



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: September 24, 2025

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Sandra Croxton, 5th Supervisorial District

CEO MEETING FACILITATOR: Dardy Chen

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055.

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](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

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. NONE

3. BOARD MOTION ITEM(S):

- NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Approval of Contracts for As-Needed Fire Fleet Maintenance and Repair Services (Emergency Vehicles Only)
Speaker(s): Mike Inman (FIRE)

B. BOARD LETTER:

Approval of a License Agreement for Use of Weapons Firing Range
Speaker(s): Cynthia Lopez and Daniel Inez (SHERIFF'S)

C. BOARD BRIEFING: (continued from 9/17/25 CAR)

Community Safety Implementation Team (CSIT) Briefing
Speaker(s): Wil Pinkney and Chidinma Ume (CEO/CSIT)

D. BOARD BRIEFING:

Civilian Oversight Commission (COC) and Office of Inspector General (OIG) Monthly Status and Custody Briefing
Speaker(s): Sharmaine Moseley (COC) and Max Huntsman (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEM(S):

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (a) of Government Code section 54956.9)

Arturo Antonio Pineda Cobian v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 20STCV35856

Department(s): Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of Subdivision (d) of Government Code section 54956.9)

Heriberto Ponce v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 23STCV21112

Department(s): District Attorney

CS-3 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

George Flores v County of Los Angeles, et al.

Los Angeles Superior Court Case No. 23CHCV03852

Department(s): Sheriff's

7. UPCOMING ITEM(S) FOR OCTOBER 1, 2025:

A. BOARD LETTER:

Approval of an Annual Equitable Sharing Agreement and Certification for Federally Forfeited Assets

Speaker(s): David E. Culver (SHERIFF'S)

B. BOARD LETTER:

Ten-Year Lease – Sheriff's Department

4900 South Eastern Avenue, Commerce

Speaker(s): Alexandra Nguyen-Rivera (CEO-Real Estate)

C. BOARD LETTER:

Pitchess Detention Center South Renovation Project

Speaker(s): Zohreh Kabiri (PUBLIC WORKS)

D. BOARD BRIEFING:

Probation Oversight Commission (POC) and Office of Inspector General (OIG)

Probation Monthly Briefing

Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/24/2025	
BOARD MEETING DATE	10/14/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	FIRE	
SUBJECT	The District is requesting Board of Supervisors (Board) approval to enter into two individual contracts with SVT Fleet Solutions, LLC (SVT Fleet). The District requires fire fleet maintenance and repair services. These two contracts with SVT Fleet will be for the provision of Light & Medium Vehicle Repair and Heavy Truck Repair; both servicing the District's fleet of emergency vehicles and both procured on an as-needed and intermittent basis.	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	Current contract will be expiring December 31, 2025.	
COST & FUNDING	Total cost: Combined sum of \$3.6 million	Funding source: Fire Department funding. Sufficient funding is available in the District's Fiscal Year 2025-2026 Final Adopted Budget. The District will continue to allocate the necessary funds to obtain the required services.
	TERMS (if applicable): 6 years maximum for each contract	
	Explanation: The annual maximum for Light & Medium Vehicle Repair is \$250,000 and Heavy Truck Repair is \$350,000. Initial contract term of three years, with two one-year and twelve month-to-month extension options, for a maximum possible contract term of six years for each contract.	
PURPOSE OF REQUEST	The recommended actions will enable the District to continue to obtain fire fleet maintenance and repair services on an as-needed, intermittent basis for its fleet of emergency vehicles classified as Light & Medium Vehicles and Heavy Trucks.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The District's Fleet Services Section requires maintenance and repair services for its fleet of emergency vehicles classified as Light & Medium Vehicles and Heavy Trucks on an as-needed and intermittent basis. These contracts will assist the District in maintaining the operational readiness of its fleet of emergency vehicles, which is critical to safeguarding the health and safety of Los Angeles County residents, as well as our frontline emergency responders.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes – Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jasmine Anderson, ASMII, 323-881-6173, jasmine.anderson@fire.lacounty.gov Mike Inman, Deputy Fire Chief, 323-881-6165, Mike.Inman@fire.lacounty.gov



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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



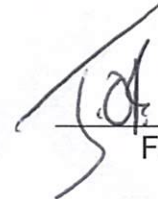
BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS FIRST DISTRICT	HOLLY J. MITCHELL SECOND DISTRICT
LINDSEY P. HORVATH THIRD DISTRICT	JANICE HAHN FOURTH DISTRICT

October 14, 2025

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


FC Approval for CAR

Dear Supervisors:

APPROVAL OF CONTRACTS FOR AS-NEEDED FIRE FLEET MAINTENANCE AND REPAIR SERVICES (EMERGENCY VEHICLES ONLY) (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into two individual contracts with SVT Fleet Solutions, LLC (SVT Fleet). The District requires fire fleet maintenance and repair services in a variety of service categories. These two contracts with SVT Fleet will be for the provision of Light and Medium Vehicle Repair, and Heavy Truck Repair, servicing the District's fleet of emergency vehicles, and procured on an as-needed and intermittent basis, and therefore not Proposition A contracts.

**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 attached contracts (Enclosures A & B) which have been approved as to form by County Counsel, between the District and SVT Fleet to provide as-needed Light and Medium Vehicle Repair and Heavy Truck Repair for its fleet of emergency vehicles. The contracts are anticipated to commence on January 1, 2026.

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

2. Authorize the combined maximum contract sum of \$3,600,000, including the initial contract term of three years, with two one-year and twelve month-to-month extension options, for a maximum possible contract term of six years for each contract. The maximum contract sum represents the contract cost based on the District's annual budget for these services as detailed below:
 - Light and Medium Vehicle Repair \$250,000 annual
 - Heavy Truck Repair \$350,000 annual
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 annual budgets 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 continue to obtain fire fleet maintenance and repair services on an as-needed, intermittent basis for its fleet of emergency vehicles classified as Light and Medium Vehicles and Heavy Trucks.

