



# Board of Supervisors Public Safety Cluster Agenda Review Meeting

**DATE:** March 5, 2024

**TIME:** 9:30 a.m. – 11:00 a.m.

**MEETING CHAIR:** Steven Edwards, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Dardy Chen

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

Members of the Public may address the Public Safety Cluster on  
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL  
\*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

## 1. CALL TO ORDER

## 2. 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:

ACCEPT A GRANT AWARD FROM CALIFORNIA GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES FOR FISCAL YEAR 2023 HOMELAND SECURITY GRANT  
PROGRAM

Speaker(s): Roberto Hernandez and Lisa Dye (Sheriff's)

- B.** Board Letter:  
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S REQUEST FOR BOARD APPROVAL OF A STANDARDIZED MEMORANDUM OF AGREEMENT PURSUANT TO COUNTY FISCAL MANUAL SECTION 16.1.3  
Speaker(s): Anne Tremblay (Sheriff's)
- C.** Board Letter:  
APPROVAL OF CONTRACTS FOR AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING REPAIR AND REPLACEMENT SERVICES  
Speaker(s): Thomas Brown, Alan Murphy, and Julia Kim (Fire)
- D.** Board Letter:  
ADVERTISING LICENSE AGREEMENT WITH MAXWELL INTERSTATE, LLC  
Speaker(s): Marcia Velasquez, and Julia Kim (Fire)
- E.** Board Letter:  
AUTHORIZE THE DISTRICT ATTORNEY TO EMPLOY A RETIRED COUNTY EMPLOYEE ON A TEMPORARY BASIS AND GRANT AN EXCEPTION TO THE 180-DAY WAITING PERIOD REQUIRED UNDER THE CALIFORNIA PUBLIC EMPLOYEE'S PENSION REFORM ACT  
Speaker(s): Chavon Smith (DA)

### **3. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Letter:  
AUTHORIZE THE COUNTY PURCHASING AGENT ON BEHALF OF THE SHERIFF TO PURCHASE ONE REPLACEMENT RESCUE HELICOPTER, ACQUIRE ONE SALVAGE RESCUE HELICOPTER AIRFRAME, AND APPROVE APPROPRIATION ADJUSTMENT FISCAL YEAR 2023-24  
Speaker(s): Glen Joe and Blanca Arevalo (Sheriff's)
- B.** Board Letter:  
AMEND SECTION TITLE 13 – PUBLIC PEACE, MORALS AND WELFARE BY ADDING CHAPTER 13.200 OF THE COUNTY CODE TO ADOPT A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE SECTION 7071  
Speaker(s): Christopher Minott (Sheriff's)
- C.** Board Briefing:  
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

### **4. GENERAL PUBLIC COMMENT**

### **5. ADJOURNMENT**

**CLOSED SESSION ITEM(S):**

**CS-1      CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
(Subdivision (a) of Government Code Section 54956.9)

**Isaias Cervantes v. County of Los Angeles, et al.**  
Los Angeles Superior Court Case No. 21SCV29317

Department: Sheriff's

**6.    UPCOMING ITEM(S) FOR MARCH 13, 2024:**

- A.**    Board Briefing:  
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING  
Speaker(s): Sharmaine Moseley (COC)

March 19, 2024

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM CALIFORNIA GOVERNOR'S  
OFFICE OF EMERGENCY SERVICES FOR  
FISCAL YEAR 2023 HOMELAND SECURITY GRANT PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request Board approval to execute the attached Governing Body Resolution, Attachment I (Resolution) and authorize the Sheriff of the Los Angeles County (County) to accept and execute a grant award in an amount up to \$2,887,500 from the California Governor's Office of Emergency Services (Cal OES) for the Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP). The HSGP is financed by the United States Department of Homeland Security (DHS) funds, Catalog of Federal Domestic Assistance (CFDA) Number 97.067, passing through Cal OES. The HSGP will fund the Regional Threat Assessment Center (RTAC) Program for the prevention of terrorism and the enhancement of all crime/hazard prevention support functions of the County Sheriff's Department's (Department) Joint Regional Intelligence Center (JDIC) Fusion Center.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt the attached Resolution that delegates authority to the Sheriff, or his designee, as an agent for the County, to execute the FY 2023 HSGP awards and take any actions necessary for the purpose of obtaining the HSGP federal financial

assistance provided by the DHS and sub-granted through Cal OES, as a requirement of the grant application process.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Grant Award Notification Number 2023-0042, Cal OES Identification Number 037-91034, in the amount of \$2,887,500, with no required match by Cal OES for the FY 2023 HSGP grant funds, CFDA Number 97.067, as distributed through Cal OES, for the grant period of September 1, 2023, through May 31, 2026.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to, agreements, amendments, modifications, extensions, augmentations, and reimbursement requests necessary for completion of the FY 2023 HSGP.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute funding agreements with various outside law enforcement agencies, including, but not limited to, the Los Angeles County District Attorney's Office (LADA), Los Angeles Police Department (LAPD), California Highway Patrol (CHP), and the State of California (State) Department of Justice (DOJ) for reimbursement of FY 2023 HGSP funds, and to execute, as necessary, all future amendments, modifications, extensions, and augmentations to such funding agreements.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the RTAC Program in future FYs, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

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

The DHS has released FY 2023 HSGP funding through Cal OES to enhance the capacity of State and local agencies to identify and respond to acts of terrorism, as well as natural disasters. This grant award is specifically designed for the JRIC, which is the Greater Los Angeles Area Fusion Center and managed by the Department. The grant funding provided to the County for the JRIC is used for planning, equipment, training, organization, program management, and administration for terrorism prevention, preparedness, and response. Overtime funds are distributed among the Department, CHP, LADA, and LAPD personnel. Overtime activities may include working on tips and leads, Terrorism Liaison Officer (TLO) Coordination, support of authorized security activities (SEAR events and state of emergencies), attendance of DHS/Federal Emergency Management Agency approved training, after-hour calls or responses, event

follow-up, among other activities. One DOJ employee manages the JRIC website and assists the TLO Coordination Program with planning, coordinating, tracking, and scheduling all terrorism-related training. Equipment purchases may include general office supplies, information technology (IT) subscription services for intelligence analysts to perform data mining, as well as IT maintenance and malware detection/prevention, and wireless data and service plans for smart tablets and phones and various other software and equipment.

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

This program supports County Strategic Plan, Goal III.4, Engage and Share Information with Our Customers, Communities, and Partners. The JRIC is an information sharing program that collects and relays data and information to internal and external customers, communities, and partners to enable informed decision-making for the protection of our communities.

### **FISCAL IMPACT/FINANCING**

The FY 2023 HSGP funding of \$2,887,500 will be utilized for the following: salaries and employee benefits (\$57,000-overtime only), services and supplies (\$2,685,000-training, contracts, IT, and planning), and other charges (\$145,500-participating agencies). The HSGP is a three-year period grant that is applied for on an annual basis and runs concurrently. Funding for FY 2024-25 will be included within the Department's FY 2024-25 Supplemental Budget Request.

This is the 12th year the Department will receive direct funding for this program.

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

The Statement of Proceedings of the 2021 HSGP, dated April 19, 2022, required the Sheriff to allow the Inspector General to monitor the operations of the Sheriff's and the Department's activities as they relate to the JRIC.

The Department submitted an advanced notification of intent to apply to the Board, for FY 2024-25, on January 30, 2023.

The Department submitted a grant application on March 1, 2023, and upon review of the Department's application, the Cal OES awarded the grant in the amount of \$2,887,500 with no match requirement to the Department. The grant period will be from September 1, 2023, through May 31, 2026. On November 13, 2023, the Department provided a copy of Cal OES' subaward approval letter to the Office of Inspector General

and notified them of its intention to seek Board approval to accept this grant. On November 14, 2023, the Department provided a copy of the Cal OES' subaward approval letter to the Civilian Oversight Commission and notified them of its intention to seek Board approval to accept this grant.

The Cal OES requires that the Resolution be adopted by the Board, as evidence, that certain County personnel have the authority to execute, on behalf of the County, grant awards and all other necessary actions needed for the purpose of the FY 2023 HSGP funding.

The Sheriff requests delegated authority to execute funding agreements with outside law enforcement agencies, including, but not limited to, the LADA, LAPD, CHP, and DOJ for reimbursement of FY 2023 HSGP funds, for services rendered for the JRIC, and to execute, as necessary, all future amendments, modifications, extensions, and augmentations to such funding agreements.

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

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

The FY 2023 HSGP funding will have a positive impact on current services by improving and enhancing the County's ability to mitigate all threats and incidents of terrorism.

**CONCLUSION**

Upon Board approval, please return two copies of the adopted Board letter and two original signed Resolutions to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA  
SHERIFF

RGL:JT:CM:tv  
(Financial Programs Bureau–Grants Unit)

- c: Board of Supervisors, Justice Deputies  
Jeff Levinson, Interim Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Holly A. Francisco, Assistant Sheriff, Countywide Operations  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Jose G. Mendoza, Acting Chief, Detective Division  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Michael W. Hanneman, Commander, Detective Division  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau (FPB)  
Robert E. Peacock, Acting Captain, Major Crimes Bureau (MCB)  
Rene A. Garcia, Lieutenant, ASD  
Roberto Hernandez, Lieutenant, MCB  
Edmund N. Eftychiou, Sergeant, MCB  
Erica M. Nunes, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
Lisa Dye, Administrative Services Manager (ASM) I, FPB, Grants Unit  
Tran Vo, Operations Assistant III, FPB, Grants Unit  
(Grants – Homeland Security Grant Program – 03-06-2024)



**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**Grant Project Title and Description:** 2023 Homeland Security Grant Program

The Homeland Security Grant Program (HSGP) will fund the Regional Threat Assessment Center Program (RTAC) for the prevention of terrorism and the enhancement of all crime/hazard prevention support functions of the Sheriff's Department's (Department) Joint Regional Intelligence Center (JRIC) fusion center. The grant funding is used for planning, equipment, training, organization, program management, and administration for terrorism prevention, preparedness, and response.

**Funding Agency**  
United States Department of  
Homeland Security, Federal  
Emergency Management Agency

**Program (Fed. Grant # /State Bill or Code #)**  
Subaward #2023-0042

**Grant Acceptance Deadline**  
Upon Board Acceptance

**Total Amount of Grant Funding:** \$2,887,500

**County Match:** \$0

**Grant Period:** 36 Months

**Begin Date:** September 1, 2023

**End Date:** May 31, 2026

**Number of Personnel Hired Under This Grant:** 0

**Full Time:** 0 **Part Time:** 0

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program? **N/A**

Will all personnel hired for this program be placed on temporary ("N") items? **N/A**

Is the County obligated to continue this program after the grant expires? **NO**

If the County is not obligated to continue this program after the grant expires, the Department will:

(a) Absorb the program cost without reducing other services **NO**

(b) Identify other revenue sources (describe below)  
Grant Funds

(c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. **YES**

**Impact of additional personnel on existing space:** N/A

**Other requirements not mentioned above:** None

**Robert G. Luna** \_\_\_\_\_ **Date** \_\_\_\_\_

Governing Body Resolution  
Fiscal Year 2023  
Homeland Security Grant Program

*BE IT RESOLVED* by the Board of Supervisors of the County of Los Angeles that

Sheriff of Los Angeles County	OR
Undersheriff of Los Angeles Sheriff's Department (LASD)	OR
Assistant Sheriff, Chief Financial and Administrative Officer (CFAO) of LASD	OR
Director of Financial Programs Bureau, LASD	OR
Captain of Emergency Operations Bureau, RTAC Program	OR
Project Manager of the HSGP, RTAC Program	OR
Assistant Project Manager of the HSGP, RTAC Program	

is hereby authorized to execute for and on behalf of the County of Los Angeles, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California; and

Be it further resolved that (1) the County agrees to provide all matching funds required for the grant project and that any cash match will be appropriated as required; (b) any liability arising out of the performance of the grant agreement shall be the responsibility of the County; and (c) grant funds shall not be used to supplant expenditures controlled by the County Board of Supervisors.

The foregoing Governing Body Resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

**ATTACHMENT I**

CELIA ZAVALA  
Executive Officer-Clerk  
of the Board of Supervisors of  
the County of Los Angeles

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

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: Michèle Jackson  
Principal Deputy County Counsel



October 18, 2023

Robert Luna  
Sheriff  
Los Angeles County Sheriff's Department  
211 West Temple Street, 6th Floor  
Los Angeles, CA 90012

**DELIVERED VIA E-MAIL:** [grantsunit@lasd.org](mailto:grantsunit@lasd.org)

**SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**

Joint Regional Intelligence Center  
Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP)  
Subaward #2023-0042, Cal OES ID#037-91034  
Subaward Period of Performance: 09/01/2023-05/31/2026

Dear Sheriff Luna:

We are pleased to announce the approval of your FY 2023 HSGP subaward in the amount of \$2,887,500. Your subaward funding consists of: \$537,500 State Homeland Security Funds and \$2,350,000 Urban Area Security Initiative Funds.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive

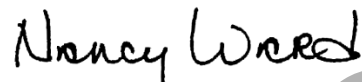


procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES via the FEMA Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



NANCY WARD  
Director

March 19, 2024

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:

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S REQUEST FOR BOARD  
APPROVAL OF A STANDARDIZED MEMORANDUM OF AGREEMENT  
PURSUANT TO COUNTY FISCAL MANUAL SECTION 16.1.3  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval to execute Memorandum of Agreements (MOAs) with foundations and support groups that work closely with the Department.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent of the County, to use the attached standard MOA format to execute agreements with the various foundations and support groups that the Department collaborates with in accordance with the County Fiscal Manual (CFM) Section 16.1.3.
2. Delegate authority to the Sheriff, or his designee, as an agent of the County, to execute all amendments and modifications to the MOAs as necessary for effective collaboration in accordance with CFM Section 16.1.3.

### **PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION**

As part of its efforts to ensure compliance with County rules and regulations, the Department seeks to ensure compliance with CFM Section 16.1.3 and has prepared the attached standard MOA.

In addition to seeking approval of the standard MOA, to ensure compliance with County rules and regulations, the Department has issued a new fiscal notice (No. 192) which details the proper procedures for units receiving donations, regardless of value, and outlines the quarterly reporting procedures and donor acknowledgement requirements. The Department is reporting all donations in quarterly reports to the Board of Supervisors pursuant to CFM Section 2.4.2.

Furthermore, in consultation with County Counsel and after receiving feedback from the Office of the Inspector General, the Department is undertaking revisions to its Manual of Policies and Procedures (MPP) related to donations, fundraising, and employee-maintained funds. The new MPP sections are designed to promote accountability and to ensure compliance with all applicable local, state, and federal laws and County rules and regulations. Training as to the proposed MPP sections and the CFM is currently underway. Command staff members are aware of these changes and the requirement that the Department come into full compliance.

As part of this effort, we are establishing a new MOA with each foundation and support group that works with the Department. As a result, pursuant to the CFM Section 16.1.3, the Department requests approval of the attached standard MOA, drafted in consultation with County Counsel, that will be used to formalize its relationship with foundations and support groups. The executed MOAs will also be posted to the Department's transparency page.

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

Approval of this recommended action is consistent with the County's Strategic Plan, Goal III, Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Goal II, Strategy II.2.1, Reducing Violence in Communities. The Department's collaboration with these organizations and the resources they provide to both the Department and the community will support our efforts to develop comprehensive, place-based plans to reduce violence.

**FISCAL IMPACT/FINANCING**

There is no adverse fiscal impact, and the donations provided to the Department may assist the Department in addressing its needs without seeking additional County funding.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of each MOA shall commence upon execution by both parties and will remain in force for a period of five (5) years unless terminated by either party in accordance with the MOA.

County Counsel has reviewed and approved the attached MOA as to form.

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

None. The Department has the resources required to continue collaborating with these organizations.

**CONCLUSION**

Upon approval by the Board, it is requested that the Clerk of the Board return one original adopted letter to the Department's Office of Constitutional Policing.

Sincerely,

ROBERT G. LUNA  
SHERIFF



RGL:EMD:act  
(Office of Constitutional Policing)

- c: Board of Supervisors, Justice Deputies  
Jeff Levinson, Interim Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Lana Choi, Senior Deputy County Counsel, Sheriff's 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  
Eileen M. Decker, Division Director, Office of Constitutional Policing  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
Rene A. Garcia, Lieutenant, ASD  
Christopher R. Minott, Lieutenant, Office of Constitutional Policing  
Erica M. Nunes, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
(Office of Constitutional Policing - MOA County Fiscal Manual Section [16.1.3] 03-19-24)

## **MEMORANDUM OF AGREEMENT**

### **BY AND BETWEEN**

**COUNTY OF LOS ANGELES, LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

### **AND**

**[FOUNDATION/ORGANIZATION NAME]**

This Memorandum of Agreement ("Agreement") is made and entered into by and between the County of Los Angeles by and through the Los Angeles County Sheriff's Department ("County") and [ORGANIZATION NAME], a California nonprofit public benefit corporation [{"NAME ABBREVIATED"}], effective upon execution by both parties.

