code, Public Contract Code § 10334.

The Policy will be effective upon your Board's approval.

Each Supervisor  
June 27, 2023  
Page 3

ISD has developed Policy Implementation Guidelines to guide County departments through the implementation process. Each County department must comply with the Implementation Guidelines for the Destruction of Firearms and Repurposing of Ammunition (Implementation Guidelines). As set forth in the Implementation Guidelines, all excess firearms must be destroyed and not sold or placed back into public circulation, unless in accordance with the exceptions provided under California Penal Code 32000, et seq., Los Angeles County Code § 13.67.050, and/or California Code, Public Contract Code § 10334. All surplus ammunition must be repurposed as set forth in the Implementation Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended Policy will effectively prohibit the sale of firearms and ammunition and require County departments to repurpose its ammunition as established in the Policy Implementation Guidelines.

### **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors return two stamped copies of the approved Board letter to the Director, ISD.

Respectfully submitted,

SELWYN HOLLINS  
Director

SH:MO:LG:CC

Attachments

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel  
Sheriff's Department



# Los Angeles County BOARD OF SUPERVISORS POLICY MANUAL

| Policy #:    | Title:  | Effective Date: |
|--------------|---|-----------------|
| <b>3.XXX</b> | <b>Prohibiting Firearm and Ammunition Sales</b> | <b>00/00/23</b> |

## PURPOSE

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To prohibit the sale of firearms and ammunition for Los Angeles County Departments and establish guidelines for the destruction of such firearms and repurposing of ammunition.

## REFERENCE

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[January 24, 2023, Board Motion - Ending Los Angeles County's Practice of Firearm and Ammunition Auctions](#)

[California Penal Code 32000, et seq. \(State Exemptions for Authorized Peace Officers | State of California - Department of Justice - Office of the Attorney General\)](#)

[Los Angeles County Code § 13.67.050](#)

[California Code, Public Contract Code - PCC § 10334](#)

May 2023 Implementation Guidelines for the Destruction of Firearms and Repurposing of Ammunition

## POLICY

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This policy is applicable to all County departments.

The County Board of Supervisors has adopted this Countywide policy that prohibits County departments from engaging in the sale of, or auction of, firearms and ammunition, including surplus firearms and/or ammunition, unless in accordance with the exceptions provided under California Penal Code 32000, et seq., Los Angeles County Code § 13.67.050, and/or California Code, Public Contract Code § 10334.

### Department Responsibilities:

Each County department must comply with the Implementation Guidelines for the Destruction of Firearms and Repurposing of Ammunition (Implementation Guidelines). As

set forth in the Implementation Guidelines, all excess firearms must be destroyed and not sold or placed back into public circulation, unless in accordance with the exceptions provided under California Penal Code 32000, et seq., Los Angeles County Code § 13.67.050, and/or California Code, Public Contract Code § 10334. All surplus ammunition must be repurposed as set forth in the Implementation Guidelines.

**RESPONSIBLE DEPARTMENTS**

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Internal Services Department  
County Counsel  
Chief Executive Office  
Sheriff's Department

**DATE ISSUED/SUNSET DATE**

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**Issue Date: XXXX**

**Sunset Review Date: XXXX**



**COUNTY OF LOS ANGELES**

**IMPLEMENTATION GUIDELINES**  
**FOR**  
**THE DESTRUCTION OF FIREARMS AND**  
**REPURPOSING OF AMMUNITION**



**MAY 2023**

## **1.0 BACKGROUND**

On January 24, 2023, the County of Los Angeles Board of Supervisors adopted the [Ending Los Angeles County's Practice of Firearm and Ammunition Auctions Motion](#) (Motion) directing the Internal Services Department (ISD), in coordination with the Chief Executive Office (CEO), to develop a policy to ban the sale of firearms and ammunition coupled with a plan to destroy any (surplus) firearms and ammunition.