The District operates a variety of emergency and incident support vehicles, including triple combination pumper engines, quints, ladder trucks, light forces (combination of an engine and a ladder truck). The Statement of Work (SOW) for Light and Medium Vehicle Repair covers the District's emergency vehicles ranging from light duty vehicles (6,000 to 10,000 Gross Vehicle Weight Rating (GVWR)) and medium duty vehicles (10,001 to 26,000 GVWR). The SOW for Heavy Truck Repair covers the District's emergency vehicles ranging from 26,001 GVWR and greater. These contracts will assist the District in maintaining the operational readiness of its fleet of emergency vehicles, which is critical to safeguarding the health and safety of Los Angeles County residents as well as our frontline emergency responders.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The maximum combined contract sum is \$3,600,000, including the contract term of an initial three years, and two one-year options, for a potential maximum contract term of six years for both contracts. The maximum annual expenditure for these services is \$250,000 for Light & Medium Vehicles and \$350,000 for Heavy Trucks. Sufficient funding is available in the District's Fiscal Year 2025-2026 Final Adopted Budget. The District will continue to allocate the necessary funds to obtain the required services. These contracts include an allowance for Cost-of-Living Adjustments (COLAs) after the initial three-year base contract term, allowing for increases based upon the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) that shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office (CEO) as of each January 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code 13861. These contracts include service categories required by the District that comply with the California State Department of Consumer Affairs Bureau of Automotive Repair (BAR), the National Institute for Automotive Service Excellence (ASE), and by all Original Equipment Manufacturer (OEM) part specifications.

SVT Fleet will provide all of the equipment, tools, and labor necessary to perform the required contracted services for the District's emergency vehicles. In addition, SVT Fleet will 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 agrees to maintain compliance with all requirements throughout the term of these contracts. The contracts provide that the District has no obligation to pay for expenditures incurred by SVT Fleet beyond each contract's pricing mechanisms. Further, SVT Fleet will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Branch reviewed these contracts prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. These contracts have been approved as to form by County Counsel and have been properly executed by SVT Fleet.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The District released two separate Invitation for Bids (IFB) to solicit fire fleet maintenance and repair services for two service categories. The Heavy Truck Repair Services solicitation was released on April 15, 2025, and the Light & Medium Vehicle Repair solicitation was released on May 6, 2025. Announcements for both solicitations were posted on the District's contracting website, the County's WebVen portal, and an advertisement was placed in the Los Angeles Times newspaper in an effort to maximize outreach to potential bidders.

On the submission deadline, the District received the following responses:

- **Heavy Truck Repair IFB:** The District received one bid in response to this solicitation. As the only bidder, SVT Fleet was determined to be the lowest cost, responsive, and responsible bidder.
- **Light and Medium Vehicle Repair IFB:** The District received two bids in response to this solicitation. One bid was disqualified by the District due to being non-responsive and incomplete. The disqualified firm was given an opportunity to request a Disqualification Review from the District; however, the vendor did not submit a request. The remaining vendor was SVT Fleet, and they were determined to be the lowest cost, responsive, and responsible bidder.

The District reviewed the State of California Business License and BAR websites and the Contractor Alert Reporting Database (CARD) to assess SVT Fleet's performances and complaints with other agencies and found that there are currently no violations. SVT Fleet was evaluated and deemed capable of performing the services requested based on their qualifications and experience as stated in their bids. In addition, SVT Fleet is currently providing Heavy Truck and Light and Medium Vehicle Repair services under contracts with the District approved by your Board in 2020 and has maintained a proven performance record since that time. The current contracts will expire on December 30, 2025.

As these services are needed on an intermittent basis, this is not a Proposition A Contract; therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The District's emergency vehicles serve a critical role in fire suppression, disaster response and recovery, and emergency medical response throughout Los Angeles County. Approval of the recommended actions will allow the District to continue to obtain as-needed fire fleet maintenance and repair services, thereby ensuring the District's emergency vehicles are readily available for emergency responses.

Award of these contracts will not result in the displacement of any County employees as these as-needed services are presently obtained from SVT Fleet. These contracts 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: Jasmine Anderson, Administrative Services Manager II
1320 N. Eastern Ave.
Los Angeles, CA 90063
Jasmine.Anderson@fire.lacounty.gov

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

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:mc

Enclosures

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

CONTRACT



BY AND BETWEEN

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

SVT FLEET SOLUTIONS, LLC

**FOR
FIRE FLEET HEAVY TRUCK REPAIR SERVICES
(EMERGENCY VEHICLES ONLY)**

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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**

SVT FLEET SOLUTIONS, LLC

FOR

**FIRE FLEET HEAVY TRUCK REPAIR SERVICES
(EMERGENCY VEHICLES ONLY)**

This Contract ("Contract") and Exhibits made and entered into January 1, 2026, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and SVT Fleet Solutions, LLC, hereinafter referred to as "Contractor." Contractor is located at 509 Bateman Circle Corona, CA 92878.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only); 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 Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only); and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 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.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.1.8 District Contract Administrator:** The Person designated to ensure that the objectives of this Contract are met and provide direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- 2.1.9 District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.1.10 District's Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Statement of Work and Attachments (SOW):** A written description of the work to be performed by Contractor to meet the needs of the District, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.13 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.14 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth 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 will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing on January 1, 2026, and after approval by County's Board of Supervisors, and execution by the Fire

Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2** The District will have the sole option to extend this Contract term for up to two (2) additional one-year periods and an additional twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension will be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.
- 4.3** The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.4** The Contractor must notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the District at the address herein provided in Exhibit D - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The total amount the District shall expend from its own funds for Fire Fleet Heavy Truck Repair Services (Emergency Vehicles Only) during the entire term shall not exceed, in aggregate \$350,000 per year. The estimated amount provided for this Contract does not guarantee a minimum amount of work since this Contract is for "as needed" services.
- 5.1.2** The Contract Sum under this contract will be the total monetary amount payable by the District to the Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B - Pricing Sheet.
- 5.1.3** The District does not warranty or represent that all, or any portion, of the not-to-exceed Contract amount will be authorized, allocated, or expended by the District; nor does the District warranty or represent that it will authorize the selected Contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout,

or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the District's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the District only for prior to providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder.

Contractor shall not begin work without prior written authorization from the District, a Purchase Requisition (PR) number, and Fleet Work Authorization Estimate (FWAE).

The Contractor must prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

- 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 - SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Payment to Contractor will 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 must email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
Email: Chad.Idol@fire.lacounty.gov

Mike Inman, District Project Director
Email: Mike.Inman@fire.lacounty.gov

Email: ffpod@fire.lacounty.gov

for review and approval of all invoices; and

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

The Contractor's invoices must include the following:

- Contract Number
- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable
- Brief description of services

5.5.5 District Approval of Invoices

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

5.6 Customary/Ordinary Fees

Any Federal, State, and/or local government sponsored fees shall be charged as Pass Through Fees with no Administrative Processing Fees included.

5.6.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of \$10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid.