### **RECITALS**

WHEREAS, the County is authorized by Government Code Section 25355 to accept gifts made to the County, or to or in favor of the Board of Supervisors in trust for any public purpose, and to delegate to any County officer the power to accept gifts made to or in favor of the County; and

WHEREAS, the County, through LASD, desires to establish cooperative relationships with community-based, nonprofit entities; and

WHEREAS, LASD is responsible for providing law enforcement and investigation services to a population of over 3 million residents in an area covering over 3,100 square miles, running the largest jail system in the United States, providing security at courthouses throughout the County, and performing numerous other public safety-related functions County-wide; and

WHEREAS, the corporate charter of [NAME] provides that its purpose is to raise funds and provide [MISSION AND GOALS];

WHEREAS, [NAME] and the LASD have worked collaboratively since [YEAR];

WHEREAS, [NAME] intends to solicit, receive and distribute funds for the direct or indirect benefit of LASD, its mission, and the community at large; and

WHEREAS, in furtherance of that objective, and to comply with current County policies and procedures, the County and [NAME] desire to clarify their relationship and generally define their respective roles and responsibilities pertaining to [NAME]'s activities in support of LASD;

THEREFORE, in consideration of the foregoing and the terms, covenants and conditions herein contained, the County and [NAME] agree as follows:

## **I. ROLES AND RESPONSIBILITIES**

- a. [NAME] agrees that it will solicit funds and conduct fundraising activities in accordance with the terms of this Agreement, and that said funds will be used for the direct or indirect benefit of LASD, its mission, and the community at large.
- b. [NAME] agrees that it has read and understands the Core Values of the LASD, a copy of which is attached and incorporated into this Agreement as Exhibit A. [NAME] further agrees that it and its representatives, officers, volunteers, agents and employees will conduct themselves in a professional manner consistent with said Core Values when conducting any activities on behalf of LASD.
- c. The County agrees that [NAME] may use the name, and any related names, acronyms, logos, likeness and trademarks of LASD ("LASD Intellectual Property") in furtherance of its fundraising activities. [NAME] shall at all times use said LASD Intellectual Property in a professional, respectful and appropriate manner. Further, any such use shall be consistent with the most current version of LASD's Manual of Policy and Procedures (MPP). In no case may [NAME] use any LASD Intellectual Property in violation of California Penal Code sections 538d or 538e, or County Code section 5.64.310. [NAME] agrees that upon notice from LASD that LASD objects for any reason to a particular use of LASD Intellectual Property, [NAME] will immediately cease that particular use.
- d. LASD agrees to work collaboratively with [NAME] to support its fundraising activities, and such collaboration may include providing access to, and/or use of, LASD facilities in accordance with mutually agreed upon terms, the appearance and/or participation by Department personnel at [NAME] events, and other support as deemed appropriate by the Sheriff or his designee. [NAME] agrees that an LASD employee may attend [Name] board meetings in an advisory capacity only to facilitate a good working relationship. No County employee shall serve on the [NAME] board or in any other key [NAME] position or otherwise be involved in directing [NAME] operations unless prior approval has been obtained from the Los Angeles County Board of Supervisors.

## **II. CONDUCT OF BUSINESS BY [NAME]**

- a. [NAME] agrees that its overhead and administrative cost will be no higher than the limits recommended as best practice by Charity Navigator or GuideStar who set the standards for non-profit organizations.

- b. [NAME] shall maintain its books in compliance with accepted accounting standards. Each year, prior to May 31st, [NAME] will deliver a copy of all its current tax filing documents, including but not limited to IRS Form 990, 990EZ, or 990-N, to LASD and the Los Angeles County Auditor-Controller.
- c. [NAME] Foundation shall require its board members and directors to sign a Conflict of Interest policy approved by the County.
- d. Upon termination of this Agreement by either party, [NAME] Foundation will immediately and permanently cease all use of LASD Intellectual Property, as well as any LASD or County property including but not limited to office space, supplies, identification badges, keys or facility access cards, and will return all such property to LASD.
- e. Upon termination of this Agreement by either party, [NAME] will immediately and permanently cease all fundraising activities and efforts conducted in the name of and/or referring to "Los Angeles County Sheriff" or "Los Angeles County Sheriff's Department." [NAME] may continue to function in accordance with its charter and by-laws, but will immediately and permanently cease all use of or referral to "Los Angeles County Sheriff" or "Los Angeles County Sheriff's Department" in its name or activities. Within ten (10) business days, [NAME] will reconcile its books and provide an accounting to the County. The County shall have 30 business days from the date it receives the accounting to object to any outstanding debts, invoices or encumbrances. If no objection is received by [NAME] by the end of that 10-day period, [NAME] will immediately pay off all then-existing debts, invoices, accounts payable or other encumbrances, and, within 30 days, remit all remaining funds in the possession of [NAME] that were raised on behalf of LASD to LASD. In the event the County objects to any outstanding debt, [NAME] will immediately pay off all outstanding debts with the exception of those objected to. [NAME] will then remit all funds in excess of those required to pay the remaining debt to the County. [NAME] and the County will then attempt in good faith to reach a mutually agreeable settlement as to the remaining debt with the involved creditor(s). Notwithstanding the foregoing, if funds are in the possession of [NAME] which were directed donations by a donor or donors for particular LASD needs or to a particular LASD station, LASD agrees that such funds will either be directed to such LASD needs or LASD station within 30 days or returned to the donor or donors. [NAME] agrees to work in good faith with LASD to communicate with donors who have directed their donations to allow the donations to remain with LASD.

### **III. AGREEMENT TERM**

- a. This Agreement will remain in force for a period of five (5) years, at which time it may be extended by written amendment for an additional five (5) year period. Thereafter, the term of this Agreement may be extended every 5 years for an additional 5-year period upon written Amendment.
- b. Either party may terminate this Agreement upon ten (10) calendar days' written notice to the other party.

### **IV. RECORD RETENTION AND INSPECTION**

- a. [NAME] agrees that authorized County (including but not limited to the County Auditor-Controller), State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any transaction, invoice, document, activity, timecard, or other record relating to this Agreement. Such material, including but not limited to all pertinent costs, accounting, and financial records, shall be retained by [NAME] of a period of five (5) years after the term of this Agreement.
- b. The County hereby retains the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by [NAME] and observe the operation of the business so that accuracy of the above records can be confirmed. The County reserves the right to require [NAME] to provide additional reports and record-keeping processes as County deems is reasonable.
- c. The County may, at any time but no more than once per calendar year, demand that XXX have an audit performed, at [NAME]'s expense, by an independent Certified Public Accountant. A copy of every audit of [NAME], whether performed pursuant to this paragraph or not, will be forwarded to the County within ten (10) calendar days of receipt thereof by [NAME].

### **V. ASSIGNMENT**

[NAME] shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties.

### **VI. COMPLIANCE WITH APPLICABLE LAW**

In carrying out all activities related to performance under this Agreement, [NAME] shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Agreement are hereby incorporated herein by reference.

## **VII. INDEPENDENT CONTRACTOR**

[NAME] shall perform all activities under this Agreement as an independent contractor and neither [NAME] nor its employees shall be considered employees of the County by virtue of this Agreement. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and [NAME]. The employees and agents of one party shall not be construed to be employees and agents of the other party. Neither Party is authorized to act on behalf of the other for any purpose.

## **VIII. INDEMNIFICATION**

[NAME] agrees to indemnify, defend, and hold harmless the County, its Special Districts, departments, agencies, 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 Agreement.

## **IX. GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. [NAME] 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.

## **X. AMENDMENTS**

No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such change is in the form of a written Amendment 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.

## **XI. NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with [NAME]. This Agreement shall not restrict the County from entering into similar agreements with other entities.

## **XII. 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, address to the parties as identified below. The addresses and person to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party. All notices shall be delivered as follows:

Notices to [NAME]:  
[Name, title, address]

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Notices to the County:

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## **XIII. VALIDITY**

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

## **XIV. WAIVER**

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 Contract shall not be construed as a waiver thereof.

## **XV. AUTHORIZATION WARRANTY**

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

## **XVI. ENTIRE AGREEMENT**

This Agreement, and any executed amendments hereto, constitute the complete and exclusive statement of understanding of the Parties which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement. No change or amendment to this

Agreement shall be valid unless prepared pursuant to Section X, Amendments, of this Agreement.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the [NAME] has caused this Agreement to be executed on its behalf by its authorized officer, on the dates indicated below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Robert A. Luna, Sheriff

Date \_\_\_\_\_

[ORGANIZATION NAME]

By \_\_\_\_\_  
[Name, Title]

Date \_\_\_\_\_

APPROVED AS TO FORM:  
Dawyn R. Harrison  
County Counsel

By \_\_\_\_\_  
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) 881-2426  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

JANICE HAHN  
FOURTH DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

March 19, 2024

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

Dear Supervisors:

### **APPROVAL OF CONTRACTS FOR AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING REPAIR AND REPLACEMENT SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish service contracts with ACCO Engineered Systems, Inc. (ACCO) and Mission Aire Corporation (Mission Aire), to provide Heating, Ventilation, and Air Conditioning (HVAC) Repair and Replacement Services (services) to the District on an as-needed and intermittent basis.

#### **IT IS RECOMMENDED THAT YOUR HONORABLE 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 Contracts (Enclosure), which have been approved as to form by County Counsel, between the District and ACCO, and with Mission Aire, to provide as-needed HVAC services.
2. Authorize the combined maximum contract sum of \$2,000,000, including the initial contract term of three years and two one-year extension options. The maximum contract sum is comprised of annual expenditures not to exceed a combined total of \$400,000 per contract year. The contracts shall be effective July 1, 2024.

#### **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 any extensions as previously described in recommendation number two, respectively, and in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$400,000 combined 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(S)**

The recommended actions will enable the District to promptly obtain as-needed HVAC services to ensure the provision of comfortable working/living conditions in the District's more than 250 facilities. These HVAC systems are of critical importance to first responders who provide fire and life safety services to the public by ensuring controlled indoor environments while at the fire stations or other District facilities. The District's Construction and Maintenance Division (CMD) currently receives an average of 10 HVAC repair requests per week. These specialized HVAC services can range from simple component repair to HVAC condenser and compressor replacements. Approval of these contracts will significantly shorten repair and component replacement timelines and help to ensure the District's HVAC systems always remain fully functional and in peak operational condition, especially during increased periods of prolonged heat.

### **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. Contracting these HVAC services is cost-effective and supports the District's ability to ensure the efficiency of its essential emergency services.

### **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 combined Contract sum is \$2,000,000, including the contract term of three years and two one-year options. The maximum combined annual expenditures for these services is \$400,000. Sufficient funding is available in the District's Fiscal Year 2024-25 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**

The District is authorized to contract these services under California Health and Safety Code 13861.

The selected vendors comply with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agree to maintain compliance with all requirements throughout the term of the contracts. The enclosed contracts provide that the District has no obligation to pay for expenditures incurred by the selected vendors beyond the contract pricing mechanisms. The selected vendors are not guaranteed a minimum amount of work, as the services are as-needed and intermittent. Additionally, the selected vendors will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed the contracts prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contracts have been signed by ACCO, Mission Aire, and County Counsel. On final analysis and consideration of the award, the vendors were selected without regard to race, color, creed, or national origin.

The Living Wage Ordinance provisions do not apply to these contracts, as they are not Proposition A contracts as the services are procured on an as-needed and intermittent basis.

## **ENVIRONMENTAL DOCUMENTATION**

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

## **CONTRACTING PROCESS**

On September 5, 2023, the District issued a Request for Proposals (RFP) soliciting HVAC services. In addition to posting the announcement on the County's WebVen portal and the District's contracting website, the District also advertised the solicitation in the Los Angeles Times.

On October 4, 2023, the District received four proposals. Two vendors were disqualified due to non-responsiveness to the minimum requirements. Both disqualified vendors were offered the opportunity to submit a Request for Disqualification Review; however, neither vendor elected to request a review.

Two qualified proposals were received from ACCO and Mission Aire. Both proposals were forwarded to an evaluation committee for review and scoring. The evaluation committee included subject matter experts from the District's CMD. The committee's evaluation was based on criteria specified in the RFP, which included price, qualifications, experience, references, approach, and quality control.

Upon completion of the evaluation and based on an informed averaging scoring process, it was determined that both vendors possessed the qualifications, experience, and knowledge to provide quality HVAC services to the District.

The District has reviewed the Contractor Alert Reporting Database to assess past performances, negative experiences, and complaints with other agencies and have found that there are currently no negative findings or complaints against the selected vendors; ACCO and Mission Aire, that would prevent them from contracting with the District.

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

Approval of the recommended actions will ensure HVAC systems are continuously maintained and in optimum operational condition, reducing the need for more costly repairs due to deferred maintenance. Award of these Contracts will not result in the displacement of any County employees, as these services are currently obtained from multiple vendors via purchase orders.

Furthermore, the recommended actions 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 may be reached at (323) 881-6173.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:jc

Enclosure

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

# **CONTRACT**



**BY AND BETWEEN**

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

**AND**

**ACCO ENGINEERED SYSTEMS, INC.**

**FOR**

**AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING  
REPAIR AND REPLACEMENT SERVICES**

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### **STANDARD EXHIBITS**

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

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF**  
**LOS ANGELES COUNTY**  
**AND**  
**ACCO ENGINEERED SYSTEMS, INC.**  
**FOR**  
**AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING**  
**REPAIR AND REPLACEMENT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July, 2024 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and ACCO Engineered Systems, Inc., hereinafter referred to as "Contractor." Contractor is located at 888 E. Walnut Street, Pasadena, CA 91101.

**RECITALS**

WHEREAS, the District may contract with private businesses for As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services; and

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

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract for As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services; and

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

## 1 APPLICABLE DOCUMENTS

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

### **Standard Exhibits:**

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

## 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 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 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.8 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.
- 2.9 District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.12 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.13 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3 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 the 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, for a maximum total Contract term of five (5) 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 combined total amount the District shall expend from its own funds for As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services during the entire term of all Contracts executed for these services shall not exceed \$400,000 per year, in aggregate. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor(s) 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 Intentionally Omitted**

## **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. Alan Murphy, District Project Manager  
Email: [Alan.Murphy@fire.lacounty.gov](mailto:Alan.Murphy@fire.lacounty.gov)

Thomas Brown, District Project Director  
Email: [Thomas.Brown@fire.lacounty.gov](mailto:Thomas.Brown@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
- Work Authorization Number
- Change order notice information (if applicable)
- 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.
- Parts, Labor, Materials, Equipment Rental, and Freight/Shipping fees shall be listed as separate line items on the invoice, as applicable.
- Receipts shall be attached to each invoice for Equipment Rental, and Freight/Shipping fees, as applicable.
- 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 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

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

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

## **5.7 Travel**

All travel related costs, including but not limited to portal-to-portal costs, are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

## **5.8 Freight/Shipping**

All Freight/Shipping costs associated with the return of damaged equipment is the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any costs associated with returned equipment.

## **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 F (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**

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

#### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

- 8.5.2.3 If the District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.2.5 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.
- 8.5.2.6 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.
- 8.5.2.7 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**

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

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.

### **8.24.1 Evidence of Coverage and Notice to District**

- 8.24.1.1 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.
- 8.24.1.2 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.
- 8.24.1.3 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.

8.24.1.4 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.

8.24.1.5 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

8.24.1.6 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.

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

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

### **8.24.3 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.

### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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.

### **8.24.5 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.

### **8.24.6 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.

### **8.24.7 Waivers of Subrogation**

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

#### **8.24.8 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.

#### **8.24.9 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.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this 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.

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

All liability policies 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.



#### **8.24.13 Alternative Risk Financing Programs**

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

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

The District reserves the right to review and adjust the Required Insurance provisions, 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.

## **8.26 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 G (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 to solicit such improper consideration. The report must be made 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, services, the provision of travel or entertainment, or tangible gifts.

## **8.45 Termination for Insolvency**

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the contractor. The contractor 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 Prevailing Wage**

##### **8.60.1 Prevailing Wages**

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.



The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Current and future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

#### **8.60.2 Work Records**

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

#### **8.60.3 Posting of Prevailing Wage Rates**

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013*



(213) 620-6330

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html)."*

#### **8.60.4 Certified Payroll Records**

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

#### **8.60.5 Subcontractor**

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

### **8.61 Labor Law Compliance**

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the District for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Intentionally Omitted**

### **9.3 Intentionally Omitted**

### **9.4 Intentionally Omitted**

### **9.5 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located 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).

### **9.6 Limitation on Corporate Acts**

9.6.1 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.

9.6.2 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:

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

9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.6.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

## **9.7 Modifications**

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

## **9.8 Remedies of Non-Compliance**

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

## **9.9 Suspension**

- 9.9.1 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.
- 9.9.2 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.
- 9.9.3 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.

- 9.9.4 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.
- 9.9.5 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.

## **9.10 Transition of Contract Services**

### **9.10.1 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 without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this 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, 2024.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

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

By ACCO Engineered Systems Inc  
Contractor

Signed: 

Printed: Dan Grumbles

Title: Sales Manager

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By   
Senior Deputy County Counsel

# **CONTRACT**



**BY AND BETWEEN**

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

**AND**

**MISSION AIRE CORPORATION**

**FOR**

**AS-NEEDED HEATING, VENTILATION, AND AIR  
CONDITIONING REPAIR AND REPLACEMENT SERVICES**

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### **STANDARD EXHIBITS**

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

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT OF**  
**LOS ANGELES COUNTY**  
**AND**  
**MISSION AIRE CORPORATION**  
**FOR**  
**AS-NEEDED HEATING, VENTILATION, AND AIR CONDITIONING**  
**REPAIR AND REPLACEMENT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July, 2024 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Mission Aire Corporation., hereinafter referred to as "Contractor." Contractor is located at 420 W. Lambert Road, Unit J, Brea, CA 92821.

**RECITALS**

WHEREAS, the District may contract with private businesses for As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services; and

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

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract for As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services; and

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



## 1 APPLICABLE DOCUMENTS

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

### **Standard Exhibits:**

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

## 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 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 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 District:** The Consolidated Fire Protection District of Los Angeles County; a Special District within Los Angeles County.
- 2.8 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.
- 2.9 District Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.12 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.13 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3 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 the 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, for a maximum total Contract term of five (5) 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 combined total amount the District shall expend from its own funds for As-Needed Heating, Ventilation, and Air Conditioning Repair and Replacement Services during the entire term of all Contracts executed for these services shall not exceed \$400,000 per year, in aggregate. The maximum amount provided in this contract does not guarantee the contractor a minimum amount of work since this contract is for as-needed services.