In response to the Board Motion, ISD, CEO, County Counsel, and Sheriff's Department developed Board Policy 3.XXX (Prohibiting Firearm and Ammunition Sales) which prohibits County departments from engaging in the sale of, or auction of, firearms and ammunition, including surplus firearms and/or ammunition, and requires that all excess firearms be destroyed and not sold or placed back into public circulation, unless in accordance with the exceptions provided under the subject Policy. The Policy further requires that County departments repurpose all surplus ammunition and comply with the procedures set forth in these Implementation Guidelines.

## **2.0 PROCESS FOR UTILIZING COUNTYWIDE AGREEMENT FOR THE DESTRUCTION OF FIREARMS**

ISD has executed a Countywide agreement (Attachment 1) that can be utilized by all County departments, to ensure that surplus firearms are destroyed in accordance with state and local environmental rules and regulations, including the Bureau of Alcohol, Tobacco, Firearms and Explosives regulations. Pursuant to the terms of the agreement, the contracted vendor (Contractor) will provide firearm destruction services at no cost to County departments.

To utilize the Countywide agreement, the department in possession of excess firearms (Department) must:

- 2.1 Comply with the [County's Fiscal Manual](#) practices and procedures, specifically as set forth in Section 6.8.0 (Non-Capital Asset Equipment) and 6.9.2 (Missing or Destroyed Equipment).
- 2.2 Contact the Contractor to arrange a mutually agreeable date and time to arrange for the drop-off of surplus firearms to be destroyed. The Department in possession of surplus firearms will be responsible for the safe transportation of surplus firearms to the Contractor's facility.
  - 2.2.1 Standard hours of operation for the Contractor are as follows:  
7:00am to 4:00pm (subject to change at Contractor's discretion).

2.2.2 Contractor's location for drop-off is as follows:

SA Recycling Anaheim

3200 E Frontera

Anaheim, CA 92806

2.2.3 For Appointments Contact: James Bandy [jbandy@sarecycling.com](mailto:jbandy@sarecycling.com)  
or 714-412-7546

- 2.3 Obtain a Certificate of Destruction from the Contractor for each lot of firearms destroyed/shredded, and follow the County's retention policy for records, pursuant to [Board Policy 3.040 - Records Management and Archive of County Records](#).
- 2.4 Enter each firearm into the Automated Firearms System (AFS) via the Justice Data Interface Controller (JDIC) to classify the firearm as destroyed. Departments should make entries themselves to show a firsthand record of the Department responsible for the destruction. If a Department does not have access to AFS, the Sheriff's Department should be contacted to make the entries. In these instances, a note should be added to the entry to indicate which Department was responsible for the destruction.
- 2.5 Provide notification, and a copy of the Certificate of Destruction, to [ISDContracts@isd.lacounty.gov](mailto:ISDContracts@isd.lacounty.gov) once firearms and/or ammunition have been shredded/repurposed, in accordance with these Implementation Guidelines.

### **3.0 REPURPOSING AMMUNITION – TRANSFERRING TO SHERIFF'S DEPARTMENT**

Surplus ammunition will be collected and transferred to the Sheriff's Department to be repurposed and used in their training exercises. Departments in possession of excess ammunition must:

- 3.1 Departments must comply with the [County's Fiscal Manual](#) practices and procedures, specifically as set forth in Section 6.8.0 (Non-capital asset equipment).
- 3.2 Contact the Sheriff's Department at [tb\\_weapons\\_trng\\_bc@lasd.org](mailto:tb_weapons_trng_bc@lasd.org) to arrange a mutually agreeable date for the transfer of ammunition to the Sheriff's Department. The Department in possession of surplus ammunition will be responsible for the safe transportation of surplus ammunition to the Sheriff's Department.

- 3.3 Provide notification to [ISDContracts@isd.lacounty.gov](mailto:ISDContracts@isd.lacounty.gov) once firearms and/or ammunition have been shredded/repurposed, in accordance with these Implementation Guidelines.