5.6.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed \$25, which do not need to be itemized.
- Miscellaneous shop supplies charges in excess of 2% or \$25 must be itemized accordingly and shall be clearly stated as such on invoice. Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.6.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such. Freight costs will be paid at actual cost and copy of Freight invoice must be attached.

5.6.4 California Tire Fee

Contractor may invoice \$1.75 per tire. Fee shall be clearly stated on invoice as such or the fee will not be paid.

5.6.5 California Lead Acid Battery Recycling

Contractors may include \$1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.6.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.6.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

5.7 Cost of Living Adjustments (COLAs)

After the initial three year contract term, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief

Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase may take effect and become part of this contract, it will require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

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

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

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

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

5.8 Travel

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

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

6.1 District's Administration

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

6.2 District's Project Director

Responsibilities of the District's Project Director include:

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

6.3 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 will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager'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 will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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 as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor must notify the District in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.3 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 must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

All of Contractor's staff assigned to District facilities are required to have a District Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 If District requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to the District on the next business day after the employee has been removed from working on the District's Contract.

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, must undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract 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.
- 7.5.3 District will immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction

of the District or whose background or conduct is incompatible with District facility access.

7.5.4 These terms will also apply to subcontractors of District contractors.

7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or 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.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the

Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

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

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

8.5 Complaints

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

- 8.5.1** Within forty-five (45) business days after Contract effective date, the Contractor must provide the District with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the District requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for District approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.5.5** 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.
- 8.5.6** 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.
- 8.5.7** 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 Laws

- 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 this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 County:

- 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 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

- 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.
- 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If 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.
- 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.

- 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/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board 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

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board 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 "Safely Surrendered Baby Law" poster, in Exhibit G, 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 Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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 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 Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable 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 and consents that venue of any action brought hereunder will be exclusively in the County.

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 County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 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 County. 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 7.5 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

- 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.
- Renewal Certificates must be provided to District not less than 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 Subcontractor insurance policies at any time.
- 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Change in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon County'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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garage Keeper Liability Coverage with limits of not less than **\$3 million** per occurrence covering physical damage and theft of District's vehicles left with contractor for servicing, repair, storage or safekeeping.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Fire Chief or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Fire Chief or their designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or their designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. 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 the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** 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 County 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 County'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 County'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 County.

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 County each of the following:

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

8.28.3 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 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County 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 County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

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 the District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party 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 designee will 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 (District's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or designee will have the authority to issue all notices or demands required or permitted by the District under this Contract.

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 Invitation for Bids (IFB) 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 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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 bid 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:

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

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, 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 the 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 of 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 Paragraph 8.38 will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.4** 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 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 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 must provide the following information promptly at the District's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.40.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same

manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

8.40.5 The District's consent to subcontract will not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this 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 must forward a fully executed subcontract to the District for their files.

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

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as 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:

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

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in 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 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 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 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 the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 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 County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, 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 County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County

to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 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 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 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 County 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 Hiring Practices

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

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

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 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Mandatory Requirement to Register on County's WebVen

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

9.2 Limitation on Corporate Acts

9.2.1 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 Manager immediately in writing of any change in Contractor's corporate name.

9.2.2 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:

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

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

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

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

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

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

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

9.6 Transition of Contract Services

9.6.1 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 January, 2026.

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By: _____
Fire Chief

By: _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy County Counsel

CONTRACT



BY AND BETWEEN

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

SVT FLEET SOLUTIONS, LLC

FOR

**FIRE FLEET LIGHT AND MEDIUM VEHICLES
REPAIR SERVICES (EMERGENCY VEHICLES ONLY)**

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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**

SVT FLEET SOLUTIONS, LLC

FOR

**FIRE FLEET LIGHT AND MEDIUM VEHICLES REPAIR SERVICES
(EMERGENCY VEHICLES ONLY)**

This Contract ("Contract") and Exhibits made and entered into January 1, 2026, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and SVT Fleet Solutions, LLC, hereinafter referred to as "Contractor". Contractor is located at 509 Bateman Circle Corona, CA 92878.

RECITALS

WHEREAS, the District may contract with private businesses for Fire Fleet Light and Medium Vehicles Repair Services (Emergency Vehicles Only) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Fire Fleet Light and Medium Vehicles Repair Services (Emergency Vehicles Only); 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 Fire Fleet Light and Medium Vehicles Repair Services (Emergency Vehicles Only); and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 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.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.1.8 District Contract Administrator:** The Person designated to ensure that the objectives of this Contract are met and provide direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- 2.1.9 District's Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Project Manager.
- 2.1.10 District's Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.1.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.12 Statement of Work and Attachments (SOW):** A written description of the work to be performed by Contractor to meet the needs of the District, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.13 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.14 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth 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 will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing on January 1, 2026, and after approval by County's Board of Supervisors, and execution by the Fire

Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2** The District will have the sole option to extend this Contract term for up to two (2) additional one-year periods and an additional twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years, pursuant to the same terms and conditions. Each such option and extension will be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.
- 4.3** The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.4** The Contractor must notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the District at the address herein provided in Exhibit D - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The total amount the District shall expend from its own funds for Fire Fleet Light and Medium Vehicles Repair Services (Emergency Vehicles Only) during the entire term shall not exceed, in aggregate \$250,000 per year. The estimated amount provided for this Contract does not guarantee a minimum amount of work since this Contract is for "as needed" services.
- 5.1.2** The Contract Sum under this contract will be the total monetary amount payable by the District to the Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B - Pricing Sheet.
- 5.1.3** The District does not warranty or represent that all, or any portion, of the not-to-exceed Contract amount will be authorized, allocated, or expended by the District; nor does the District warranty or represent that it will authorize the selected Contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout,

or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the District's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - SOW and elsewhere hereunder.

Contractor shall not begin work without prior written authorization from the District, a Purchase Requisition (PR) number, and Fleet Work Authorization Estimate (FWAE).

The Contractor must prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

- 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 - SOW describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Payment to Contractor will 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 must email one (1) copy of the invoice to the following:

1. Chad Idol, District Project Manager
Email: Chad.Idol@fire.lacounty.gov

Mike Inman, District Project Director
Email: Mike.Inman@fire.lacounty.gov

Email: ffpod@fire.lacounty.gov

for review and approval of all invoices; and

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

The Contractor's invoices must include the following:

- Contract Number
- Purchase Requisition (PR) Number
- Vehicle ID Number ("F" Number)
- Date(s) of Service
- A breakdown of labor hours and hourly rate
i.e.: 3 hours @ \$20/hour = \$60.00
- Fixed fee (e.g. any flat rate job) authorized by the District's Project Manager or authorized designee.
- Employee Name and Employee Number of District Employee who ordered or authorized the service
- Copy of subcontractor or sublet invoice, if applicable
- Brief description of services

5.5.5 District Approval of Invoices

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

5.6 Customary/Ordinary Fees

Any Federal, State, and/or local government sponsored fees shall be charged as Pass Through Fees with no Administrative Processing Fees included.