- 5.1.1 The Maximum Contract Sum shall be the maximum monetary amount available that is payable by the District to the Contractor(s) 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 Intentionally Omitted**

## **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. Alan Murphy, District Project Manager  
Email: [Alan.Murphy@fire.lacounty.gov](mailto:Alan.Murphy@fire.lacounty.gov)

Thomas Brown, District Project Director  
Email: [Thomas.Brown@fire.lacounty.gov](mailto:Thomas.Brown@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
- Work Authorization Number
- Change order notice information (if applicable)
- 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.
- Parts, Labor, Materials, Equipment Rental, and Freight/Shipping fees shall be listed as separate line items on the invoice, as applicable.
- Receipts shall be attached to each invoice for Equipment Rental, and Freight/Shipping fees, as applicable.
- 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 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

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

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

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

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

## **5.7 Travel**

All travel related costs, including but not limited to portal-to-portal costs, are the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any travel related costs.

## **5.8 Freight/Shipping**

All Freight/Shipping costs associated with the return of damaged equipment is the responsibility of the Contractor. The District will not be responsible for paying or reimbursing Contractor for any costs associated with returned equipment.

## **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 F (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**

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

#### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within forty-five (45) business days after the Contract effective date, the contractor must provide the District with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The District will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

- 8.5.2.3 If the District requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for District approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the District for approval before implementation.
- 8.5.2.5 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.
- 8.5.2.6 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.
- 8.5.2.7 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**

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

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.

### **8.24.1 Evidence of Coverage and Notice to District**

- 8.24.1.1 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.
- 8.24.1.2 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.
- 8.24.1.3 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.

8.24.1.4 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.

8.24.1.5 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

8.24.1.6 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.

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

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

#### **8.24.3 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.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the 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.

#### **8.24.5 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.

#### **8.24.6 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.

#### **8.24.7 Waivers of Subrogation**

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



#### **8.24.8 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.

#### **8.24.9 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.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this 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.

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

All liability policies 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.

#### **8.24.13 Alternative Risk Financing Programs**

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

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

The District reserves the right to review and adjust the Required Insurance provisions, 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.

## **8.26 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 G (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 to solicit such improper consideration. The report must be made 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, services, the provision of travel or entertainment, or tangible gifts.

## **8.45 Termination for Insolvency**

- 8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.45.1.1 Insolvency of the contractor. The contractor 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 Prevailing Wage**

##### **8.60.1 Prevailing Wages**

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.



The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Current and future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

#### **8.60.2 Work Records**

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

#### **8.60.3 Posting of Prevailing Wage Rates**

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 W. Fourth Street, Suite 450  
Los Angeles, CA 90013*

(213) 620-6330

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html)."*

#### **8.60.4 Certified Payroll Records**

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

#### **8.60.5 Subcontractor**

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

### **8.61 Labor Law Compliance**

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the District for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

### **9.2 Intentionally Omitted**

### **9.3 Intentionally Omitted**

### **9.4 Intentionally Omitted**

### **9.5 Mandatory Requirement to Register on County's WebVen**

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located 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).

### **9.6 Limitation on Corporate Acts**

9.6.1 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.

9.6.2 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:

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

9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.6.2.3 Terminate this Contract pursuant to Paragraph 8.43 (Termination for Default).

## **9.7 Modifications**

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

## **9.8 Remedies of Non-Compliance**

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

## **9.9 Suspension**

- 9.9.1 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.
- 9.9.2 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.
- 9.9.3 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.

- 9.9.4 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.
- 9.9.5 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.

## **9.10 Transition of Contract Services**

### **9.10.1 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 without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this 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, 2024.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

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

By Mission Aire Corporation  
Contractor

Signed: Brent Anderson

Printed: Brent Anderson

Title: Project Manager

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

LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

JANICE HAHN  
FOURTH DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

March 19, 2024

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

Dear Supervisors:

### ADVERTISING LICENSE AGREEMENT WITH MAXWELL INTERSTATE, LLC (DISTRICTS 2, 3, AND 4) (3 VOTES)

#### SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an agreement with Maxwell Interstate, LLC (Maxwell) for advertising licensing at lifeguard towers owned by the District.

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

1. Authorize the Fire Chief, or his designee, to execute the Advertising License Agreement (Enclosure) in substantially similar form as enclosed between the District and Maxwell for advertising licensing at lifeguard towers owned by the District.
2. Authorize the Fire Chief, or his designee, to accept advertising revenue in the amount of \$225,000 annually from this Advertising License Agreement for the initial contract term of one year and two one-year extension options, for a maximum term of three years.

#### 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. Authorize the Fire Chief, or his designee, to make any future amendments to the Advertising License Agreement by mutual agreement of the District and Maxwell, reviewed, and approved as to form by County Counsel.
4. Find that this Advertising License Agreement by and between the District and Maxwell is exempt from the California Environmental Quality Act (CEQA).

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

Approval of these recommended actions will authorize the District to enter into Advertising License Agreements with Maxwell, a company with experience in selling and installing advertisements in locations across the United States. Lifeguard towers will generally have up to two signs that display advertising in addition to tide and surf conditions. Advertisements are subject to prior approval by the District and will generate revenue through this mutually beneficial endeavor.

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

Approval of these recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

### **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, lifeguard services, and emergency medical services. The District anticipates receiving a minimum of \$225,000 annually from this Advertising License Agreement. The revenue generated through this Advertising License Agreement will supplement the District's existing revenue.

There is no impact to net County cost.

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

The District is taking over responsibility of this Advertising License Agreement from the previous arrangement between the Los Angeles County Fire Department Foundation and Maxwell.

This Advertising License Agreement has been approved as to form by County Counsel. The District is also requesting that your Honorable Board authorize the Fire Chief to sign any amendments to the Advertising License Agreement as necessary for the administration of this Advertising License Agreement.



### **CONTRACTING PROCESS**

The terms and conditions were negotiated by the District with assistance from County Counsel and the contract is submitted to your Board with confidence that the negotiated terms are commercially reasonable and represent a minimal risk exposure to the District. The District is considering future agreements for this service will be solicited in the future.

### **IMPACT ON CURRENT SERVICES**

There will be no other impact on services.

### **ENVIRONMENTAL DOCUMENTATION**

This Advertising License Agreement is exempt from the provisions from the CEQA Guidelines Section 15061 (b) (3) in that it is certain that the Agreement will not have a significant effect on the environment.

### **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  
Marcia Velasquez, Head, Planning and Executive Support  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
[Marcia.Velasquez@fire.lacounty.gov](mailto:Marcia.Velasquez@fire.lacounty.gov)

The District's contact may be reached at (323) 267-7325.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:mb

Enclosure

c: Chief Executive Officer  
Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller

## LIFEGUARD TOWER ADVERTISING LICENSE AGREEMENT

This Advertising License Agreement ("Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Maxwell Interstate LLC**, a Delaware limited liability company, having a business address at 905 North Kings Highway, Cherry Hill, New Jersey 08034, hereinafter referred to as "Licensee" and **Consolidated Fire Protection District of Los Angeles County**, a public agency operating at 1320 N. Eastern Ave., Los Angeles, CA 90063, hereinafter referred to as "Licensor" for the provision of licensing of lifeguard towers within the jurisdiction of the Licensor for advertising purposes. The Licensee and Licensor are hereinafter referred to collectively or individually as "Parties" or "Party".

### RECITALS:

**WHEREAS**, Licensor is the owner and operator of lifeguard towers ("Towers") located on the beaches of the County of Los Angeles and Licensor may use the Towers for advertisements to generate revenue, in addition to posting beach information for the public on the tide boards, which are the property of the Licensor; and

**WHEREAS**, Licensee is engaged in the business of installing, selling, and placing advertising on various forms of signage media and desires to sell and place advertising on the sides of the Towers ("Advertising Display") and to generate revenue to support the mission for Licensor; and

**WHEREAS**, Licensor has the power and authority, through the approval of its governing board, the Board of Supervisors on March 19, 2024, to grant to Licensee the right, privilege and license described in this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, agreements, representations, and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Incorporation. The above Recitals are incorporated by reference herein and are contractual and not mere recitals
2. License, Facilities, and Displays.

(a) Licensor hereby grants an exclusive right and license to Licensee and Licensee licenses from Licensor, the Advertising Display for the Permitted Use, on the terms and conditions hereinafter set forth in this Agreement.

(b) Each Tower will have two (2) Advertising Displays which can display advertising, one on each side of every Tower and can also be used for logos and public service messaging. The size of each Advertising Display shall be 4'H x 5'W. There are currently one-hundred and fifty-eight (158) Towers that operate during the summer months, twenty-nine (29) of those Towers operate year-round with additional Towers mobilized based on demand.

Licensee previously developed an advertising display design and fastening system that is acceptable to Licensor as well as fabricated and installed two advertising displays for each of the one-hundred and fifty-eight towers. During the term, the Licensee shall ensure that every Advertising Display is in good condition and the 4'H x 5'W area shall have a public service announcement provided by the Licensor on 30 Towers if there is no advertising posted. The parties recognize that the advertising program is seasonal and that the Advertising Display will be primarily posted during the Memorial Day to Labor period at Towers occupied by Licensor's Staff unless otherwise agreed to by Licensor and Licensee.

A minimum of one hundred twenty-five (125) Towers, as listed on Exhibit "A" attached hereto and made a part hereof, shall be made available by Licensor to Licensee for advertising and will be occupied by Licensor's Staff. The Locations listed on Exhibit "A" are sometimes referred to herein as the "Minimum Locations". Exhibit "A" may be supplemented and changed from time to time by mutual agreement in writing by the parties.

(c) The Advertising Displays will be initially procured, assembled and installed by Licensee on all Towers (collectively the ("Installations")). Such Installations will be at Licensee's expense but subject to cost recovery as set forth in paragraph 7(b). The Advertising Displays will be light weight, easily moved and safely affixed to the Towers. Licensor staff will place them on opposing sides of each Tower every morning at the beginning of their shift. and lock them back inside the tower at the end of their shift each day. Licensor acknowledges that the displaying of the Advertising Displays, as provided in this paragraph is critical to generating advertising revenue. Licensee will be solely responsible for and have the exclusive right to obtain advertising for the Advertising Display subject to this Agreement, and Licensee shall have full control of the advertising process, including advertising rates on posting, copy production, and the terms and conditions of all advertising sales as long as it abides by all laws.

3. Permitted Use. Licensee may replace an Advertising Display with an alternate Advertising Display that needs a refresh or repair. At no time will any repairs or changes be made to an Advertising Display at the beach. Licensee agrees to ensure the swap out will be made in the least disruptive manner possible. Upon termination or expiration of

the License, the Licensee agrees to replace all logos/advertising with a public service announcement provided by the Licensor and the costs for the public service announcement shall be the responsibility of the terminating party. Licensee shall be permitted to install, maintain, operate, service, replace the Advertising Displays with public service and commercial advertising displays including the installation of a fastening system for the Advertising Displays that will allow for easy placement and removal of the Advertising Displays from the Towers and also secure the Advertising Displays to the Towers during the periods that they are displayed to the public.

4. Term. The term of this Agreement shall be one (1) year, commencing on the execution of this Agreement and after approval by the Licensor's Board of Supervisors, and execution by the Fire Chief or his designee ("Commencement Date"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The Licensor shall have the sole option to extend this Agreement term for up to two (2) additional one (1) year periods, for a maximum total Agreement term of three (3) years, pursuant to the same terms and conditions.

5. Renewal Term. Licensee can request an extension of the Term of this License. The Licensee will submit the renewal request no later than February 1, 2025. The Licensor will sign the extension by March 1, 2025, should Licensor and Licensee intend to continue the partnership.

6. Payments and Notices. All dues paid hereunder, and all notices are to be forwarded to the Licensor at the address noted below. Until Licensee is notified in writing of change of ownership, payment will be remitted to the named Licensor or his assignee who has given written notice. All Dues shall be deemed to have been received on time unless Licensor notifies Licensee of non-receipt of payment. All notices are effective upon dispatch and must be delivered by certified mail, personal delivery or commercial courier to Licensor or Licensee at the respective addresses as follows:

General notices shall be sent to the Licensee at:

Jeffrey W. Gerber  
Maxwell Interstate LLC  
905 North Kings Highway  
Cherry Hill, New Jersey 08034

General notices shall be sent to the Licensor at:

Fire Chief Anthony C. Marrone  
Los Angeles County Fire Department

1320 N. Eastern Avenue  
Los Angeles, CA 90063

Payments to Licensors shall be sent to Licensors at:

Los Angeles County Fire Department  
Financial Management Division  
P.O. Box 910901  
Commerce, CA 90091-0901  
Attention: Accounts Receivable

7. Dues. In consideration of Licensors making the Minimum Locations available for advertising during the Term, Licensee shall pay to Licensors dues (“Dues”) as follows:

(a) On the 10<sup>th</sup> day of after the beginning of each four-month period (September, January, May) the Licensee shall pay Dues to Licensors in the amount of \$75,000 for each period for a total of \$225,000 for each Agreement year (the “Minimum Annual Guarantee” or “MAG”). At the end of each Agreement year, Licensee shall calculate the total Gross Advertising Revenues for the Agreement year and all advertising revenue above \$450,000 shall be shared by Licensors and Licensee on a 50/50 basis (the “Revenue Share”). Gross Advertising Revenues means the gross advertising receipts of Licensee generated by and derived from the Advertising Display. The parties recognize that the vast majority of Gross Advertising Revenues for each Agreement year will occur during the May through August period.

(b) The costs incurred by Licensee to manufacture and install the Advertising Display, and the replacement costs thereof (“Licensee’s Capital Costs”) will be funded by Licensee, but Licensee shall thereafter be entitled to recover the same not to exceed \$250,000 during the term of the Foundation Agreement by offsetting and retaining all unrecovered Licensee’s Capital Costs against any Gross Advertising Revenues above \$450,000 otherwise payable to Licensors out of the Revenue Share due Licensors, but not the MAG, during the Term, or Renewal Term, if applicable, until the Licensee’s Capital Expenditures are fully recovered. If in any Agreement Year any Licensee Capital Expenditures remain unrecovered by Licensee, the unrecovered balance will carry forward to future Agreement Years and be offset against Licensors’s Revenue Share and retained by Licensee in the next following Agreement Years.

(c) The Licensee’s advertising program will be seasonal in nature, running from at least Memorial Day through Labor Day each year. Licensee may request from time to time, to extend the advertising program to other time periods.

(d) No later than the twentieth (20<sup>th</sup>) day of each month during the period(s) Licensee is conducting an advertising program, Licensee shall provide Licensors with

report of advertising programs for Towers sold during the preceding month, prepared by an officer of Licensee.

(e) In the event the full number of Minimum Locations (125 Towers) as scheduled on Exhibit "A", are not all available for any reason during the Memorial Day through Labor Day period, there shall be a pro rata reduction of the Minimum Annual Guarantee for as long as such reduction continues. Licensee is only entitled to a MAG reduction if 10% or more of the Minimum Locations are unavailable. For example, if 25 of the Minimum Locations (or at 125 towers) are unavailable, there would be a 20% reduction in the MAG for as long as the locations are unavailable.

(f) A pro rata adjustment to the Minimum Annual Guaranty shall also be made if Excused Conditions, Sign Disruption or other Adverse Condition shall occur, not caused by the wrongful acts of Licensee. "Excused Conditions" shall mean casualty, , condemnation, Force Majeure, Sign Disruptions, the Advertising Displays become obstructed in manner that materially prevents full visibility thereof or Licensee is prevented by legal requirements or governmental authorities from operating any of the Advertising Displays for commercial advertising purposes. "Adverse Condition" shall mean reductions in revenue collected due to general adverse market conditions (as opposed to Licensee's underperformance relative to sales, rates and occupancy levels of other outdoor advertising platforms similar in type and quality and in similar markets), and in the case of such general market conditions, if the same occurs during a period in which the U.S. National Bureau of Economic Research ("NBER") has determined and announced that a recession has occurred due to two (2) consecutive quarters of negative GDP, provided Adverse Conditions for general market conditions shall end when the most recent quarterly GDP growth is no longer negative and the recession has ended. The parties shall negotiate in good faith on whether such Excused Conditions or Adverse Conditions exist, and to the extent the same justify an equitable reduction and adjustment of the Minimum Annual Guaranty under the circumstances.

(g) Licensor, or designee, shall have the right to audit the books and records maintained by Licensee in connection with advertising including but not limited to all financial records, bank statements, cancelled checks or other proof of payment(s), costs incurred by Licensee that is related to Section 7 of this Agreement, that is the subject matter of this Agreement, in a digital or electronic format, or at Licensee's offices or via reasonable video conferencing meeting and at reasonable times, twice per year, upon not less than fourteen (14) days' prior written notice to Licensee.

8. Obstructions. Provided it is not disruptive to Licensor's operations, and is within their authority and ability to do so, personnel of Licensor shall keep the Advertising Displays free from obstructions and will not permit or allow any material impairment, improvements, equipment, or other obstruction by Licensor or other parties to materially

interfere with the full and undisturbed visibility of the Tide Boards and the advertising thereon. If any of the foregoing shall occur, the MAG shall be equitably adjusted based on the impact the same has on advertising sales and/or revenues. Licensee has the right, as legally permissible, to remove any obstruction that hinders the view of any advertising copy or messages placed on the Sign(s) and Licensor will cooperate with Licensee in removing any obstructions.

9. Sign Disruptions. If at any time, in Licensee's reasonable judgment, any of the following conditions should occur, the same shall be a Sign Disruption(s): view of any of the advertising on the Advertising Display shall be or become materially obstructed or impaired in any manner which prevents full visibility thereof (exclusive of ordinary weather conditions restricting visibility); or should the Towers be or become unsafe for the maintenance of the advertising thereon or be unable to support the same; or the value of any of the Towers listed on Exhibit "A" for advertising purposes shall be or become diminished due to a cause beyond the reasonable control of Licensee and the effect thereto adversely impacts advertising revenues paid by advertisers for the Advertising Displays on the Towers; the beaches (including public use of the adjacent water) are closed or restricted by governmental order or other cause; Licensee shall be prevented by any law or ordinance, or by the authorities having jurisdiction from constructing and maintaining the Advertising Displays or the Advertising Displays are not regularly and consistently displayed by Fire District Staff as provided in paragraph 2 (c) ; then and in any such case Licensee shall be entitled to abate the MAG Dues for the period of the Sign Disruption, and if the duration of the Sign Disruption exceeds ninety (90) days, Licensee may continue abatement until the Sign Disruption is cured and, in addition at any time thereafter, Licensee or Licensor at its option may terminate this Agreement by giving the alternate party thirty (30) days' written notice of its election to terminate.

10. Access. Fire District Staff will provide Licensee with access when needed to the Towers in order to test the Advertising Displays and their fastening system, deliver the Advertising Displays to the Towers, replace Advertising Displays, inspection of the Advertising Displays and to otherwise implement this Agreement.

11. Other Advertising. The licenses, right and privileges granted to Licensee to use the Advertising Displays for logo/advertising purposes is exclusive to Licensee as long as agreement is in effect. As of the date of this Agreement, no other advertising is contemplated on the Towers. Licensor recognizes that any other advertising on the Towers will likely impact revenues anticipated from the Advertising Display program. Licensee shall be entitled to MAG relief if Licensee can demonstrate that additional Tower advertising has materially impacted advertising sales efforts.

12. Permits. There is a California Coastal Commission permit, no. 5-02-009, that is in effect. The parties do not anticipate that any new permits or approvals (collectively

“Permits”) are required from any governmental or quasi-governmental authorities having jurisdiction for installation and use of the Advertising Displays for advertising purposes and the Permitted Use. If any governmental authority requires Permits, the same shall be a Sign Disruption under Section 9 above, until such time as Permits are obtained and advertising is allowed on the Advertising Displays Advertising will comply with the existing California Coastal Commission permit and the parties will pursue and cooperate on any amendments or new permits as necessary while the Advertising Display program operates.

### 13. Copy Content

In addition, the messages on the Advertising Displays must not feature alcohol, tobacco, vape, gambling, politics, religion, nothing of a sexual nature or feature advertisements on Licensor's vehicles or allow any advertisements to state, "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards." A period of 48 hours or 2 business days will be allotted for review.

14. Insurance. Licensee shall, at its expense, always maintain during the term of this License and when Licensee is using the Advertising Displays, public liability insurance in respect of the Advertising Displays on the towers, with a combined single limit of not less than ten-million dollars (\$10,000,000) naming Licensor and County of Los Angeles as additionally insured. Licensee shall deliver to Licensor such policy or a certificate of such policy promptly following full execution of this License. Licensee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Licensee shall deliver to Licensor and any additional insureds such renewal policy or certificate at least thirty (30) days before the expiration of any existing policy. Such policy shall name as additional insured, Licensor, and shall be issued by companies licensed to issue such insurance in the State of California.

15. Casualty. Licensee shall have the right to terminate this Agreement or a pro-rata adjustment of the MAG upon fifteen (15) days' prior written notice upon the damage or destruction of all or any substantial portion of the Towers, which materially adversely affects the Towers and their ability to display the Advertising Displays and the Towers are not rebuilt. If the Towers are rebuilt, the MAG shall abate during the period that the Towers cannot be used in the ordinary course of business, but in such event this Agreement shall not terminate and the Term shall be extended by an amount of time equal to the duration of time during which all the Minimum Locations cannot be so used. If some but not all of the Towers are damaged or destroyed such that some of the Minimum Locations are unusable, and Licensee elects to sell and post advertising on the usable inventory, the MAG shall be reduced pro-rata based on the impact the damage or destruction of some of the Minimum Locations has on advertising sales and/or revenues.



16. Indemnity. Licensee shall indemnify, defend and hold harmless Licensors, County of Los Angeles, its Board of Supervisors, and its officers, directors, employees, and agents from and against any and all loss, liability, claim, damage and other expense (including reasonable attorneys' fees) arising from or related to any third-party claim arising from Licensee's activities, except to the extent caused by the negligent or willful acts of Licensors, its employees, officers, and agent. The foregoing indemnity obligations shall be conditioned upon the party claiming indemnity (the "indemnified party") promptly notifying the indemnifying party of the claim, allowing the indemnifying party to control the defense and/or settlement after such party assumes responsibility therefor, and providing the indemnifying party with reasonable assistance in connection therewith, at the indemnifying party's expense. Any settlement of an indemnified claim shall require the indemnified party's consent, which consent shall not be unreasonably withheld, unless such settlement imposes no obligation or liability on the indemnified party.

17. Default. If any one or more of the following events shall happen (an "Event of Default"), then and in any such event, Licensors may upon written notice to Licensee terminate this License: (a) Licensee fails to pay any Dues payable under Section 7 within five (5) days of when due and does not cure such failure within ten (10) business days after receipt of written notice from Licensors of such delinquency and nonpayment; provided, however, that if there is a dispute over the amount or the calculation of the amount due, or over any adjustments to the MAG or Dues as contemplated by this Agreement, the same shall not be deemed an Event of Default termination until a final, unappealable determination is made of the amount due by an arbitrator, and Licensee fails to pay the same within ten (10) business days thereafter; (b) Licensee fails to perform any of its obligations under this License (other than payment of any Dues payable under Section 6 of this License) and such failure shall continue for a period of twenty (20) days after notice thereof from Licensors provided, (c) Licensee files for a voluntary petition, or has filed against it any involuntary petition for, bankruptcy which is not stayed or discharged within sixty (60) days, or makes a general assignment for the benefit of creditors. Any out-of-pocket, third party, reasonable charges incurred by Licensors as a result of Licensee's Event of Default shall be added as additional Dues to which Licensee shall be responsible for.

18. Termination for Convenience. The Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by Licensors, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Licensee 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 120 days after the notice is sent.

19. Force Majeure. Licensee shall not be deemed to be in default hereunder and its performance shall be delayed and excused if it is delayed or prevented from performing

any of the obligations hereunder, including, but not limited to, the payment of the Dues, MAG and/or Revenue Share, by reason of Force Majeure events. Licensee shall additionally not be deemed to be in default hereunder and its performance shall be delayed and excused if Licensee is unable to sell and/or display advertising and/or conduct business on the towers, as was theretofore normally sold, displayed and/or conducted in the ordinary course of business, by reason of any "Force Majeure" event, defined to mean and include casualty, condemnation, disease, epidemics, pandemics, quarantines, laws, changes in laws, requirements, restrictions or limitations of governmental authorities, flood, strikes or other labor disputes, boycotts, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, unusually severe weather conditions, riots, rebellion, sabotage, major traffic disruptions or changes, war, terrorism, other emergency, delays in obtaining permits or governmental approvals not caused by the acts or omissions of Licensee, or any other circumstances for which Licensee is not responsible and which are not within Licensee's reasonable control.

20. Notices. Any notice to any party under this License shall be, pursuant to the names and addresses in Paragraph 6 herein, in writing by certified or registered mail, or commercial overnight delivery service and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

21. Waivers: Curing Defaults.

(a) The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this License, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this License or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Licensor of the Dues with knowledge of breach by Licensee of any obligation of this License shall not be deemed a waiver of such breach.

(b) If either party shall default in the performance of any of its obligations under this License, the other party, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of the nonperforming party, without notice in a case of emergency, and in any other case only if such default continues after the cure period provided in this License.

22. Miscellaneous.

(a) All understandings and agreements heretofore had between the parties are merged in this License which alone fully and completely expresses their agreement and which is entered into after full investigation, neither party relying upon any statement or representation not embodied in this License.

(b) No agreement shall be effective to change or waive any provision of this License, in whole or in part, unless the same is in writing, refers expressly to this License and is signed by both parties.

(c) This License shall bind and benefit the parties hereto and their respective successors and assigns.

(d) Irrespective of the place of execution or performance, this License shall be governed by and construed in accordance with the laws of the State of California. If any provision of this License or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this License and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The captions, headings and titles in this License are solely for convenience of reference and shall not affect its interpretation. Each covenant, agreement, obligation or other provision of this License on Licensee's part to be performed, shall be deemed and construed as a separate and independent covenant of Licensee, not dependent on any other provision of this License. All terms and words used in this License, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) This License may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The invalidity of any portion of this License shall not have any effect on the balance hereof. This License shall be binding upon the parties hereto, as well as their successors, heirs, executors and assigns. Any signature to this License transmitted by facsimile or e-mail (in PDF or comparable format) shall be considered to have the same legal and binding effect as any original signature. Each party represents and warrants to the other that it is duly authorized to execute and deliver this License Agreement.

(f) This License has been mutually negotiated and drafted and shall be construed neither for nor against Licensor or Licensee but shall be construed without regard to any presumption or other rule of construction against a party causing a provision to be drafted, added or deleted.

(g) The failure of Licensor or Licensee to enforce any of the rights given to it under this License by reason of the violation of any of the covenants in this License to be performed by either party shall not be construed as a waiver of the rights of Licensor or Licensee to exercise any such rights as to any subsequent violations of such covenants or as a waiver of any of the rights given to Licensor or Licensee by reason of the violation of any of the covenants of this License.

ACCEPTED AND AGREED TO  
BY LICENSEE:

MAXWELL INTERSTATE, LLC

By: \_\_\_\_\_  
Licensee Signature                      Date

\_\_\_\_\_  
Jeffrey W. Gerber  
President of Business Development and  
Chief Operating Officer

ACCEPTED AND AGREED TO  
BY LICENSOR:

CONSOLIDATED FIRE  
PROTECTION DISTRICT OF  
LOS ANGELES COUNTY

By: \_\_\_\_\_  
Licensor Signature                      Date

\_\_\_\_\_  
Print Name/Title

APPROVED AS TO FORM

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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HALL OF JUSTICE  
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

March 19, 2024

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:

**AUTHORIZE THE DISTRICT ATTORNEY TO EMPLOY  
A RETIRED COUNTY EMPLOYEES ON A TEMPORARY BASIS  
AND GRANT AN EXCEPTION TO THE  
180-DAY WAITING PERIOD REQUIRED UNDER  
THE CALIFORNIA PUBLIC EMPLOYEE'S PENSION REFORM ACT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Los Angeles County District Attorney is requesting the Board's approval to grant an exception to the 180-day waiting period required under the California Public Employee's Pension Reform Act of 2013, before reinstating a retired County employee as 120-day rehired retiree. The Department affirms that this retiree is highly skilled and the services they will be providing are critical.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Waive the 180-day break in service requirement and reinstate retired County employee, Ms. Sharon Woo, on a 120-day temporary assignment as a Deputy District Attorney within the Department's Executive Administration.
2. Approve the request for Ms. Woo to receive compensation at the rate of \$107.24 per hour, for up to 960 work hours within a fiscal year, upon the Board's approval of Ms. Woo's temporary reinstatement as Deputy District Attorney IV.

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

The Department is in civil litigation with numerous plaintiffs concerning employment, whistleblowing, and retaliation allegations. Ms. Woo is a central witness for the County in defense of these allegations. Ms. Woo will be working with County Counsel and outside counsel, Glasser-Weil, to defend the Department's actions in these lawsuits. This will require background information discussions, witness deposition, and trial preparation. Deposition dates are scheduled to begin as soon as February 2024, requiring research, discussions, and preparation prior to the deposition dates. Preparation for these hearings will require Ms. Woo to access case information, personnel information, and prior office-related emails and other communications. Access to, and review of, this information will best be achieved by having Ms. Woo reinstated as a retired County employee prior to the deposition dates.

The request to waive the 180-day break in service requirement will provide the department with the sole, necessary resource it needs to respond to certain allegations and to assist in the defense in these civil lawsuits.

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

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III. 3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

### **FISCAL IMPACT/FINANCING**

The department will utilize current budgeted vacancies to fund the requested rehired retirees.

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

The recommended action is consistent with the Public Employee's Pension Reform Act of 2013, which allows a person who retires from the County to serve without reinstatement from retirement or loss or interruption of benefits provided by the retirement system, before a period of 180-days, following the date of retirement, as long as the Board certifies the position is critically needed. The retired person is the only individual with the knowledge and skill required to perform work of limited duration.

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

Approval of this request will provide the department with the sole, necessary resource it needs to respond to certain allegations and to assist in the defense in these civil lawsuits.

**CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter to Chavon Smith, District Attorney's Office, 211 West Temple Street, Suite 200, California, 90012-3205. Any questions may be directed to Ms. Smith at (213) 257-2701, or at [chsmith@da.lacounty.gov](mailto:chsmith@da.lacounty.gov).

Respectfully submitted,

George Gascón  
District Attorney

cs

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel  
Auditor Controller  
Human Resources  
Los Angeles County Employees Retirement Association

**EXECUTIVE OFFICE – BOARD OF SUPERVISORS**

**AGENDA ENTRY**

DATE OF MEETING:	MARCH 19, 2024
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

**\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\***

**Instructions:**

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

**RECOMMENDATION:**

Authorize the Los Angeles County District Attorney (LADA) to employ a retired County employee on a temporary basis and grant an exception to the 180-day waiting period required under the California Public Employee's Pension Reform Act of 2013, before reinstating a retired County employee on a 120-day temporary assignment as a Deputy District Attorney IV, within the Department's Executive Administration. The Department affirms that this retiree is highly skilled and the services they will be providing are critical. The LADA requests approval for this employee to receive compensation at the rate of \$107.24 per hour, for up to 960 work hours within a fiscal year.



March 19, 2024

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:

**AUTHORIZE THE COUNTY PURCHASING AGENT ON BEHALF OF THE  
SHERIFF TO PURCHASE ONE REPLACEMENT RESCUE HELICOPTER,  
ACQUIRE ONE SALVAGE RESCUE HELICOPTER AIRFRAME,  
AND APPROVE AN APPROPRIATION ADJUSTMENT  
FISCAL YEAR 2023-24  
(ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is requesting Board approval of an appropriation adjustment and authorize the Internal Services Department, in its capacity, as the County Purchasing Agent (CPA) to (1) acquire one pre-owned and refurbished rescue helicopter (Rescue Helicopter) to replace a similar Department aircraft lost in a flight accident on March 19, 2022, and (2) acquire one salvaged airframe of the same model to use as a source for difficult-to-find parts and equipment. Approval of the recommended actions will cost approximately \$16.5 million. The purchase(s) will be funded with the insurance proceeds from the aforementioned loss.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the CPA to proceed with the sole source/brand specific acquisition of a replacement Rescue Helicopter upon identification of a qualified pre-owned replacement.

2. Authorize the Sheriff, or his designee, to execute a letter of intent, as necessary, to acquire the qualified replacement Rescue Helicopter.
3. Authorize the Sheriff to issue a monetary deposit and/or fractional payments towards the selling price prior to receiving delivery of the replacement Rescue Helicopter, as applicable.
4. Authorize the CPA to execute a purchase order to acquire one salvaged Rescue Helicopter to disassemble and repurpose difficult-to-find parts and equipment utilizing any remaining funds from the insurance proceeds.
5. Approve an appropriation adjustment to transfer \$16,575,000 from the Committed for Capital Asset to the Department to fund the purchase of a search and rescue helicopter.

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

Approval of the recommended actions will prepare the Department to effectively execute the purchase of a serviceable Rescue Helicopter in market where the demand for previously owned aircraft is exceptionally high and aircraft in serviceable pre-owned condition are acquired quickly by waiting buyers with funding on-hand. The Department has forfeited two opportunities to purchase a replacement due to the inability to enter negotiations from a credible financial position of being able to consummate the purchase transaction.

The proposed recommendations will allow the County to establish a competitive foundation upon which to acquire a replacement Rescue Helicopter, thereby restoring the Department's rescue fleet to its previous total of three operational aircraft as necessary for public and flight crew safety.

The Department will utilize its existing Board-approved helicopter maintenance and engineering master services agreement (MSA) to issue a work order bid solicitation to qualified MSA contractors to perform any necessary modifications and equipment installation (completion services) to bring the replacement Rescue Helicopter to the performance specifications required for the Department's law enforcement search and rescue mission.

### Background

The Department has historically operated three Rescue Helicopters in conformance with a prudent industry-standard maintenance rotation intended to minimize operational risk for the air rescue program.

The acquisition of an airworthy replacement Rescue Helicopter, along with the acquisition of a suitable salvaged airframe, is increasingly critical because the Department's two Rescue Helicopters remaining in service are accumulating a disproportionate balance of flight hours. With increased flight time comes a need for more frequent maintenance, which is being impeded by extended lead times on parts, thereby extending the downtime of each of the two-remaining aircraft. The extended downtime undermines the Department's ability to perform its core public safety and rescue missions.

### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County's Strategic Plan, Strategy III.3.2 – Manage and Maximize County Assets, by effectively maximizing the use of County assets in ways that are fiscally responsible and by enhancing the safety and productivity of the Department's search and rescue helicopter service.

### FISCAL IMPACT/FINANCING

Funding for this project will be processed via the appropriation adjustment. The estimated costs for one replacement Rescue Helicopter, one salvage Rescue Helicopter airframe, and third-party completion services will cost approximately \$16,575,000. If deemed beneficial, the Department may augment the insurance settlement proceeds with existing General Support budget unit appropriation. Remaining funds will be returned to designation should the project extend into multiple budgetary cycles.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board approved the classification categories for fixed assets (now referred to as capital assets) and established the requirement for County departments desiring to purchase major capital assets with a unit cost of \$250,000 or more to obtain Board approval prior to submitting the requisition to the CPA.

**CONTRACTING PROCESS**

This is a commodity purchase under the statutory authority of the CPA. The purchase will be requisitioned through and accomplished by the CPA in accordance with the County's sole source/brand specific policies and the authorizations granted in this letter.

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

Approval of the recommended actions before the Board will substantially improve the Department's ability to timely engage sellers from a credible negotiating position to purchase a replacement Rescue Helicopter. A prompt acquisition will allow the resumption of the higher previous level of air rescue service the Department desires to provide again to the residents of the County.