5.6.1 Hazardous Waste Disposal

Contractor may invoice 2% of the total labor charge, not to exceed a maximum of \$10. Fee shall be clearly stated as such or the Hazardous Waste Disposal Fees will not be paid.

5.6.2 Shop "Supplies"

- Contractor may include on invoice miscellaneous shop supplies with a maximum of 2% of total labor charge, not to exceed \$25, which do not need to be itemized.
- Miscellaneous shop supplies charges in excess of 2% or \$25 must be itemized accordingly and shall be clearly stated as such on invoice. Only one method of shop fees will be accepted. Fees must be clearly stated as such or the fee will not be paid.

5.6.3 Freight

Contractor may include Freight on invoice; however, it must be clearly stated as such. Freight costs will be paid at actual cost and copy of Freight invoice must be attached.

5.6.4 California Tire Fee

Contractor may invoice \$1.75 per tire. Fee shall be clearly stated on invoice as such or the fee will not be paid.

5.6.5 California Lead Acid Battery Recycling

Contractors may include \$1 fee for purchase of battery in accordance of the California Lead Acid Batter Recycling Act (AB 2153). Fee shall be clearly stated on invoice or fee will not be paid. Fee is per battery but can be combined if multiple batteries are invoiced together.

5.6.6 Local State/Federal Mandated Fees

Local State or Federal mandated fees may be invoiced and must be indicated as such on the invoice or the fee will not be paid.

5.6.7 Fuel Surcharge

Fuel Surcharge will not be paid. Invoices including fuel surcharge will not be paid and invoice will be short paid to exclude the fuel charge.

5.7 Cost of Living Adjustments (COLAs)

After the initial three year contract term, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief

Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the District decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase may take effect and become part of this contract, it will require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

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

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

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

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

5.8 Travel

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

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

6.1 District's Administration

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

6.2 District's Project Director

Responsibilities of the District's Project Director include:

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

6.3 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 will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager'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 will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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 as they occur.

7.2 Contractor's Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor must notify the District in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with District's Project Manager on a regular basis.

7.3 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 must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

All of Contractor's staff assigned to District facilities are required to have a District Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 If District requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to the District on the next business day after the employee has been removed from working on the District's Contract.

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, must undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, District may request that the member of Contractor's staff be immediately removed from performing services under the Contract 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.
- 7.5.3 District will immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction

of the District or whose background or conduct is incompatible with District facility access.

7.5.4 These terms will also apply to subcontractors of District contractors.

7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or 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.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the

Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.

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

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

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

8.5 Complaints

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

- 8.5.1** Within forty-five (45) business days after Contract effective date, the Contractor must provide the District with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the District requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for District approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.5.5** 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.
- 8.5.6** 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.
- 8.5.7** 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 Laws

- 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 this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 County:

- 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 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

- 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.
- 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If 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.
- 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.

- 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/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board 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

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board 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 "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and 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 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 Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable 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 and consents that venue of any action brought hereunder will be exclusively in the County.

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 County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 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 County. 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 7.5 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

- 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.
- Renewal Certificates must be provided to District not less than 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 Subcontractor insurance policies at any time.
- 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Change in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon County'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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Garage Keeper Liability Coverage with limits of not less than **\$3 million** per occurrence covering physical damage and theft of District's vehicles left with contractor for servicing, repair, storage or safekeeping.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Fire Chief or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Fire Chief, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Fire Chief or their designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or their designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. 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 the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** 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 County 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 County'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 County'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 County.

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 County each of the following:

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

8.28.3 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 when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County 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 County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

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 the District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party 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 designee will 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 (District's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or designee will have the authority to issue all notices or demands required or permitted by the District under this Contract.

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 Invitation for Bids (IFB) 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 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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 bid 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:

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

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, 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 the 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 of 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 Paragraph 8.38 will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.4** 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 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 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 must provide the following information promptly at the District's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the District.
- 8.40.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same

manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.40.5** The District's consent to subcontract will not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this 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 must forward a fully executed subcontract to the District for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as 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:

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

8.43.2 In the event that the District terminates this Contract in whole or in part as provided in 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 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 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 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 the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this Paragraph 8.45 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 County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, 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 County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County

to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 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 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 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 County 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 Hiring Practices

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

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

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 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Mandatory Requirement to Register on County's WebVen

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

9.2 Limitation on Corporate Acts

9.2.1 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 Manager immediately in writing of any change in Contractor's corporate name.

9.2.2 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:

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

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

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

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

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

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

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

9.6 Transition of Contract Services

9.6.1 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 January 2026.

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/24/2025	
BOARD MEETING DATE	10/14/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Approve a License Agreement with the City of Los Angeles	
PROGRAM	As-needed use of Elysian Park Gun Range	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Zero-net-County cost	Funding source:
	TERMS (if applicable): Initial term of one year, with an option to extend the term for up to five additional one-year periods.	
	Explanation:	
PURPOSE OF REQUEST	Approval of a License Agreement with the City of Los Angeles to allow the Department as-needed access to the Elysian Park Gun Range. The use of a weapons firing range is necessary to facilitate basic handgun qualifications for armed Department personnel.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Following a fatal fire at the Department's mobile shooting range in October 2023, all 16 mobile ranges were closed, necessitating the use of alternative facilities for the training and qualification of armed personnel. Allowing the Department's armed personnel access to alternative weapons firing ranges is essential to maintaining the Department's standard for armed personnel to qualify with the Department-issued handguns, shotguns, and rifles.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Cynthia Lopez, Contracts Manager, (213) 229-3267, ctlopez@lasd.org . • Daniel Inez, Lieutenant, (323) 307-8668, dinez@lasd.org	

October 14, 2025

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

Dear Supervisors:

**APPROVAL OF A LICENSE AGREEMENT
FOR USE OF WEAPONS FIRING RANGE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a License Agreement (Agreement) with the City of Los Angeles to allow the Department occasional as-needed access to the Elysian Park Gun Range. The use of a weapons firing range is necessary to facilitate basic handgun qualifications for armed Department personnel.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute the attached Agreement with the City of Los Angeles for a term of one year, with an option to extend for up to five additional one-year periods, for a total term not to exceed six years, for the Department's use of the Elysian Park Gun Range.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements similar to the attached Agreement, with various law enforcement agencies for a term of one year, with an option to extend the term for up to five additional one-year option periods, for a total term not to exceed six years, for the Department's use of their weapons firing ranges.