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA  
SHERIFF

RGL:JT:CM:GJ:gj/mdr  
(Fiscal Administration Bureau–Contracts Unit)

- c: Board of Supervisors, Justice Deputies  
Jeff Levinson, Interim Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Holly A. Francisco, Assistant Sheriff, Countywide Operations  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
Blanca R. Arevalo, Captain, Aero Bureau  
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)  
David E. Culver, Director, Financial Programs Bureau  
Clint W. Yates, Director, Facilities Services Bureau (FSB)  
Dennis R. Allen, Assistant Director, FSB  
Angelo Faiella, Assistant Director, FAB, Contracts Unit (CU)  
Rene A. Garcia, Lieutenant, ASD  
Erica M. Nunes, Sergeant, ASD  
Alejandra Madera, Administrative Services Manager (ASM) III, FAB, CU  
Kristine D. Corrales, Deputy, ASD  
(Contracts – Rescue Helicopter Purchase 03-06-24)

PINK

BA FORM 10142022

BOARD OF SUPERVISORS

OFFICIAL COPY

September 28, 2023

COUNTY OF LOS ANGELES

## REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

### AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

### ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2023-24

4 - VOTES

#### SOURCES

#### USES

#### GENERAL FUND

A01-3044

COMMITTED FOR CAPITAL ASSET

DECREASE OBLIGATED FUND BALANCE

16,575,000

#### SHERIFF - GENERAL SUPPORT SERVICES

A01-SH-6030-15681-15687

CAPITAL ASSETS - EQUIPMENT

INCREASE APPROPRIATION

16,575,000

#### SOURCES TOTAL

\$ 16,575,000

#### USES TOTAL

\$ 16,575,000

### JUSTIFICATION

Reflects the use of obligated fund balance Committed for Capital Asset to fund the purchase of a Search and Rescue Helicopter.

David Culver

Digitally signed by David Culver

Date: 2024.01.29 16:00:39 -08'00'

AUTHORIZED SIGNATURE

DAVID E. CULVER, BUREAU DIRECTOR

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

AUDITOR-CONTROLLER

B.A. NO. 091

☐ ACTION

☒ RECOMMENDATION

BY Andrea Turner  
Digitally signed by Andrea  
Turner  
Date: 2024.01.31 09:48:25  
-08'00'

DATE 1/31/24

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

René  
Phillips

Digitally signed by  
René Phillips  
Date: 2024.01.31  
11:00:16 -08'00'

DATE

9/28/2023

Cluster PUBLIC SAFETY  
 Type of Change BUDGET ADJUSTMENT  
 Department Impacted Sheriff  
 Program Impacted Helicopter Replacement  
 Funding Type ONE-TIME  
 Type of Adjustment MINISTERIAL CHANGES  
 Change in Budgeted Positions  
 Votes

## Justification

Reflects an increase in Capital Asset appropriation in the amount of \$16,575,000 to fund the purchase of a Search and Rescue Helicopter. The appropriation is fully offset by funds set aside in the Obligated Fund Balance.

## Sources (Increase Revenue / Decrease Appropriation)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
A01				GENERAL FUND		3044D	COMMITTED FOR CAPITAL ASSET	16,575,000
								16,575,000

## Uses (Increase Appropriation / Decrease Revenue)

FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
A01	SH	15681	15687	SHERIFF - GENERAL SUPPORT SERVICES		6030	CAPITAL ASSETS - EQUIPMENT	16,575,000
								16,575,000

Appropriation	-
Intrafund Transfers	-
Revenue	-
Net County Cost	-

## Explanation of change

Reflects an increase in Capital Asset appropriation in the amount of \$16,575,000 to fund the purchase of a Search and Rescue Helicopter. The appropriation is fully offset by funds set aside in the Obligated Fund Balance.

Manager, CEO Approval

March 19, 2024

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:

**AMEND SECTION TITLE 13 – PUBLIC PEACE, MORALS AND WELFARE  
BY ADDING CHAPTER 13.200 OF THE COUNTY CODE TO ADOPT  
A MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT  
CODE SECTION 7071  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) requests that the Board amend Title 13 – Public Peace, Morals and Welfare of the Los Angeles County Code by adding Chapter 13.200 to adopt a Military Equipment Use Policy pursuant to Government Code section 7071.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve for introduction an ordinance amending Title 13 – Public Peace, Morals and Welfare by adding Chapter 13.200 to adopt a Military Equipment Use Policy (Policy) pursuant to Government Code section 7071 (attached to this transmittal).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

California State Assembly Bill (AB) 481 establishes requirements for the acquisition and use of military equipment in law enforcement and state agencies. Specifically, the bill requires that law enforcement agencies create or update their military equipment policy, with the approval of their governing body. An inventory of military equipment must be



produced and presented in a public hearing. Once the policy is established, it must be posted on the Department website, and the Department must submit an annual report regarding the use of the equipment.

AB 481 requires the Department to adopt and obtain Board approval of a Policy via an ordinance adopting the Policy and making certain required findings.

On or about June 6, 2023, the Department publicly posted its proposed Policy and inventory list on its website, including a dedicated email address to which the public may submit comments and/or questions. The Office of Inspector General (OIG) and the Civilian Oversight Commission (COC) have both been advised of the proposed Policy and equipment list. These are modeled on policies and ordinances from other municipalities and comply with the requirements of AB 481.

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

This request conforms to the County's Strategic Plan Goal III.3.1- Maximize Revenue: Implement a Process to Systemically Leverage Resources to Help Fund County Initiatives.

### **FISCAL IMPACT/FINANCING**

The Department maintains a Police Training-Ammunition & Weapons (PAMO) budget to maintain and store weapons, ordnance, and ammunition. Actual expenditures will be incurred on an as-needed basis, and allocations will be made to the Department's operating budget to meet the anticipated need each fiscal year.

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

AB 481 requires a law enforcement agency to create a Policy and obtain approval of that Policy by its governing body by adoption of the Policy via ordinance. The governing body's approval and adoption of a Policy via ordinance is required prior to the law enforcement agency taking certain actions relating to the funding, acquisition, or use of "military equipment," as well as continued use of such equipment. The governing body must annually review the ordinance and Policy based on an Annual Military Equipment report prepared by the law enforcement agency.

The Department will hold an annual public community engagement meeting at which the public may discuss and ask questions regarding the Annual Military Equipment Report and the Sheriff's Department's acquisition, funding, and use of military equipment. This meeting will be held annually within 30 days of the Sheriff's

The Honorable Board of Supervisors  
March 19, 2024  
Page 3

Department's public release of its Annual Military Equipment Report. Information regarding scheduling and location will be publicly posted on this website.

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

Approval of the recommended action will allow the Department to comply with AB 481 requirements. No other County departments are impacted by this request.

**CONCLUSION**

Upon Board approval, please return a certified copy of the adopted Board letter and two original signed ordinances to the Office of Constitutional Policing.

Sincerely,

ROBERT G. LUNA  
SHERIFF

RGL:EMD:sjg  
(Office of Constitutional Policing)

- c: Board of Supervisors, Justice Deputies  
Jeff Levinson, Interim Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Lana Choi, Senior Deputy County Counsel, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Holly A. Francisco, Assistant Sheriff, Countywide Operations  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Eileen M. Decker, Division Director, Office of Constitutional Policing  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
Melvin Joseph, Acting Captain, Training Bureau (TB)  
Rene A. Garcia, Lieutenant, ASD  
Christopher R. Minott, Lieutenant, Office of Constitutional Policing  
Daniel Inez, Sergeant, TB  
Erica M. Nunes, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
(Office of Constitutional Policing – AB 481 Military Equipment Policy 03-19-23)

# FIREARMS AND AMMUNITION

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
1	American Arms 180 M2 Rifle .22LR	1	Automatic rifle with minimal recoil and high cyclic rate to fire multiple precision projectiles.	Acquired for testing and never used. Retained for exemplar, historical, and training purposes. Not for field use.	Unknown. Purchased in the early 1980s.	Indefinite.	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
2	Armalite M15A2 5.56mm Rifle	4	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition.	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
3	Bridger CG85 .45-70 Rifle	3	Line Launching gun capable of throwing line from 300' to 750'.	Used for search and rescue and maritime rescue purposes.	Approx. \$500.00	Approx. 30 years	None	N/A*	LASD Basic Academy LD-35 - Firearms
4	Bushmaster Generic 5.56mm Rifle	8	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
5	Bushmaster XM15 5.56mm Rifle	8	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
6	Daniel Defense Mk12 5.56mm Rifle	3	Semi-automatic. Caliber: 5.56mm. Barrel Length: 18" Magazine capacity: 20 or 30 rounds	Defense of Human Life. Deployed in tactical situations by certified members of K9 Detail for enhanced precision at distance.	Approx. \$2,385.00	Approx 10 years or 20,000 rounds	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course, POST Certified Rifle Marksmanship and Sniper Course (SEB Long Rifle 40hr Class)
7	DPMS A-15 5.56mm Rifle	6	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
8	Rock River Arms LAR-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course

# FIREARMS AND AMMUNITION

9	Stag Arms Stag-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
10	Smith & Wesson M&P15	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted to fire non-lethal marking cartridges for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
11	Heckler & Koch HK 91 7.62 NATO Rifle	1	Semi-automatic, Caliber 7.62x51mm NATO, Magazine Capacity: 5 or 20 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
12	Heckler & Koch HK 91 7.62 NATO Rifle	1	Semi-automatic, Caliber 7.62x51mm NATO, Magazine Capacity: 5 or 20 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
13	FN FAL 7.62 NATO Rifle	1	Semi-automatic, Caliber 7.62x51mm NATO, Magazine Capacity: 20 or 30 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
14	Norinco MAK-90 7.62x39mm Rifle	1	Semi-automatic, Caliber 7.62x39mm, Magazine capacity: 30 rounds, Folding Stock	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
15	Chinese Manf. AK-47 7.62x39mm Rifle	1	Semi-automatic, Caliber 7.62x39mm, Magazine capacity: 30 rounds, Folding Stock	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
16	Double Star STAR-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course

# FIREARMS AND AMMUNITION

17	American Tactical AT-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
18	CMMG MOD4SA 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
19	LWRC M6 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
20	Lauer LCW-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
21	Superior Arms S-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
22	Del-Ton DTI-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
23	LAR Manufacturing AA15	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course

# FIREARMS AND AMMUNITION

24	FN FNC .223 Remington Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 30 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
25	PWA Commando 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
26	Mossberg 800A .308 Rifle	1	Bolt-action, Caliber: .308 Winchester. Blank firing.	Converted to fire blanks for training purposes only. Not for field use.	Convertible property acquisition	20+ Years	None	N/A*	Special Weapons and Tactics Course
27	Olympic Arms PCR99 5.56mm Rifle	3	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
28	PWA 5.56mm Rifle	2	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
29	Ruger 10/22 .22LR Rifle	1	Semi-automatic, Caliber: .22 Long Rifle, Magazine Capacity: 10 rounds	Defense of Human Life.	Convertible property acquisition	20+ Years	None	N/A*	Special Weapons and Tactics Course
30	Ruger 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds.	Training rifle for K9 Gun-shot detection. Not for field use.	Convertible property acquisition	30 Years	None	N/A*	POST Certified Patrol Rifle Certification Course
31	Saber 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
32	Smith & Wesson M&P15 5.56mm Rifle	2	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course

# FIREARMS AND AMMUNITION

33	Springfield 1903 .30-06 Rifle	10	Bolt Action, Caliber .30-06. Internal magazine.	Ceremonial Rifle for use by LASD Rifle Detail for funerals and events. Not for field use.	Unknown	Indefinite	None	N/A*	Honor Guard Detail Training
34	Springfield M1A 7.62x51mm NATO Rifle	2	Semi-automatic, Caliber 7.62x52mm NATO, Magazine Capacity: 20 rounds	Defense of Human Life. Distance and/or barrier penetration. Area containment and/or secondary long-rifle support weapon system for incidents/events meeting SEB deployment criteria.	\$1,427.10	Approx. 10 years or 10,000 rounds	None	N/A*	Special Weapons and Tactics Course
35	Springfield M1 Garand .30-06 Rifle	1	Semi-automatic, Caliber: .30-06 Springfield, Magazine Capacity: 8rd En-block clip	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Unknown	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
36	UZI 9mm Rifle	1	Semi-automatic, Caliber: 9mm Luger, Magazine Capacity: 30 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
37	Wndham WW-15 5.56mm Rifle	1	Semi-automatic, Caliber: 5.56mm, Magazine Capacity: 20 or 30 rounds. Converted to training use.	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Varies based on usage.	As needed via convertible property acquisition to maintain total inventory of between 45 to 60 training rifles.	N/A*	POST Certified Patrol Rifle Certification Course
38	Colt BC Carbine 5.56mm Rifle	2	Semi-automatic, Caliber: 5.56x45mm, Magazine capacity: 20 or 30 rounds.	Defense of Human Life.	\$1,080.00	30 Years	None	N/A*	POST Certified Patrol Rifle Certification Course
39	Colt BC Carbine 5.56mm Rifle	1	Select-fire, Caliber: 5.56x45mm, Magazine Capacity: 20 or 30 rounds	Defense of Human Life	\$1,080.00	30 Years	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
40	Colt Commando 5.56mm Rifle	95	Semi-automatic, Caliber 5.56x45mm, Magazine capacity: 20 or 30 rounds. Department standard-issue rifle for confined storage requirements	Defense of Human Life.	\$1,080.00	30 years	None	N/A*	POST Certified Patrol Rifle Certification Course



# FIREARMS AND AMMUNITION

41	Colt M-4 Semi-automatic 5.56mm Rifle	1378	Semi-automatic, Caliber 5.56x45mm, Magazine capacity: 20 or 30 rounds.	Defense of Human Life.	\$1,080.00	30 years	None	N/A*	POST Certified Patrol Rifle Certification Course
42	FN Carbine 5.56mm Rifle	3	Semi-automatic, Caliber 5.56x45mm, Magazine capacity: 20 or 30 rounds.	Defense of Human Life.	\$980.57	30 years	None	N/A*	POST Certified Patrol Rifle Certification Course
43	FN Commando 5.56mm Rifle	16	Semi-automatic, Caliber 5.56x45mm, Magazine capacity: 20 or 30 rounds.	Defense of Human Life.	\$980.57	30 years	None	N/A*	POST Certified Patrol Rifle Certification Course
44	FN FN15 5.56mm Rifle	413	Semi-automatic, Caliber 5.56x45mm, Magazine capacity: 20 or 30 rounds.	Defense of Human Life.	\$980.57	30 years	None	N/A*	POST Certified Patrol Rifle Certification Course
45	Armalite AR-50 .50 BMG Rifle	1	Bolt Action, Caliber .50 BMG, Single shot.	Defense of Human Life. SEB heavy anti-machinery/vehicle interdiction weapon system. Designed to stop bomb-laden vehicles or machinery that pose a significant threat to the public.	Convertible property acquisition	Approx. 10 years or 20,000 rounds	None	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course
46	Barrett M82A1 .50 BMG Rifle	1	Semi-automatic, Caliber .50 BMG, Magazine capacity: 10 rounds	Defense of Human Life. SEB heavy anti-machinery/vehicle interdiction weapon system. Designed to stop bomb-laden vehicles or machinery that pose a significant threat to the public.	Approx. \$2,000.00	Varies based on usage.	None	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course
47	Heckler & Koch SR9 .308 Winchester Rifle	1	Semi-automatic, Caliber 7.62 NATO, Magazine capacity: 5 or 20 rounds	Defense of Human Life. For SEB use only.	Approx. \$1,200.00	Approx. 10 years or 20,000 rounds	None	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course
48	Remington 788 .308 Winchester Rifle	4	Bolt action, Caliber: .308 Winchester, Internal 3 round magazine	Converted or pending conversion to fire non-lethal marking cartridges or blanks for training purposes only. Not for field use.	Convertible property acquisition	Approx. 10 years or 8,000 rounds	None	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course

# FIREARMS AND AMMUNITION

49	Remington Rifle .308 Winchester Rifle	27	Bolt action, Caliber: .308 Winchester, internal 4 round magazine	Defense of Human Life. Deployed in tactical situations by SEB Long-Rifle certified personnel where distance, precision, and/or barrier penetration are considerations.	Approx. \$6,500.00	Approx. 10 years or 8,000 rounds	None	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course
50	Colt AR15 5.56mm Rifle	100	Semi-automatic, Caliber 5.56x45mm, Magazine capacity: 20 or 30 rounds.	Defense of Human Life	Approx. \$1,000.00	30 years	None	N/A*	POST Certified Patrol Rifle Certification Course
51	FN M240B 7.62mm NATO Automatic Rifle	2	Medium machine-gun, Caliber: 7.62x51mm NATO, belt-fed	Defense of Human Life. Last resort SEB deployment option during a multiple-assault terrorist attack or if confronted with extraordinary circumstances that make conventional SEB weaponry ineffective or obsolete.	Approx. \$2,500.00	50 years	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
52	Saco M60 7.62mm NATO Automatic Rifle	3	General-purpose machine-gun, Caliber: 7.62x51mm NATO, belt-fed	Defense of Human Life. Last resort SEB deployment option during a multiple-assault terrorist attack or if confronted with extraordinary circumstances that make conventional SEB weaponry ineffective or obsolete.	Approx. \$2,000.00	50 years	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
53	Colt Commando 5.56mm Rifle	69	Select-fire, Caliber 5.56x45mm NATO, Magazine Capacity: 20 or 30 rounds. 11.5" barrel	Defense of Human Life. If certain factors exist, an operator may transition the weapon from semi to a sustained mode of fire.	Approx. \$1,080.00	Approx. 10 years or 20,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
54	Colt IAR 5.56mm Rifle	3	Select-fire, Caliber 5.56x45mm NATO, Magazine Capacity: 20 or 30 rounds. 16" barrel	Defense of Human Life. If certain factors exist, an operator may transition the weapon from semi to a sustained mode of fire.	Approx. \$1,200.00	Approx. 10 years or 20,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
55	Colt M16 5.56mm Rifle	18	Select-fire, Caliber 5.56x45mm NATO, Magazine Capacity: 20 or 30 rounds. 20" barrel	Defense of Human Life. If certain factors exist, an operator may transition the weapon from semi to a sustained mode of fire.	Approx. \$1,000.00	Approx. 10 years or 20,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course