3. Delegate authority to the Sheriff, or his designee, to execute any and all necessary amendments to the Agreements, including those that exercise option periods and terminate the Agreements, provided it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to enter into an Agreement with the City of Los Angeles for the use of its Elysian Park Gun Range. Approval of the recommended actions will also authorize the Sheriff to enter into similar Agreements with various participating law enforcement agencies for the Department's use of their weapons firing ranges.

Following a fatal fire at the Department's mobile shooting range in October 2023, all 16 of the Department's mobile ranges were closed, necessitating the use of alternative facilities for the training and qualification of armed personnel. These mobile ranges will remain closed for an indefinite period while the County assesses options for modifications, upgrades, and/or replacement. To address the Department's immediate needs, the Department is seeking suitable alternatives for the training and shooting qualification of armed personnel. Allowing the Department's armed personnel access to alternative weapons firing ranges is essential to maintaining the Department's standard for armed personnel to qualify with Department-issued handguns, shotguns, and rifles. This performance standard requires regular demonstrations of marksmanship competency at a live-fire range facility. Usage of the weapons firing range will depend on the availability and scheduling of the participating agency, and the availability of the Department's Weapons Training Unit to staff the weapons firing range.

The Department's Pitchess Detention Center in Castaic is an open-air facility that houses a weapons firing range and remains operational; however, the location imposes a substantial strain on resources due to the time and distance required for travel to and from the facility.

Additionally, the Department is currently utilizing a Facilities Use Agreement with Rio Hondo College, which was approved by the Board on February 8, 2022.

The Department's use of participating agencies' ranges is intended to be an interim solution to allow the Department's sworn staff to comply with the required qualifications. As a result of the tight constraints sworn staff have experienced in accessing both

Department-owned and external firing ranges, the Department has temporarily reduced its annual qualification requirement from four times per year to two times per year. Qualifications only satisfy one aspect of the Department's shooting requirements for sworn staff. The proposed Agreements are for firearms qualifications only and do not include firearms training. Firearms training is a statutory requirement for all deputy sheriffs and sergeants and is also risk mitigation for all sworn personnel and armed security officers. Due to the additional space, time, and limited number of students allowed per class, the Department's training requirements cannot be completed utilizing the proposed Agreements with participating agencies. Most participating agencies' firing ranges are suited only to service the established number of officers belonging to their specific agency. The Department's requirement to cycle over 8,000 sworn staff on an ongoing basis for qualifications and training puts significant strain on those agencies' resources. For these reasons, the Department is currently exploring the feasibility of building additional, suitable, appropriately sized shooting facilities to service the Department's qualification and training requirements.

Implementation of Strategic Plan Goals

The services provided under the Agreements support the County's Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety; Strategy ii: Operational Enhancement by enhancing organizational and administrative operations, and training of our public safety entities, to better serve the community.

FISCAL IMPACT/FINANCING

This is a zero-net-County cost Agreement, with no fiscal impact to the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed action will authorize the Sheriff to enter into an Agreement with the City of Los Angeles for the use of their Elysian Park Gun Range. The Agreement may be terminated by either party with 30 calendar days advance written notice. The proposed action will also allow the Department to establish Agreements with various participating law enforcement agencies for the Department's access to their weapons firing ranges, on an intermittent, as-needed basis for the term of the Agreements.

The attached Agreement provides for mutual indemnification and requires the County to maintain liability insurance (or self-insurance). The attached Agreement has been reviewed by the CEO Risk Management and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreements will not have a negative impact on Department operations.

CONCLUSION

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

Sincerely,

ROBERT G. LUNA
SHERIFF

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of General Services (“City” or “Licensor”), and the County of Los Angeles, acting by and through its Sheriff’s Department (“LASD” or “Licensee”), and is dated, for identification purposes only, as of _____, 2025. This License shall take effect on the date the Office of the City Clerk of Los Angeles attests this License (such date, the “Effective Date”). City and Licensee are hereinafter referred to, at times, collectively as the “Parties”, and each, individually, as a “Party”.

RECITALS

WHEREAS, City owns certain real property located at 1880 N. Academy Drive, Los Angeles, California 90012 (“Property”);

WHEREAS, following a fatal fire at one of Licensee’s mobile shooting ranges, all of Licensee’s mobile shooting ranges were closed, limiting the ability of Licensee to facilitate basic handgun qualifications for its armed personnel;

WHEREAS, the Los Angeles Police Department (“LAPD”) and Licensee have a history of collaboration, often utilizing shared training facilities, and this partnership fosters interagency cooperation and ensures consistent training protocols across both departments;

WHEREAS, to address the immediate training needs of Licensee, certain shooting ranges located at the Property have been identified as suitable alternatives for Licensee personnel who are based in the surrounding geographic area;

WHEREAS, LAPD is willing to collaborate with LASD on scheduling, at all times ensuring that LAPD’s operational needs remain prioritized while accommodating LASD’s specific training requirements based on availability;

WHEREAS, subject to the terms and conditions of this License, Licensee desires to obtain a non-exclusive license from City to access and use certain shooting ranges and parking areas located at the Property (such shooting ranges and parking areas, collectively, the “License Area”), which License Area is identified and depicted on the site plan attached as **Exhibit A** hereto (“Site Plan”) as the “Combat” shooting range, the “Shotgun” shooting range, and the “Bonus” shooting range (collectively, the “Shooting Ranges” and each, a “Shooting Range”), and the “Parking” area (the “Parking Area”); and

WHEREAS, City is willing to grant Licensee a non-exclusive license to access and use the License Area, all subject to the terms and conditions set forth in this License;

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. Grant of License. City hereby grants a non-exclusive license to Licensee to access and use the License Area throughout the Term (as defined below) of this License for the Permitted Use (as defined below) only, all subject to the terms and conditions set forth in this License.

2. Term.

(a) Initial Term. The “Term” of this License shall commence on the Effective Date and is scheduled to expire at 11:59 p.m. on the date that is immediately prior to the one-year anniversary of the Effective Date (the “Expiration Date”), subject to each Extension Option (as defined below) and early termination as provided in this License.