# FIREARMS AND AMMUNITION

56	Colt M-4 Select-Fire 5.56mm Rifle	30	Select-fire, Caliber 5.56x45mm NATO, Magazine Capacity: 20 or 30 rounds. 14.5" barrel	Defense of Human Life. If certain factors exist, an operator may transition the weapon from semi to a sustained mode of fire.	Approx. \$1,000.00	Approx. 10 years or 20,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
57	Kalashnikov Select-Fire 7.62x39mm Rifle	2	Select-fire, Caliber: 7.62x39mm, Magazine Capacity: 30 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
58	Heckler & Koch HK416 5.56mm Rifle	25	Select-fire, Caliber 5.56x45mm NATO, Magazine Capacity: 20 or 30 rounds. 16" barrel	Defense of Human Life. If certain factors exist, an operator may transition the weapon from semi to a sustained mode of fire.	Approx. \$1,300.00	Approx. 10 years or 20,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
59	Sig Sauer 516 5.56mm Rifle	1	Select-fire, Caliber 5.56x45mm NATO, Magazine Capacity: 20 or 30 rounds. 16" barrel	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	\$1,047.10	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
60	Brugger & Thomet APC9 9mm Sub-Machine Gun	2	Select-fire, Caliber: 9mm Luger, Magazine Capacity: 15, 20, 25, 30 rounds	Defense of Human Life. Currently being evaluated for use as a close-quarter engagement weapon system. Not for field use.	\$1,975.00	Approx. 10 years or 25,000 rounds	None	N/A*	LASD Submachine Gun Operator Course, LASD POST-Certified Firearm Instructor School
61	Colt 635 9mm Sub-Machine Gun	1	Select-fire, Caliber: 9mm Luger, Magazine Capacity: 20 or 32 rounds	Defense of Human Life. Previously evaluated for use as a close-quarter engagement weapon system. Not for field use.	Approx. \$1,500.00	Approx. 10 years or 25,000 rounds	None	N/A*	LASD Submachine Gun Operator Course, LASD POST-Certified Firearm Instructor School
62	Heckler & Koch MP5K-PDW 9mm Sub-Machine Gun	14	Select-fire, Caliber 9mm Luger, Magazine Capacity: 30 rounds	Defense of Human Life. Deployed by currently certified personnel as a close-quarter engagement weapon system with a collapsible or fixed stock.	Approx. \$1,100.00	Approx. 10 years or 25,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course, 40 Hour Submachine gun course
63	Heckler & Koch MP5SD 9mm Sub-Machine Gun	2	Select-fire, Caliber 9mm Luger, Magazine Capacity: 30 rounds	Defense of Human Life. Deployed by currently certified personnel as a primary close-quarter engagement weapon system with a collapsible or fixed stock.	Approx. \$1,100.00	Approx. 10 years or 25,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course, 40 Hour Submachine gun course

# FIREARMS AND AMMUNITION

64	Heckler & Koch 9mm Sub-Machine Gun	181	Select-fire, Caliber 9mm Luger, Magazine Capacity: 30 rounds	Defense of Human Life. Deployed by currently certified personnel as a close-quarter engagement weapon system with a collapsible or fixed stock.	Approx. \$1,100.00	Approx. 10 years or 25,000 rounds	None	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course, 40 Hour Submachine gun course
65	Ingram MAC-10 9mm Sub-Machine Gun	1	Select-fire, Caliber 9mm Luger, Magazine Capacity: 32 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
66	Reising .45 ACP Sub-Machine Gun	8	Select-fire, Caliber .45 ACP, Magazine Capacity: 12 or 20 rounds	Training Exemplars of obsolete department firearms for identification, familiarization, and safe handling instruction. Not for field use.	Approx. \$50 (1940s)	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
67	Thompson .45 ACP Sub-Machine Gun	10	Select-fire, Caliber: .45 ACP, Magazine Capacity: 20 or 50 rounds	Training Exemplars of obsolete department firearms for identification, familiarization, and safe handling instruction. Not for field use.	Unknown. Purchased between 1920s-1940s or Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
68	UZI 9mm Sub-Machine Gun	1	Select-fire, Caliber: 9mm Luger, Magazine capacity: 20 to 50 rounds (32 rounds most common)	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Absorbed from Maywood Police Department Merger	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
69	Benelli M-4 12ga Shotgun	13	Semi-automatic gas operated action, 12 Gauge	Defense of Human Life	Approx. \$1,500.00	30 Years	None	N/A*	LASD Benelli Shotgun Course
70	Benelli Shotgun 12ga Shotgun	91	Semi-automatic inertia operated action, 12 Gauge	Defense of Human Life	Approx. \$1,200.00	30 Years	None	N/A*	LASD Benelli Shotgun Course
71	Remington 1100 12ga Shotgun	3	Semi-automatic gas operated action, 12 Gauge	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	Special Weapons and Tactics Course, with (1) as an exemplar which may only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
72	Remington 870 12ga Shotgun	38	Pump-action, 12 Gauge, steel receiver.	Defense of Human Life and breaching capability	Approx. \$880.00	30 Years	None	N/A*	Special Weapons and Tactics Course

# FIREARMS AND AMMUNITION

73	Sentinel Arms Co. Striker-12 12ga Shotgun	1	Rotating cylinder, 12 Gauge, 12 round cylinder	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
74	Gilbert Arms USAS-12 12ga Shotgun	1	Semi-automatic gas operated action, 12 Gauge. Detachable magazine with 10 round (box) or 20 round (drum) magazine	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
75	Franchi SPAS-15 12ga Shotgun	1	Convertible pump-action or gas operated semi-automatic, 12 Gauge, Detachable magazine with 3 or 6 round capacity	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
76	MAC-10 .45 ACP	1	Non-Functional. Semi-automatic, Caliber .45 ACP, Magazine Capacity: 30 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
77	Mac-10 9mm	1	Semi-automatic, Caliber 9mm Luger, Magazine Capacity 32 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
78	UZI 9mm Pistol	1	Semi-automatic, Caliber 9mm Luger, Magazine Capacity: 20 to 50 rounds (32 rounds most common)	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
79	Ruger Mini-30 7.62x39mm Rifle	2	Semi-automatic, Caliber: 7.62x39mm, Magazine Capacity: 5 or 20 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.
80	COBRAY M-11 9mm	1	Semi-automatic, Caliber: 9mm Luger, Magazine Capacity: 30 rounds	Training Exemplar for identification, familiarization, and safe handling instruction. Not for field use.	Convertible property acquisition.	Indefinite	None	N/A*	May only be handled under the direct supervision of a POST-certified LASD Weapons Training Unit firearm instructor. Not to be used in the field.

## FIREARMS AND AMMUNITION

81	.223 Speer LE Gold Dot 55 grain, Item # 24446	916,319	55 grain, bonded soft point, listed muzzle velocity of 3220 fps. Patrol rifle ammunition.	Rifle ammunition	\$0.45	Approx. 5 years when stored properly	As needed to maintain inventory between 1,400,000 – 1,600,000	N/A*	POST Certified Patrol Rifle Certification Course
82	Speer LE Gold Dot 75 grain .223 Remington, Item # 24475	822,500	75 grain, bonded soft point, listed muzzle velocity of 2775 fps.	Rifle ammunition for SEB only.	\$0.49	Approx. 5 years when stored properly	As needed to maintain inventory between 800,000 – 1,000,000	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
83	Federal Tactical 168 grain .308 Winchester, Item # FC-T308T	164,000	168 grain, Tactical Tip MatchKing, listed muzzle velocity of 2650 fps.	SEB Long Rifle ammunition.	\$0.82	Approx. 5 years when stored properly	As needed to maintain inventory between 150,000 – 175,000 rounds	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course
84	Federal Tactical Bonded 168gr .308 Winchester, Item #FC-308LETT2	10,000	168 grain, Tactical Bonded Tip, listed muzzle velocity of 2700 fps.	SEB Long Rifle ammunition.	\$1.00	Approx. 5 years when stored properly	As needed to maintain inventory between 5,000 – 10,000 rounds	N/A*	POST Certified Special Weapons and Tactics Course, SEB POST-Certified Rifle Marksmanship and Sniper Course
85	Mag Tech Linked 7.62x51mm NATO	25,300	147 grain, Full metal jacket, linked 7.62x51mm M80 NATO	Rifle ammunition for SEB only.	\$0.96	Approx 5 years when stored properly	As needed to maintain inventory between 25,000 – 26,000	N/A*	Special Weapons and Tactics Course, POST Certified Patrol Rifle Certification Course
86	Winchester 5.56mm Rifle ammunition, Item #Q3131K	907,890	55 grain, Full metal jacket, listed muzzle velocity of 3270 fps.	Rifle training ammunition. Not for field use.	\$0.32	Approx. 5 years when stored properly	As needed to maintain patrol rifle training ammunition inventory between 1,000,000 – 1,100,000	N/A*	POST Certified Patrol Rifle Certification Course
87	Aguila 5.56mm Rifle ammunition, Item #1E556126	0	55 grain, Full metal jacket, listed muzzle velocity of 3260 fps.	Rifle training ammunition. Not for field use.	Approx \$0.35	Approx. 5 years when stored properly	As needed to maintain patrol rifle training ammunition inventory between 1,000,000 – 1,100,000	N/A*	POST Certified Patrol Rifle Certification Course
88	Hornady .50 BMG Caliber Rifle ammunition, Item #8270	250	750 grain, A-Max Boat Tail match-grade bullet, listed muzzle velocity of 2,820 fps.	SEB Long Rifle ammunition	\$5.00	Approx. 5 years when stored properly	None	N/A*	SEB POST-Certified Special Weapons and Tactics Course, POST-Certified Rifle Marksmanship and Sniper course

### Firearms and Ammunition

\*The Los Angeles County Sheriff's Department maintains a Police Training-Ammunition & Weapons (PAMO) budget to maintain and store weapons, ordnance, and ammunition. Some of these items are reportable under AB 481 and some are not. Addenda 1B (Firearms and Ammunition) and 1C (Less-Lethal Launchers, Ammunition, and Chemical Agents) list the inventory of AB 481 weapons, ordnance, and ammunition maintained by the Department. Maintenance costs for these items are absorbed by the PAMO budget, precluding the ability to provide individual maintenance costs for each item. The ammunition numbers are estimated and include amounts used for training as well as amounts deployed in the field for operations; therefore, the quantity changes daily.

Less Lethal Launchers

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
1	Sage Deuce 37mm Launcher	7	Delivery system for 37mm direct impact less-lethal projectiles. 2 shot capability.	Response to immediate threat to the safety of Department personnel or others.	\$1,880.00	30 years	None	N/A*	LASD Special Weapons Certification
2	Sage Deuce 40mm Launcher	675 (including 500 pending delivery)	Delivery system for 40mm direct impact less-lethal projectiles. 2 shot capacity.	Response to immediate threat to the safety of Department personnel or others.	\$1,880.00	30 years	250	N/A*	LASD Special Weapons Certification
3	Arwen Ace single shot 37mm Launcher	6	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$1,500.00	30 years	None	N/A*	LASD Special Weapons Certification
4	Arwen "Arwen" multi shot 37mm Launcher	36	Delivery system for 37mm direct impact less-lethal projectiles with revolving cylinder. 5 shot capacity.	Response to immediate threat to the safety of Department personnel or others.	\$1,500	30 years	None	N/A*	LASD Special Weapons Certification
5	LMT multi shot 40mm launcher	34	Delivery system for 40mm direct impact less-lethal projectiles with revolving cylinder. 4 shot capacity.	Response to immediate threat to the safety of Department personnel or others.	2,305.00	30 years	250	N/A*	LASD Special Weapons Certification
6	Penn Arms multi shot 37mm launcher	13	Delivery system for 37mm direct impact less-lethal projectiles with revolving cylinder. 6 shot capacity.	Response to immediate threat to the safety of Department personnel or others.	\$1,700.00	30 years	None	N/A*	LASD Special Weapons Certification
7	Penn Arms multi shot 40mm launcher	151	Delivery system for 40mm direct impact less-lethal projectiles with revolving cylinder. 6 shot capacity.	Response to immediate threat to the safety of Department personnel or others.	\$1,800.00	30 years	None	N/A*	LASD Special Weapons Certification
8	Sage SL6 multi shot 37mm launcher	71	Delivery system for 40mm direct impact less-lethal projectiles with revolving cylinder. 6 shot capacity.	Response to immediate threat to the safety of Department personnel or others.	\$1,800.00	30 years	None	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

9	CTS TL-1 single shot 37mm launcher	11	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$1,500.00	30 years	None	N/A*	LASD Special Weapons Certification
10	Defense Technology 13/1425 single shot 40mm launcher	400	Delivery system for 40mm direct impact less-lethal projectiles, single shot launcher.	Response to immediate threat to the safety of Department personnel or others.	\$891.00	30 years	None	N/A*	LASD Special Weapons Certification
11	Defense Technology 1315 single shot 37mm launcher	29	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$1,000.00	30 years	None	N/A*	LASD Special Weapons Certification
12	Federal Labs 201-Z single shot 37mm launcher	68	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$500.00	30 years	None	N/A*	LASD Special Weapons Certification
13	Penn Arms single shot 37mm launcher	20	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$1,600.00	30 years	None	N/A*	LASD Special Weapons Certification
14	Sage Ace single shot 37mm launcher	4	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$1,200.00	30 years	None	N/A*	LASD Special Weapons Certification
15	Sage SL1 single shot 37mm launcher	124	Delivery system for 37mm direct impact less-lethal projectiles or chemical agents, single shot.	Response to immediate threat to the safety of Department personnel or others, as well as crowd dispersal after a dispersal order refusal.	\$1,000.00	30 years	None	N/A*	LASD Special Weapons Certification
16	Sage SL1 single shot 40mm launcher	9	Delivery system for 40mm direct impact less-lethal projectiles, single shot launcher.	Response to immediate threat to the safety of Department personnel or others.	\$900.00	30 years	None	N/A*	LASD Special Weapons Certification



## Less Lethal Launchers

17	Ithaca 87 Stunbag 12ga shotgun	1	Direct impact/target specific, Caliber: 12 Gauge, minimum 30 foot deployment range	No longer used. Retained for training and historical purposes. Not for field use.	Approx. \$880.00	30 years	None	N/A*	POST Basic Academy, Learning Domain 35
18	Remington 870 Stunbag 12ga shotgun	1,238	Direct impact/target specific, Caliber: 12 Gauge, minimum 30 foot deployment range	Response to immediate threat to the safety of Department personnel or others.	Approx. \$880.00	30 years	None	N/A*	POST Basic Academy, Learning Domain 35
19	Remington 870 Gas Launching 12 GA shotgun	43	Blank-firing 12ga shotgun with gas launching attachment. Magazine capacity 4-6 rounds.	Used only by SEB to launch a cannister containing irritants or inflammatory agents to entice subject(s) to surrender.	Approx. \$880.00	30 years	None	N/A*	POST Basic Academy, Learning Domain 35
20	Smith & Wesson 209-277 1.5" Gas/Flare Launching pistol	2	Double action, top-break, flare and 37mm ordnance launcher.	Used only by SEB to launch a cannister containing irritants or inflammatory agents to entice subject(s) to surrender.	Approx. \$600.00	30 years	None	N/A*	POST Basic Academy, Learning Domain 35
21	FN 303 Launcher	40	Direct impact/target specific and area saturation launcher, fin-stabilized .68 caliber, polystyrene / bismuth projectile, Effective range: 50 meters.	Used by Custody Division and the Sheriff's Response Team (SRT) for response to immediate threat to the safety of Department member(s) or others.	Approx. \$780.00	10 years	As needed to maintain current inventory.	N/A*	LASD Special Weapons Certification
22	Pepperball TACSF	40	Direct impact / target specific and area saturation semi-automatic less-lethal irritant and kinetic energy projectile launcher, .68 Caliber, maximum range: 100 ft.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	\$664.70	10 years	As needed to maintain a total inventory of Pepperball launchers between 450-550.	N/A*	LASD Special Weapons Certification
23	Pepperball TX	2	Direct impact / target specific and area saturation semi-automatic less-lethal irritant and kinetic energy projectile launcher, .68 Caliber, maximum range: 100 ft.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Unknown Discontinued	10 years	None	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

24	Pepperball Tipmann SX	37	Direct impact / target specific and area saturation semi-automatic less-lethal irritant and kinetic energy projectile launcher, .68 Caliber, maximum range: 100 ft.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Unknown Discontinued	10 years	None	N/A*	LASD Special Weapons Certification
25	Pepperball SA200	228	Direct impact / target specific and area saturation semi-automatic less-lethal irritant and kinetic energy projectile launcher, .68 Caliber, maximum range: 100 ft.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Unknown Discontinued	10 years	None	N/A*	LASD Special Weapons Certification
26	Pepperball TAC 700	58	Direct impact / target specific and area saturation automatic less-lethal irritant and kinetic energy projectile launcher, .68 Caliber, maximum range: 100 ft.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Unknown Discontinued	10 years	None	N/A*	LASD Special Weapons Certification
27	Pepperball FTC	91	Direct impact / target specific and area saturation semi-automatic less-lethal irritant and kinetic energy projectile launcher, .68 Caliber, maximum range: 100 ft.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$589.00	10 years	As needed to maintain a total inventory of Pepperball launchers between 450-550	N/A*	LASD Special Weapons Certification
28	Pepperball LIVE PAVA Projectile	86,087	2% PAVA Powder (irritant) projectile, Caliber: .68 x .72, Kinetic Energy: 12-15 J, Maximum distance: 60 ft, Area saturation 150+ feet.	Ammunition for PepperBall Launchers	Approx. \$3.26	Approx. 3 years when stored properly.	As needed to maintain total Pepperball ammunition inventory between 175,000 – 200,000.	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