(b) Extension Option. City, at its sole and absolute discretion, shall have five (5) options (each, an “Extension Option”) to extend the Term for an additional one (1) year period each. Each Extension Option shall extend the Term if City exercises the Extension Option by providing Licensee with written notice of City’s election to exercise such Extension Option no less than thirty (30) days prior to the Expiration Date.

(c) Early Termination. Notwithstanding anything to the contrary herein, (i) each Party may terminate this License at any time by giving written notice to the other Party at least thirty (30) days prior to the date when such termination shall become effective, and (ii) City may terminate this License immediately in the event of an emergency or unsafe condition, at City’s sole and absolute discretion.

3. Consideration. City agrees to grant this License to Licensee on a gratis basis and without charge. Consideration for this License is Licensee’s compliance with the terms and conditions set forth in this License.

4. Permitted Use; Scheduling.

(a) Permitted Use. Licensee shall, at its sole cost and expense and subject to all terms and conditions of this License, use the License Area solely for purposes of, (i) with respect to the Shooting Ranges, necessary firearms qualifications for LASD armed personnel only at the specific Shooting Ranges and shooting lanes designated by LAPD and scheduled during dates and times designated by LAPD, and (ii) with respect to the Parking Area, the parking of passenger vehicles of those LASD personnel authorized to access the Shooting Ranges pursuant to this License on a first-come, first-served basis and only for such time periods that such LASD personnel are actively using such Shooting Ranges (collectively, the “Permitted Use”), and for no other purpose or use. Licensee, at its sole cost and expense, shall provide its own California Commission on Peace Officer Standards and Training-certified firearms instructors, targets, and ammunition when using the License Area pursuant to this License.

(b) Scheduling. Notwithstanding anything to the contrary herein, Licensee’s use of the Shooting Ranges shall be limited to the specific Shooting Ranges and shooting lanes designated from time to time by LAPD and scheduled during dates and times designated by LAPD,

at LAPD's sole and absolute discretion. It is the intent of the Parties that Licensee's use of the License Area not disrupt in any manner LAPD's day-to-day operations at the License Area and the Property. Without limiting the foregoing, the process for scheduling Licensee's use of the Shooting Ranges shall generally be as follows: (1) the designated LASD contact ("LASD Scheduling Contact") shall contact the designated LAPD contact ("LAPD Scheduling Contact") to request specific dates and times for Licensee's use of a Shooting Range; (2) LAPD shall review such request to determine if the requested dates and times are available; (3) if LAPD determines that the requested dates and times are available, LAPD will notify the LASD Scheduling Contact of such availability and designate which specific Shooting Range is available and any designated shooting lanes; and (4) if LAPD determines that the requested dates and/or times are not available, LAPD will notify the LASD Scheduling Contact to reschedule. As of the Effective Date, the LASD Scheduling Contact shall be Sergeant Brandon Jacobs and the LAPD Scheduling Contact shall be Sergeant Rick Aguirre. Each Party may substitute another individual as its Scheduling Contact by notifying the other Party of such substitute Scheduling Contact.

5. Alterations; Licensee Personal Property and Surrender; Mechanics' Liens.

(a) Alterations. Licensee shall not make any alterations or improvements to the License Area or the Property without City's prior written consent, which may be withheld in City's sole and absolute discretion.

(b) Licensee Personal Property; Surrender of the License Area. Any vehicles and all other articles of personal property of Licensee and its personnel brought to the License Area by or on behalf of Licensee shall, at Licensee's sole cost and expense, be (i) limited to the Permitted Use, (ii) supplied by Licensee, and (iii) removed by Licensee each day and upon the expiration or termination of this License. At Licensee's sole cost and expense, Licensee shall promptly repair any damage to the License Area or the Property caused by Licensee or its personnel and shall surrender the License Area to City upon the expiration or termination of this License and shall cause the License Area and the Property to be restored to its original condition, as verified by City. If Licensee shall fail to remove all of Licensee's property from the License Area each day and upon the expiration or termination of this License for any cause whatsoever, City may, at City's option, (x) assume ownership of a portion or all of such property, (y) remove and dispose of a portion or all of such property in any manner that City shall choose, and/or (z) remove and store such property without liability to Licensee for loss thereof, and Licensee shall pay City upon demand any and all expenses incurred in such removal, disposal and/or storage, including court costs and attorneys' fees and storage charges for such property for any length of time that the same shall be in City's possession or control.

(c) Mechanics' Liens. Licensee does not have authority to do anything that may result in a lien or encumbrance against the License Area or the Property. Without limiting the foregoing, Licensee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee at or for use at the Property, which claims made against City and/or purport to be secured by any mechanic's or materialmen's lien against the Property or any interest therein. If Licensee fails to pay such claims or demands or if Licensee shall, in good faith, contest the validity of any such lien, claim or demand, then Licensee shall, at its sole cost and expense, defend itself and City against the same and shall pay and satisfy any such adverse judgment

that may be rendered thereon before the enforcement thereof against City or the Property, upon the condition that if City shall require, Licensee shall furnish to City a surety bond satisfactory to City in an amount equal to such contested lien, claim or demand indemnifying City against liability for the same and holding the Property free from the effect of such lien or claim. In addition, City may require Licensee to pay City's attorneys' fees and costs in participating in such action if City shall decide it is to City's best interest so to do.

6. Condition of the License Area; Acknowledgments. Licensee accepts the License Area "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS" and subject to all zoning, municipal, county and state laws, ordinances and regulations, and covenants, conditions, restrictions, licenses, permits and agreements applicable to the License Area, and accepts this License subject thereto and to all matters disclosed thereby. Licensee acknowledges that (i) it has been advised by City to satisfy itself with respect to the condition of the License Area and its suitability for Licensee's intended use; (ii) Licensee has made such investigation as it deems necessary with reference to such matters, and assumes all responsibility therefor as the same relate to its access and use of the License Area; (iii) neither City, nor City's agents or representatives, have made any oral or written representations or warranties with respect to said matters, (iv) this License does not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, (v) City shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area at any time, and (vi) City will continue to use the License Area and the Property for City's own operations, and Licensee shall not interfere with City's use of the License Area and the Property.

7. Hazardous Substances.

(a) Releases of Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the License Area or the Property, and shall promptly, at Licensee's sole cost and expense, comply with all legal requirements and take all investigatory and/or remedial action recommended, whether or not formally ordered or required, for the cleanup of any contamination of the License Area, the Property, or any neighboring property that was caused or contributed to by Licensee or pertaining to or involving any Hazardous Substance brought onto the License Area or the Property by or for Licensee. As used in this License, the term "Hazardous Substance" shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Property, is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Property; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of City to any governmental agency or third party under any applicable statute or common law theory.