29	Pepperball LIVE-X PAVA Projectile	7,910	5% MAXSAICIN PAVA Powder (irritant) projectile, Caliber: .68 x .72, Kinetic Energy: 12-15 J, Maximum distance: 60 ft, Area saturation 150+ feet.	Ammunition for PepperBall Launchers	Approx. \$4.11	Approx. 3 years when stored properly.	As needed to maintain total Pepperball ammunition inventory between 175,000 – 200,000.	N/A*	LASD Special Weapons Certification
30	Pepperball LIVE-MAXX Projectile	0	5% PAVA Powder (irritant) projectile, Caliber: .68 x .72, Kinetic Energy: 12-15 J, Maximum distance: 60 ft, Area saturation 150+ feet.	Ammunition for PepperBall Launchers	Approx. \$5.47	Approx. 3 years when stored properly.	As needed to maintain total Pepperball ammunition inventory between 175,000 – 200,000.	N/A*	LASD Special Weapons Certification
31	Pepperball Inert Projectile	81,548	Inert powder projectile, Caliber: .68 x .72, Kinetic Energy: 12-15 J, Maximum distance: 60 ft, Area saturation 150+ feet.	Ammunition for PepperBall Launchers	Approx. \$0.90	Approx. 5 years when stored properly.	As needed to maintain total Pepperball ammunition inventory between 175,000 – 200,000.	N/A*	LASD Special Weapons Certification
32	PepperBall Glass Breaker Projectile	190	Solid polymer projectile, Caliber .68, Weight: 3 grams, Velocity 280-300 fps, Direct impact range: 60 ft.	Ammunition for PepperBall Launchers for breaking out residential windows and side-glass of automobiles. Not for use on humans or animals.	Approx. \$3.03	Approx. 3 years when stored properly.	As needed to maintain total Pepperball ammunition inventory between 175,000 – 200,000.	N/A*	LASD Special Weapons Certification
33	FN 303 PAVA Projectile	14,730	0.5% PAVA Powder (irritant) projectile, fin-stabilized with Non-toxic bismuth forward payload, Weight: 8.5 grams, Effective range: 50 meters.	Ammunition for FN 303 launcher	Approx. \$4.96	Approx. 5 years when stored properly.	As needed to maintain total FN303 ammunition inventory between 35,000 – 45,000.	N/A*	LASD Special Weapons Certification
34	FN 303 Inert Powder Projectile	2,211	Inert (powder) projectile, fin-stabilized with Non-toxic bismuth forward payload, Weight: 8.5 grams, Effective range: 50 meters.	Ammunition for FN 303 launcher	Approx. \$2.19	Approx. 5 years when stored properly.	As needed to maintain total FN303 ammunition inventory between 35,000 – 45,000.	N/A*	LASD Special Weapons Certification
35	FN 303 Inert Water Projectile	22,200	Inert (water) projectile, fin-stabilized with Non-toxic bismuth forward payload, Weight: 8.5 grams, Effective range: 50 meters.	Ammunition for FN 303 launcher	Approx. \$2.12	Approx. 5 years when stored properly.	As needed to maintain total FN303 ammunition inventory between 35,000 – 45,000.	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

36	Defense Technology 12ga Stunbag (Item # 3027)	12,188	Direct impact/target specific, Caliber 12 Gauge, Minimum 30-foot deployment range	Response to immediate threat to the safety of the Department member or others.	Approx. \$4.85	5 years when properly stored.	As needed to maintain current inventory.	N/A*	POST Basic Academy, Learning Domain 35
37	Defense Technology 40mm Exact Impact (Item # 6325)	22,407	Point of aim, point of impact, direct fired round with velocity of 345 fps.	Ammunition for 40mm Less-Lethal launcher.	Approx. \$19.96	5 years when properly stored.	As needed to maintain inventory between 25,000 – 35,000	N/A*	LASD Special Weapons Certification
38	SAGE 40mm Crush Nose OC (Item # K043OC)	2,273	Crush nose Irritant impact baton round, Effective range: 44 yards, Velocity: 295 fps.	Ammunition for 40mm Less-Lethal launcher.	Approx. \$25.00	5 years when properly stored.	As needed to maintain inventory between 2,000 – 2,500.	N/A*	LASD Special Weapons Certification
39	Safariland 40mm Stinger round	1,622	Point of aim, point of impact, direct fired or skip fired, multiple rubber ball round, Projectile count: ~18, Velocity: 325 fps.	Ammunition for 40mm Less-Lethal launcher.	Approx. \$21.97	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
40	Safariland 40mm Exact Impact round	136	Point of aim, point of impact, direct fired, velocity of 345 fps.	Ammunition for 40mm Less-Lethal launcher.	Approx. \$19.96	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
41	Safariland 40mm Foam Baton round	1,371	Point of aim, point of impact, direct fired or skip fired, Foam baton round, Projectile count: 3, Velocity: 325 fps.	Ammunition for 40mm Less-lethal launcher.	Approx. \$21.82	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
42	Defense Technology 40mm Aerial Warning munition (Item #6028WS)	400	Aerial deflagrating, emits light (5 million candela for 7.5 milliseconds) and sound (170dB at 5 feet), Range: 50 meters.	Ammunition for 40mm Less-lethal launcher. Used by SRT only. Not for field use by patrol personnel.	Approx. \$39.15	5 years when properly stored.	None	N/A*	LASD SRT Basic Course
43	Defense Technology Blast Ball Grenade (Item # 1098)	1,864	Non-reusable rubber grenade with Inert powder surrounding an explosive charge.	Distract, momentarily disorient, and/or gain compliance from a suspect. Also used during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$42.90	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices.	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

44	Defense Technology .32 Cal. Sting Ball Grenade (Item # 1090)	2,840	Non-reusable rubber grenade filled with approx. 180 .32 caliber rubber balls, surrounding an explosive charge, rubber projectiles dispersed 360 degrees.	Distract, momentarily disorient, and/or gain compliance from a suspect. Also used during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$48.74	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	LASD Special Weapons Certification
45	Defense Technology Pocket Tactical CS Grenade (Item # 1016)	324	Less-Lethal irritant, Active Agent: CN / CS 0.9 ounce, Discharge Time: 20-30 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$18.61	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
46	Defense Technology Aerosol OC/CS Grenade (Item # 1050)	105	Less-Lethal irritant, Active Agent: CN / CS 1.0 gram, Discharge Time: 20-30 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$25.59	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
47	Defense Technology Continuous Discharge CS Grenade (Item # 1082)	583	Less-Lethal irritant, Active Agent: CS 2.7 ounce, Discharge Time: 20-30 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$25.59	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
48	Defense Technology Triple Chaser CS Grenade (Item # 1026)	2,187	Less-Lethal irritant, Active Agent: CS 3.2 ounce, Discharge Time: 20-30 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$40.75	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35

## Less Lethal Launchers

49	Defense Technology Flameless Tri-Chamber CS Grenade (Item # 1032)	1,841	Less-Lethal irritant, Active Agent: CS 0.7 ounce, Discharge Time: 20-30 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$34.47	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
50	Defense Technology Instantaneous Blast CS Grenade (Item # 1042)	1,021	Less-lethal irritant, Active Agent: CS 1.5 ounce, Instantaneous release.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$46.17	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
51	Defense Technology Han-Ball CS Grenade (Item # 1092)	558	Non-reusable grenade that holds approximately 1.6 ounces of active CS agent.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$29.59	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
52	Defense Technology Stinger CS Grenade (Item # 1088)	13	Non-reusable rubber grenade filled with approx. 180 .32 caliber rubber balls and CS Less-Lethal irritant, surrounding an explosive charge, rubber projectiles and irritant dispersed 360 degrees.	Distract, momentarily disorient, and/or gain compliance from a suspect. Also used during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$30.75	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
53	Combined Tactical Systems (CTS) Triple Phaser CS Grenade (Item # 5231)	125	Less-Lethal irritant, Active Agent: CS irritant, Emission Ports: 15, Discharge Time: 25-450 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$27.19	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35

## Less Lethal Launchers

54	CTS Sting Ball Grenade (Item # 9593)	526	Non-reusable rubber grenade filled with approx. 105 .31 caliber rubber balls and CS Less-Lethal irritant, surrounding an explosive charge, rubber projectiles and irritant dispersed 360 degrees.	Distract, momentarily disorient, and/or gain compliance from a suspect. Also used during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$35.48	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	LASD Special Weapons Certification
55	CTS Jet Lite Ball Grenade (Item # 9230)	168	Less-Lethal irritant, Active Agent: CS irritant, Discharge Time: 10-20 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$24.87	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
56	CTS Flameless Expulsion CS Grenade (Item # 5430)	125	Less-Lethal irritant, Active Agent: CS irritant, Flameless dispersal via 2 emission ports, Discharge Time: Instantaneous.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$32.23	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
57	CTS Baffled CS canister (Item # 5230B)	192	Less-Lethal irritant, Active Agent: CS and smoke, Discharge time: 20-40 seconds.	Used primarily in structures to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$49.00	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
58	CTS CS canister (Item # 5230)	37	Less-Lethal irritant, Active Agent: CS and smoke, Discharge time: 20-40 seconds.	Used primarily in structures to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$49.00	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
59	CTS OC/CS Vapor Grenade (Item # 6343)	168	Less-lethal irritant, Active Agent: OC and CS, Discharge time: 1-5 seconds.	Used primarily in structures to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$46.25	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
60	CTS OC Flameless Expulsion cannister (Item # 5440)	68	Less-lethal irritant, Active Agent: OC irritant, Instantaneous discharge.	Used primarily in structures to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$52.00	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35

## Less Lethal Launchers

61	CTS 40mm Liquid CS Barricade Penetrator (Item # 4330)	147	Less-lethal irritant, Barricade penetrating, Active Agent: Liquid CS, 50-yard effective range, instantaneous discharge.	Used to deploy irritants into structures from a safe distance, to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$30.00	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
62	CTS 40mm Powder OC Barricade Penetrator (Item # 4441)	85	Less-lethal irritant, Barricade penetrating, Active Agent: OC irritant, 50-yard effective range, instantaneous discharge.	Used to deploy irritants into structures from a safe distance, to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$31.45	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
63	CTS 40mm CS Smoke Barricade Penetrator (Item # 4232)	50	Less-lethal irritant, Barricade penetrating, Active Agent: CS and smoke.	Used to deploy irritants into structures from a safe distance, to entice barricaded suspect(s) to surrender. Deployed only by certified SEB personnel.	Approx. \$65.00	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
64	CTS 40mm Frangible Impact CS (Item # 4530)	94	Point control impact munition with frangible polyurethane foam for dispersal of CS powder, Effective range: 50 yards, velocity: 290-320 fps.	Ammunition for Special Enforcement Bureau 40mm Less-lethal launcher.	Approx. \$32.70	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
65	CTS 40mm Sponge Impact (Item # 4557)	75	Point control impact munition with closed cell Neoprene projectile. Effective range: 50 yards, velocity: 240-260 fps	Ammunition for Special Enforcement Bureau 40mm Less-lethal launcher.	Approx. \$24.30	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
66	Defense Technology Low Roll II Distraction Device (Item # 8922NRSC)	112	Distraction device, light duration: 10 milliseconds, Light level: 6-8 million candelas, Sound level: 175 db at 5'.	Noise-flash diversion device intended to distract or momentarily disorient a suspect upon tactical entry.	Approx. \$48.00	5 years when properly stored.	None	N/A*	Special Weapons and Tactics Course
67	CTS Low Roll Double Bang (Item # 7290-2)	12	Flash-bang, Double bang, Light output: 2 million candlepower, Sound output 165-180 dB.	Noise-flash diversion device intended to distract or momentarily disorient a suspect upon tactical entry.	Approx. \$85.39	5 years when properly stored.	None	N/A*	Special Weapons and Tactics Course
68	CTS Low Roll 9 Bang (Item # 7290-9)	15	Flash-bang, Nine bang, Light output: 1 million candlepower, Sound output 165-180 dB.	Noise-flash diversion device intended to distract or momentarily disorient a suspect upon tactical entry.	Approx. \$181.62	5 years when properly stored.	None	N/A*	Special Weapons and Tactics Course



## Less Lethal Launchers

69	Defense Technology Spede-Heat Continuous Discharge Grenade (Item #1072)	260	High volume, continuous burn, Discharge time: 20-40 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$28.82	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
70	AERKO International CLEAROUT CS/OC Aerosol Grenade	1,686	Less-Lethal irritant, Active Agent: CS and OC irritant, Flameless aerosol dispersal, Discharge Time: less than 30 seconds	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$21.00	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
71	Defense Technology Triple Chaser OC (Item #1020)	100	Less-Lethal irritant, Active Agent: OC 1.06 ounce, Discharge Time: 20-30 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$45.74	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
72	Combined Tactical Systems (CTS) Sting-Ball Grenade (Item #9590)	1,065	Multi-effect with loud blast, bright flash, and dispersion of .31 caliber rubber pellets	Distract, momentarily disorient, and/or gain compliance from a suspect. Also used during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$35.48	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	LASD Special Weapons Certification
73	Pro-Tech K01/K01LE 37mm Direct Impact Baton	2,873	Point of aim, point of impact, direct fired round with a designated variation range from 20 meters (K01LE) to 100 meters (K01).	Ammunition for 37mm Less-lethal Launchers	Unknown (Purchased over 10 years ago)	5 years when properly stored.	As needed to maintain current inventory.	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

74	Defense Technology OC Vapor Aerosol Grenade (Item #1056)	24	Non-pyrotechnic OC irritant dispersal device, vapor/mist release, discharge time: 1-5 seconds.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$43.25	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
75	Defense Technology OC Muzzle Blast 40mm round (Item #6040)	231	Delivers OC irritant within the immediate area (30 feet) of discharge. Instantaneous emission.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$23.18	5 years when properly stored.	As needed to maintain current inventory.	N/A*	POST Basic Academy, Learning Domain 35
76	Defense Technology CS Muzzle Blast 40mm round (Item #6042)	65	Delivers CS irritant within the immediate area (30 feet) of discharge. Instantaneous emission.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$22.11	5 years when properly stored.	As needed to maintain current inventory.	N/A*	POST Basic Academy, Learning Domain 35
77	Defense Technology CS Muzzle Blast 37mm round (Item #1142)	20	Delivers CS irritant within the immediate area (30 feet) of discharge. Instantaneous emission.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Unkonwn	5 years when properly stored.	As needed to maintain current inventory.	N/A*	LASD Special Weapons Certification
78	Federal Laboratories CS Muzzle Blast 37mm round (Item #501)	56	Delivers CS irritant within the immediate area (30 feet) of discharge. Instantaneous emission.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Unknown (No longer available)	5 years when properly stored.	None	N/A*	LASD Special Weapons Certification
79	Sage Control Ordnance Sponge Baton 40mm round (Item #K048LM)	236	Sponge (Soft-Tip) Impact Baton round, Effective range between 1 meter and 100 meters.	Ammunition for 40mm less-lethal launcher.	Approx. \$20.85	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	LASD Special Weapons Certification

## Less Lethal Launchers

80	Federal Laboratories Han-Ball CS Grenade (Item #519)	102	Non-reusable grenade that disburses active CS agent.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$45.75	5 years when properly stored.	None	N/A*	POST Basic Academy, Learning Domain 35
81	Federal Laboratories CS Smoke Grenade (Item #517)	24	Non-reusable grenade that disburses active CS agent and smoke.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$45.75	5 years when properly stored.	None	N/A*	POST Basic Academy, Learning Domain 35
82	Federal Laboratories Spedeheat CS Grenade (Item #555)	17	High volume, continuous burn, Active CS Dispersion.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. 38.29	5 years when properly stored.	None	N/A*	POST Basic Academy, Learning Domain 35
83	Defense Technologies CS Rubber Ball Blast Grenade (Item #1097)	125	Combination irritant and diversion device. CS dispersion – 26 grams.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. 44.92	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
84	Defense Technologies OC Rubber Ball Blast Grenade (Item #1095)	136	Combination irritant and diversion device. OC dispersion – 4.2 grams.	Used to entice barricaded suspects to surrender or during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx. \$44.92	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
85	Sabre Phantom Cell Buster OC Spray Device	17	10% OC spray with hose and wand attachment to assist deployment through vents and under doors.	Used to entice barricaded suspects to surrender or during violent disturbances within custody environments.	Approx. \$101.00	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	LASD Special Weapons Certification

Less Lethal Launchers

86	CTS Inert Tear Ball Grenade (Item #9410)	0	Non-reusable rubber grenade with Inert powder surrounding an explosive charge.	Distract, momentarily disorient, and/or gain compliance from a suspect. Also used during violent disturbances within custody and field environments as a response to immediate threats to the safety of Department members or others.	Approx./ \$45.90	5 years when properly stored.	As necessary to maintain current total inventory of hand-deployable dispersal and/or distraction devices	N/A*	POST Basic Academy, Learning Domain 35
87	Remington Model 870 Gas-Launching Shotgun	8	12ga manually operated (pump action) shotgun with launching cup muzzle attachment	Used to deploy irritants from a safe distance, to entice barricaded or combative suspect(s) to surrender. Deployed only by certified SEB personnel.	\$1,250.00	10-15 years	None	N/A*	POST Basic Academy, Learning Domain 35, LASD Special Weapons Certification, SEB POST-Certified Special Weapons and Tactics Course

Addenda  
IC – Less  
Lethal and

Ammunition (Including Gas)

\*The Los Angeles County Sheriff’s Department maintains a Police Training-Ammunition & Weapons (PAMO) budget to maintain and store weapons, ordnance, and ammunition. Some of these items are reportable under AB 481 and some are not. Addenda 1B (Firearms and Ammunition) and 1C (Less-Lethal Launchers, Ammunition, and Chemical Agents) list the inventory of AB 481 weapons, ordnance, and ammunition maintained by the Department. Maintenance costs for these items are absorbed by the PAMO budget, precluding the ability to provide individual maintenance costs for each item. The ammunition numbers are estimated and include amounts used for training as well as amounts deployed in the field for operations; therefore, the quantity changes daily.

Breaching Equipment

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
1	Detonating cord, Primacord	2	(PETN based),50 grains per foot, 1000 foot roll.	Initiating the detonation of certain other explosives at any number of points.	\$1500.00	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
2	Detonating cord, Primacord	2	(PETN based), 90 grains per foot. 1000 foot roll	Initiating the detonation of certain other explosives at any number of points.	\$1700.00	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
3	Detonating cord, Primacord	1	(PETN based), 100 grains per foot. 1000 foot roll.	Initiating the detonation of certain other explosives at any number of points.	\$1800.00	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
4	Explosive flex sheet	2	2mm (PETN based, 20lb roll.	Material used to obtain a desired force.	\$2000.00	5 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School
5	Explosive mil-sheet	1	3mm (RDX based), 20lb roll	Material used to obtain a desired force.	\$2000.00	5 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School
6	Explosive flex sheet	2	3mm (PETN based), 20lb roll	Material used to obtain a desired force.	\$2000.00	5 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School
7	Explosive cutting tape, Saber Explosives Co.	1	300 grains per foot, 20 feet.	Material used to obtain a desired force.	\$1000.00	5 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School

Breaching Equipment

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
8	Explosive cutting tape, Saber Explosives Co.	1	600 grains per foot, 20 feet.	Tape that allows to maintain a proper standoff distance.	\$1300.00	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
9	Flexible linear shape charge.	1	125 grains per foot, 40 feet.	Allows explosive to produce a uniform linear cutting action upon detonation	\$1500.00	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
10	Boosters	150	20 grams, 150 pieces	Allows for sufficient energy to set off a low sensitive charge	\$1000.00 per 500 pieces.	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
11	Non-electric detonators with attached shock tube	10 cases	40 feet	An instrument used to replicate and direct blast waves in order to simulate an actual explosion	\$500.00 per case	5 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School
12	Non-electric detonators with attached shock tube	3 cases	80 feet	An instrument used to replicate and direct blast waves in order to simulate an actual explosion	\$600.00 per case	5 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School

Breaching Equipment

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
13	Mark 54	24	(MK54) Mechanical initiator	Royal arms dual shock tube initiator	Donated	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
14	Mark 55	15	(MK55) Mechanical initiator	Non electric system, shock tube initiator	Donated	5 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
15	Detonating cord strip charge	4	Built in house, 90” per foot, 50 grain, 2 strand detonation cord.	Breach a structure using the minimal amount of explosive material in order to achieve 100% penetration.	Approx \$150.00	2 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
16	Fracture wall charge	1	Built in house, C3 explosive sheet, 6” 50 grain per foot det cord.	Breach a structure using the minimal amount of explosive material in order to achieve 100% penetration.	Approx \$150.00	2 Years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
17	Door hinge charge	3	Built in house, C-2 Explosive sheet, 3 pieces 7”x1”, with a 20 gram booster x2.	Breach a structure using the minimal amount of explosive material in order to achieve 100% penetration.	Approx \$150.00	2 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School
18	Strip charge	3	Built in house, 2 strand detonation cord, 50 grain per foot, with duct tape and “breachers” Tape.	Breach a structure using the minimal amount of explosive material in order to achieve 100% penetration.	Approx \$150.00	2 years	Replace as budget allows	\$15000.00	LASD – Cal/OSHA Tactical Breaching School

Breaching Equipment

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
19	Slap charge	6	Built in house, C-2 explosive sheet 8” long x 1 inch wide, ½ of a 20 gram booster, with a 12” of 50 grain per foot detonating cord.	Breach a structure using the minimal amount of explosive material in order to achieve 100% penetration.	Approx \$150.00	2 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
20	Gun port charge	3	Built in house, (4) 12” long 50 grain per foot, and (1) piece of 50 grain per foot detonating cord 36”	Breach a structure using the minimal amount of explosive material in order to achieve 100% penetration.	Approx \$150.00	2 years	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
21	Halligan Tool	8	36” length metal bar, with a horn and bill at one end, wedge on the opposite end.	Breaching, use to pry, twist, punch, or strike door or window.	Approx \$250.00	Until damaged	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School
22	Breaching Ram	8	25” length 30lbs, metal, with grip handles, a striking plate on one end.	Used to Breach wooden doors.	Made at the metal shop	Until damaged	Replace as budget allows	\$15,000.00	LASD – Cal/OSHA Tactical Breaching School



Breaching Equipment

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Requirements
23	Remington Model 870 Breaching Shotgun	11	12ga manually operated (pump action) shotgun with door breaching muzzle attachment	Used to breach various doors and locks for access structures/areas in a tactical environment.	\$1,000.00	10 years	None	\$2,000.00 total for breaching shotguns and ammunition	POST Basic Academy, Learning Domain 35, LASD – Cal/OSHA Tactical Breaching School
24	Royal Arms Tesar-1 Orange Cap Breaching Slug round	125	12-gauge 275 grain compressed copper frangible slug	Used to breach door lock mechanisms, doorknobs, hinges, deadbolts, safety chains, and padlocks.	\$5.00	5 years	None	\$2,000.00 total for breaching shotguns and ammunition	POST Basic Academy, Learning Domain 35, LASD – Cal/OSHA Tactical Breaching School
25	Royal Arms Tesar-2 Black Cap Breaching Slug round	150	12-gauge 425 grain compressed copper frangible slug	Used to breach door lock mechanisms, doorknobs, hinges, deadbolts, safety chains, and padlocks.	\$5.00	5 years	None	\$2,000.00 total for breaching shotguns and ammunition	POST Basic Academy, Learning Domain 35, LASD – Cal/OSHA Tactical Breaching School

## Vehicles

Item #	Description	Quantity Possessed	Capabilities/Item Details	Purpose/Use	Purchase Cost per Item	Estimated Lifespan	Quantity Requested	Est. Yearly Maintenance Cost	Training Required
1	2006 Oshkosh, 53' Command Post Trailer, SX1133	1	The Command Post Trailer facilitates the operational control during natural and man-made disasters, active field incidents and community events.	Mobile Command Post Trailer, Regional	Unknown	20 years	None	\$1,517.94	Commercial Driver's License, LASD Basic Academy LD-19 - Vehicle Operations
2	2006 Freightliner Columbia Tractor for 53' Mobile Command Post, SX1083	1	Tow vehicle for 53' Mobile Command Post	Tow Command Post Trailer	Unknown	20 years	Replace as budget allows to comply with CARB Requirements and maintain inventory.	\$4,322.40	Commercial Driver's License, LASD Basic Academy LD-19 - Vehicle Operations
3	2006 Oshkosh, 42' Mobile Command Post, SX1134	1	The Command Post Trailer facilitates the operational control during natural and man-made disasters, active field incidents and community events.	Mobile Command Post Trailer, Regional	Unknown	20 years	None	\$2,004.74	Commercial Driver's License, LASD Basic Academy LD-19 - Vehicle Operations
4	2006 Freightliner Columbia Tractor for 42' Mobile Command Post, SX1084	1	Tow vehicle for 42' Mobile Command Post	Tow Command Post Trailer	Unknown	20 years	Replace as budget allows to comply with CARB Requirements and maintain inventory.	\$4,322.40	Commercial Driver's License, LASD Basic Academy LD-19 - Vehicle Operations
5	2006 Freightliner M2 Starlight Truck 38' Mobile Command Post, SX1170	1	The Command Post facilitates the operational control during natural and man-made disasters, active field incidents and community events.	Mobile Command Post, Regional	Unknown	20 years	None	\$4,322.40	Commercial Driver's License, LASD Basic Academy LD-19 - Vehicle Operations
6	Lenco BEAR (Ballistically Engineered Armored Rescue Vehicle)	1	Ballistic armored vehicle capable of seating driver and twelve passengers.	SEB Armored vehicle for ballistic protection, scene containment and stabilization, and rescue.	\$293,745.00	15-20 years	None	\$6,482.00	LASD Basic Academy LD-19 – Vehicle Operations, Special Enforcement Bureau Armored Vehicle Use, ARV Movement, and ARV Positioning Courses, Class B Commercial Driver's License with airbrakes endorsement
7	2012 Tac Cat (Tactical Caterpillar, NIJ IV Rated)	1	Armored Bobcat with gas delivery system, camera/monitor system, P.A. system, breaching capability.	Breaching/Gas Delivery/Communication-Negotiations	\$297,000.00	20 years, dependent upon wear and use.	Replace as budget permits to maintain vehicle inventory	\$4,796.00	LASD Basic Academy LD-19 - Vehicle Operations, Special Enforcement Bureau Z7 Tactical Caterpillar Course
8	American Specialty Vehicle, MRAP	1	NIJ Type IV+ Ballistic Armor, 0.5-1.5 inch steel plate, ballistic glass, blast shields.	Used by SEB for ballistic protection during rescue operations, high-risk incidents, and hazmat or explosive ordinance mitigation	\$0 (Obtained via 10-33 Program)	20+ years	None	\$7,980.00	LASD Basic Academy LD-19 – Vehicle Operations, Special Enforcement Bureau Armored Vehicle Use, ARV Movement, and ARV Positioning Courses, Class A Commercial Driver's License with airbrakes endorsement

## Vehicles

9	Telerob Telemax Pro Robot	2	Ground robotic platform used to support Arson Explosives Detail, Hazardous Material Detail and Special Enforcement Detail.	Operational Support	\$323,700.00	15 years	None	\$8,000.00	Arson Explosives Detail ongoing equipment training/familiarization program
10	Remotec Andros F5	3	Ground robotic platform used to support Arson Explosives Detail, Hazardous Material Detail and Special Enforcement Detail.	Operational Support	\$305,542.89	10 years	None	\$500.00	Arson Explosives Detail ongoing equipment training/familiarization program
11	Avatar Robot (With Arm)	1	Unmanned ground vehicle, remotely operated with 4 cameras, and an articulating arm with a claw-gripper. The arm can pick-up and manipulate small objects.	Provides video reconnaissance and remote capabilities of robotic arm.	\$51,235.00	6 years	Replace as budget allows to maintain inventory	None	Special Enforcement Bureau ongoing equipment training/familiarization program
12	Avatar Robot (W/ or without Arm)	1	Unmanned ground vehicle, remotely operated with 4 cameras.	Provides video reconnaissance and remote capabilities of robotic arm.	\$24,885.00	6 years	Replace as budget allows to maintain inventory	None	Special Enforcement Bureau ongoing equipment training/familiarization program
13	Recon Scout Robot	2	Unmanned ground vehicle, remotely operated, and is throwable with one thermal camera.	Provides video reconnaissance.	\$7,500.00	6 years	Replace as budget allows to maintain inventory	None	Special Enforcement Bureau ongoing equipment training/familiarization program
14	iRobot	2	Unmanned ground vehicle, remotely operated with four cameras. Robot has articulating fins and it allows it to climb small obstacles i.e., curbs, sidewalks.	Provides video reconnaissance.	\$14,000.00	6 years	Replace as budget allows to maintain inventory	None	Special Enforcement Bureau ongoing equipment training/familiarization program
15	Transcend Vantage	2	Unmanned ground vehicle, remotely operated with cameras for thermal imagery and 360-degree view, and a gas delivery system.	Provides video reconnaissance and can deliver chemical agents.	\$38,000.00	6 years	Replace as budget allows to maintain inventory	None	Special Enforcement Bureau ongoing equipment training/familiarization program
16	Transcend Vantage Breacher	1	Unmanned ground vehicle, remotely operated with cameras for thermal imagery, and articulating arm that is used to breach doors.	Provides video reconnaissance and can breach doors.	\$55,000.00	6 years	Replace as budget allows to maintain inventory	None	Special Enforcement Bureau ongoing equipment training/familiarization program
17	DJI – Avata	8	Unmanned aerial vehicle with camera.	Provides video reconnaissance of a large open and/or inaccessible area for disaster response, Search and Rescue, or law enforcement.	\$2,200.00	3-5 Years	Replace as budget allows to maintain inventory	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training

## Vehicles

18	Mavic Dual Zoom	2	Unmanned aerial vehicle with a 3x zoom feature.	Provides video reconnaissance of a large open and/or inaccessible area for disaster response, Search and Rescue, or law enforcement.	\$2,700.00	3-5 years	Replace as budget allows to maintain inventory	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training
19	Mavic Dual Enterprise	2	Unmanned aerial vehicle with camera, spotlight, and loudspeaker.	Provides video reconnaissance of a large open and/or inaccessible area for disaster response, Search and Rescue, or law enforcement.	\$6,500.00	3-5 years	Replace as budget allows to maintain inventory	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training
20	Universal Trailer (PKB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	Unknown	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
21	Universal Trailer (PKB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	Unknown	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
22	Universal Trailer (PKB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	Unknown	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
23	Eagle Motorhome (CPB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	Unknown	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
24	Eagle Motorhome (CPB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	Unknown	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
25	ALMBD Trailer Model 7952, SX1133 (CFMB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$579,700.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
26	ALMBD Trailer Model 7953, SX1134 (CFMB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$532,500.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
27	Freightliner 38' Utility Quad Cab – SX1117 (CFMB)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$749,631.25	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
28	Freightliner MT5, SX1250 (PLM)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$235,943.00	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
29	2013 Forest River Trailer, Lic #1388696 (Lomita)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$36,120.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
30	Dico DACTR DUI Command Post Trailer, Lic #1388696, SH4904 (Lomita)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	Unknown	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License

## Vehicles

31	Forest River Eliminator Command Post Trailer, Lic #1388696 (Lomita)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$0 Purchased/Donated by Lomita Station area cities.	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
32	Ford F550 Armored Vehicle, Lic #1257529, Metro Veh #20-1184 (TSB)	1	The Armored Group "BATT" (Ballistic Armored Tactical Transport) armored Vehicle	Armored Rescue Vehicle	\$0 Vehicle owned by LA Metropolitan transit Authority and available for LASD use.	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
33	Lance 2612 Toy Hauler, SX1693 (LAN)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$58,297.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
34	2015 Freightliner MT-55, SX1622 (SCT)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$296,851.00	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
35	2005 SportTrailer, Toyhauler, SX1104 (SCT)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$35,000.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
36	Eagle 38-MCP, SX0892 (WAL)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$127,540.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
37	PCEAM Trailer, SX1441 (ALD)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$19,464.11	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
38	Command Post Trailer, Lic #1237907 (South LA)	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$15,925.00	15 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
39	2004 Ford E450 (Cerritos) – Owned by City	1	Modified with additional communications equipment to facilitate operational control.	Mobile Command Post	\$0 Owned by the city of Cerritos	20 years	None	Unknown	LASD Basic Academy LD-19 - Vehicle Operations, Basic Driver's License
40	Lenco BearCat	12	Ballistic armored vehicle capable of seating driver and seven passengers with gas injection system and camera pole	SEB Armored vehicle for ballistic protection, scene containment and stabilization, and rescue.	\$415,000.00	15-20 years	None	\$6,000.00	LASD Basic Academy LD-19 – Vehicle Operations, Special Enforcement Bureau Armored Vehicle Use, ARV Movement, and ARV Positioning Courses
41	DJI MAVIC 3 THERMAL	3	Unmanned aerial vehicle with 640x512 thermal camera and 56x hybrid zoom visual camera	Provides video reconnaissance of a large open and/or inaccessible area for disaster response, Search and Rescue, or law enforcement.	\$6,500.00	3-5 Years	None	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training
42	AEE MACH 4	1	Unmanned aerial vehicle with 10X Optical zoom, 4kp60 1/2.3 sensor	Provides video reconnaissance of a large open and/or inaccessible area for disaster response,	\$9,000.00	3-5 years	None	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training

Vehicles

				Search and Rescue, or law enforcement.					
43	TELEDYNE FLIR SIRAS	2	Unmanned aerial vehicle with interchangeable dual thermal/visible camera	Provides video reconnaissance of a large open and/or inaccessible area for disaster response, Search and Rescue, or law enforcement.	\$10,500.00	3-5 years	None	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training
44	DJI MATRIC 210	1	Unmanned aerial vehicle with 640x512 thermal camera and 30x optical zoom/6x digital zoom visible camera	Provides video reconnaissance of a large open and/or inaccessible area for disaster response, Search and Rescue, or law enforcement.	\$25,000.00	3-5 years	None	\$500.00	Federal Aviation Administration Remote Pilot Certificate, 24 hour Special Enforcement Bureau Remote Pilot Training

# Probation Oversight Commission Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**March 5, 2024**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

**Recent Meetings:****January 11, 2023**

- Updates on BSCC and Probation's progress towards compliance with the CAPs and update on staffing and call out numbers
- Election of new POC Officers
  - Eduardo Mundo, Chair
  - Dolores Canales, Vice Chair
  - Diane Terry, Secretary
- [Report](#) on Rising Scholars and Post-secondary Education in Probation Facilities
- Report on Bryan Diaz death investigation
- [Report](#) on Use of Force backlog

**February 8, 2024**

- [Report](#) from Probation on the roles, responsibilities, and limitations of Safety and Security Officers (SSOs), Special Enforcement Officers (SEOs), and "School Teams" who provide security around the perimeter and inside Los Angeles County Probation's juvenile facilities. The POC has asked the Department to provide policies, law, and data related to the performance of these units including an update of the report on contraband found on the units.
- [Report](#) on how many youth in Probation's juvenile facilities have been faced juvenile or adult charges for incidents occurring inside the facilities, and specifically at Los Padrinos Juvenile Hall (LPJH) and an update on how many petitions have been filed to transfer youth out of Probation's custody into the custody of the Los Angeles Sheriff's Department.

**Upcoming Meetings:****March 13, 2024**

- Update from Probation on progress toward compliance with the Board of State and Community Correction's (BSCC) findings regarding Title 15 at Barry J. Nidorf Secure Youth Treatment Facility and Los Padrinos Juvenile Hall as well as alternative plans to reduce the population at Los Padrinos and plan for a possible evacuation of both facilities.
- Update on LA County Probation adult services including the Pre-Trial Program, AB109, Special Enforcement Officers (SEO) and community needs for housing and reentry services.
- POC report on targeted inspections to observe Substance Use Disorder programs and services
- POC report on demographics of incarcerated youth