(b) Indemnification. Licensee shall indemnify, defend, and hold City, its departments, boards, officers, agents, employees, contractors, assigns, successors and volunteers (collectively, the "City Indemnified Parties") harmless from and against any and all damages, losses, liabilities, judgments, claims, costs, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the License Area or the Property by or for Licensee. Licensee's obligations shall include, but not be limited to, the cost of investigation, removal, remediation, restoration, and/or abatement, and shall survive the expiration or termination of this License. No termination, cancellation, or release agreement entered into by City and

Licensee shall release Licensee from its obligations under this License with respect to Hazardous Substances, unless specifically so agreed by City in writing at the time of such agreement.

8. Compliance with Applicable Laws, Rules, Regulations, Policies and Procedures. Licensee shall, at Licensee's sole cost and expense, fully, diligently, and in a timely manner, comply with all applicable federal, state, and local laws, rules and regulations, as well as any applicable rules, regulations, policies and procedures of City and LAPD, in each case whether now or hereafter in effect, that relate in any way to Licensee's use of or activities conducted on the License Area, including, without limitation, the policies and procedures set forth in **Exhibit B** attached hereto and incorporated herein by this reference (as may be modified by City or LAPD from time to time).

9. Right of Access and Inspection. City and City's employees, representatives, agents and invitees shall have the right to enter onto the License Area at any time, including, but not limited to, for the purposes of (i) inspecting the condition of the License Area, and (ii) verifying compliance by Licensee with this License. Licensee shall not interfere with, or injure or otherwise cause bodily harm to, any of City's employees, representatives, agents or invitees.

10. Insurance.

(a) Licensee's Insurance Coverage. During the Term of this License and without limiting Licensee's obligation to indemnify, hold harmless and defend City, Licensee shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (Form General 146 in **Exhibit C** attached hereto). The insurance must: (1) conform to City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in **Exhibit C** attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management which can include self insurance. Licensee shall comply with all Insurance Contractual Requirements shown on **Exhibit C** attached hereto. **Exhibit C** is hereby incorporated by reference and made a part of this License.

(b) Insurance Coverage Requirements. Insurance required herein shall be by companies duly licensed or admitted to transact business in the State of California, and maintaining during the policy term a "General Policyholders Rating" of at least A-, IX, as set forth in the most current issue of "Best's Insurance Guide", and shall be in a form acceptable to City. Licensee shall not do or permit to be done anything that invalidates the required insurance. Licensee shall, prior to the Effective Date, deliver to City certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to City. Licensee shall, at least ten (10) days prior to the expiration of such policies, furnish City with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year, or the length of the remaining Term, whichever is less.

(c) Release of City. Without affecting any other rights or remedies, Licensee (on behalf of itself and its employees, agents, contractors and subcontractors) hereby releases and relieves City, and waives Licensee's (and its employees', agents', contractors' and subcontractors') entire right to recover damages against City, for loss of or damage to its property (or the property of

its employees, agents, contractors and subcontractors) arising out of or incident to the perils required to be insured against herein. The effect of such release and waiver is not limited by the amount of insurance carried or required, or by any deductibles applicable thereto. Licensee agrees to have its property damage insurance carriers waive any right to subrogation that such companies may have against City.

11. Indemnity. Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Licensee shall indemnify, protect, defend, and hold harmless the License Area, the Property, and the City Indemnified Parties from and against any and all claims, lawsuits, losses, damages, liens, judgments, penalties, attorneys' and consultants' fees, costs, expenses, and/or liabilities, damages or liability of any nature whatsoever, for death or injury to any person, including Licensee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Licensee, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease. This provision will survive expiration or termination of this Lease.

12. Exemption of City from Liability. Except for the active negligence or willful misconduct of City, the City Indemnified Parties shall not be liable under any circumstances for injury, death, or damage to the person or equipment or other property of Licensee, Licensee's agents, employees, contractors, subcontractors, invitees, or any other person in or about the License Area or the Property, whether such damage or injury is caused by or results from fire, electricity, gas, water, rain, or from any other cause, whether said injury or damage results from conditions arising upon the License Area or the Property, or upon other properties owned by City, or from other sources or places. Licensee hereby assumes full responsibility for any and all risk of injury, death or property damage. Moreover, in no event shall any City Indemnified Party be liable for any damages arising from any act or negligence of any other occupant or user of the Property or from the failure of City to enforce the provisions of any agreement with any such other occupant or user.

13. Taxes. City shall pay all real property taxes that may be assessed against the License Area, while Licensee shall pay (or cause to be paid) all personal property taxes that may be assessed against any personal property of Licensee or any of Licensee's employees, agents, contractors or subcontractors that may be located on the License Area.

14. Utilities and Services. City shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service to the License Area or the Property for any reason whatsoever.

15. Assignment and Subletting. Licensee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber, or sublet all or any part of Licensee's interest in this License or the License Area without City's prior written consent, which may be withheld in City's sole discretion.

16. Default; Breach; Remedies.

(a) Default and Breach Defined. A “Default” is defined as a failure by Licensee to comply with or perform any of the terms, covenants, or conditions under this License. A “Breach” is defined as the occurrence of one or more the following Defaults, and the failure of Licensee to cure such Default within any applicable grace period:

(i) The failure of Licensee to provide reasonable evidence of insurance or to fulfill any obligation under this License that endangers or threatens life or property, where such failure continues for a period of 2 calendar days following written notice to Licensee.

(ii) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the License Area or the Property by Licensee, or its agents, employees, contractors, subcontractors or invitees, where such actions continue for a period of 2 calendar days following written notice to Licensee.

(iii) A Default by Licensee as to the terms, covenants, conditions, or provisions of this License other than those described in Sections 16(a)(i) or 16(a)(ii) above, where such Default continues for a period of 10 calendar days after written notice; provided, however, that if the nature of Licensee’s Default is such that more than 10 calendar days are reasonably required for its cure, then it shall not be deemed to be a Breach if Licensee commences such cure within said 10 calendar day period and thereafter diligently prosecutes such cure to completion.

(b) Remedies. Without limiting any other provision of this License, if Licensee fails to perform any of its affirmative duties or obligations within 10 calendar days after written notice (or, in case of an emergency, without notice), City may, at its option, perform such duty or obligation on Licensee’s behalf. Licensee shall pay to City an amount equal to 115% of the costs and expenses incurred by City in such performance upon receipt of an invoice therefor. In the event of a Breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy that City may have by reason of such Breach:

(i) Immediately terminate Licensee’s rights under this License by any lawful means, in which case this License shall terminate and Licensee shall immediately surrender its possession and occupancy of the License Area to City. In such event, City shall be entitled to recover from Licensee any amount necessary to compensate City for all of the detriment proximately caused by Licensee’s failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the License Area and/or the Property and attorneys’ fees. Efforts by City to mitigate damages caused by Licensee’s Breach of this License shall not waive City’s right to recover damages under this Section 16. If termination of this License is obtained through the provisional remedy of unlawful detainer, City shall have the right to recover in such proceeding any damages as are recoverable therein, or City may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 16(a) was not previously given, a notice to pay rent or quit, or to perform or quit given to Licensee under the unlawful detainer statute, shall also constitute the notice required by Section 16(a). In such case, the applicable grace period required by Section 16(a) and the unlawful detainer statute shall run concurrently, and the failure of Licensee to cure the Default within the greater of the two such grace periods shall constitute both an

unlawful detainer and a Breach of this License entitling City to the remedies provided for in this License and/or by said statute.

(ii) Pursue any other remedy now or hereafter available under the laws or judicial decisions of California. The expiration or termination of this License and/or the termination of Licensee's right to use shall not relieve Licensee from liability under any indemnity or other provisions of this License as to matters occurring or accruing during the Term or by reason of Licensee's use of the License Area.

17. Condemnation. If the License Area or any portion thereof is taken under the power of eminent domain, either permanently or on a temporary basis, this License shall automatically terminate as of the date the condemning authority takes title or possession, whichever first occurs. Any condemnation awards and/or payments shall be the property of City, whether such award shall be made as compensation for diminution in value of the License Area, the value of the part taken, or for severance damages.

18. Brokers. Licensee represents and warrants that it has had no dealings with any broker, finder, or other similar person in connection with this License. Licensee hereby agrees to indemnify, protect, defend, and hold City harmless from and against any and all liability for compensation or charges which may be claimed by any broker, finder, or other similar person by reason of any dealings or actions of Licensee, including any costs, expenses, or attorneys' fee incurred with respect thereto.

19. Security. Licensee hereby acknowledges that City shall have no obligation whatsoever to provide security. Licensee assumes all responsibility for the protection of the License Area, Licensee, its agents, employees, contractors, subcontractors and invitees, and their respective properties (including, but not limited to, any vehicles), from the acts of third parties.

20. No Holding Over. Licensee has no right to access and/or use the License Area, or any part thereof, beyond the expiration or earlier termination of this License.

21. Miscellaneous.

(a) Transfer by City. In the event of a transfer of City's title or interest in the Property, City shall be relieved of all liability with respect to the obligations and/or covenants in this License thereafter to be performed by City, which obligations and/or covenants shall thereafter be the responsibility of the transferee.

(b) Partial Invalidity. The invalidity of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(c) No Personal Liability. The obligations of City under this License shall not constitute personal obligations of City's officers, agents, or employees, and Licensee shall not seek recourse against City's officers, agents, or employees, or any of their personal assets, for such satisfaction.

(d) Time of the Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by Licensee under this License.

(e) Entire Agreement. This License contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

(f) Notices. All notices required or permitted by this License or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile or email transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 21(f). The addresses for each Party for the delivery or mailing of notices are as set forth in this Section 21(f) below. Either Party may by written notice to the other specify different addresses for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed given upon receipt. If notice would otherwise be deemed given on a Saturday, Sunday, or legal holiday, it shall be deemed given instead on the next business day.

To Licensee:

County of Los Angeles
Sheriff's Department
Fiscal Administration Bureau
211 West Temple Street, 6th floor
Los Angeles, CA 90012
Attention: Tracey Jue, Director
Email: TJue@lasd.org

To City:

City of Los Angeles
c/o Department of General Services
Real Estate Services Division
Suite 201, City Hall South
111 East First Street
Los Angeles, CA 90012
Attention: Lisa Schechter
Email: lisa.schechter@lacity.org

(g) Waiver. No waiver by City of the Default or Breach of any term, covenant, or condition hereof by Licensee shall be deemed a waiver of any other term, covenant, or condition

hereof, or of any subsequent Default or Breach by Licensee of the same or of any other term, covenant, or condition. City's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of City's consent to, or approval of, any subsequent or similar act by Licensee, or be construed as the basis of an estoppel to enforce the provision or provisions of this License requiring such consent.

(h) Waiver of Inconsistent Statutory Remedies. The Parties agree that the terms of this License shall govern with regard to all matters related hereto, and hereby waive the provisions of any present or future statute to the extent that such statute is inconsistent with this License.

(i) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(j) Construction. All provisions of this License to be observed or performed by Licensee are both covenants and conditions. In construing this License, all headings and titles are for the convenience of the Parties only, and shall not be considered a part of this License. Whenever required by the context, the singular shall include the plural and vice versa. This License shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

(k) Successors; Governing Law; Dispute Resolution. This License shall be binding upon the Parties, their personal representatives, successors, and (subject to the limitations on assignment contained herein) assigns, and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this License shall be initiated in Los Angeles County, California.

(l) Due Authorization. Licensee represents and warrants that (i) Licensee's execution of this License has been duly authorized; (ii) the individual executing this License on behalf of Licensee is duly authorized to do so; and (iii) this License is a binding obligation of Licensee. Concurrently with its execution of this License, Licensee shall provide City with evidence satisfactory to City confirming Licensee's representations and warranties that are set forth in the preceding sentence.

(m) Counterparts. This License may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or a similar format mutually agreed by the Parties) and sent by e-mail shall be deemed original signatures.

(n) Modification. This License may be modified only in writing, signed by the Parties in interest at the time of the modification.

(o) City Charter Section 350. Anything to the contrary in this License notwithstanding, the Parties acknowledge and agree that no suit may be brought on any claim for money or damages against City without compliance with the provisions of Los Angeles City Charter Section 350.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this License effective as of Effective Date.

LICENSEE

County of Los Angeles
Sheriff's Department

By: _____
Name: Robert G. Luna
Title: Sheriff
Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Michele Jackson
Michele Jackson
Principal Deputy County Counsel

[signatures continue on next page]

CITY

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy
Date: _____

EXHIBIT A

Site Plan







Shotgun Range

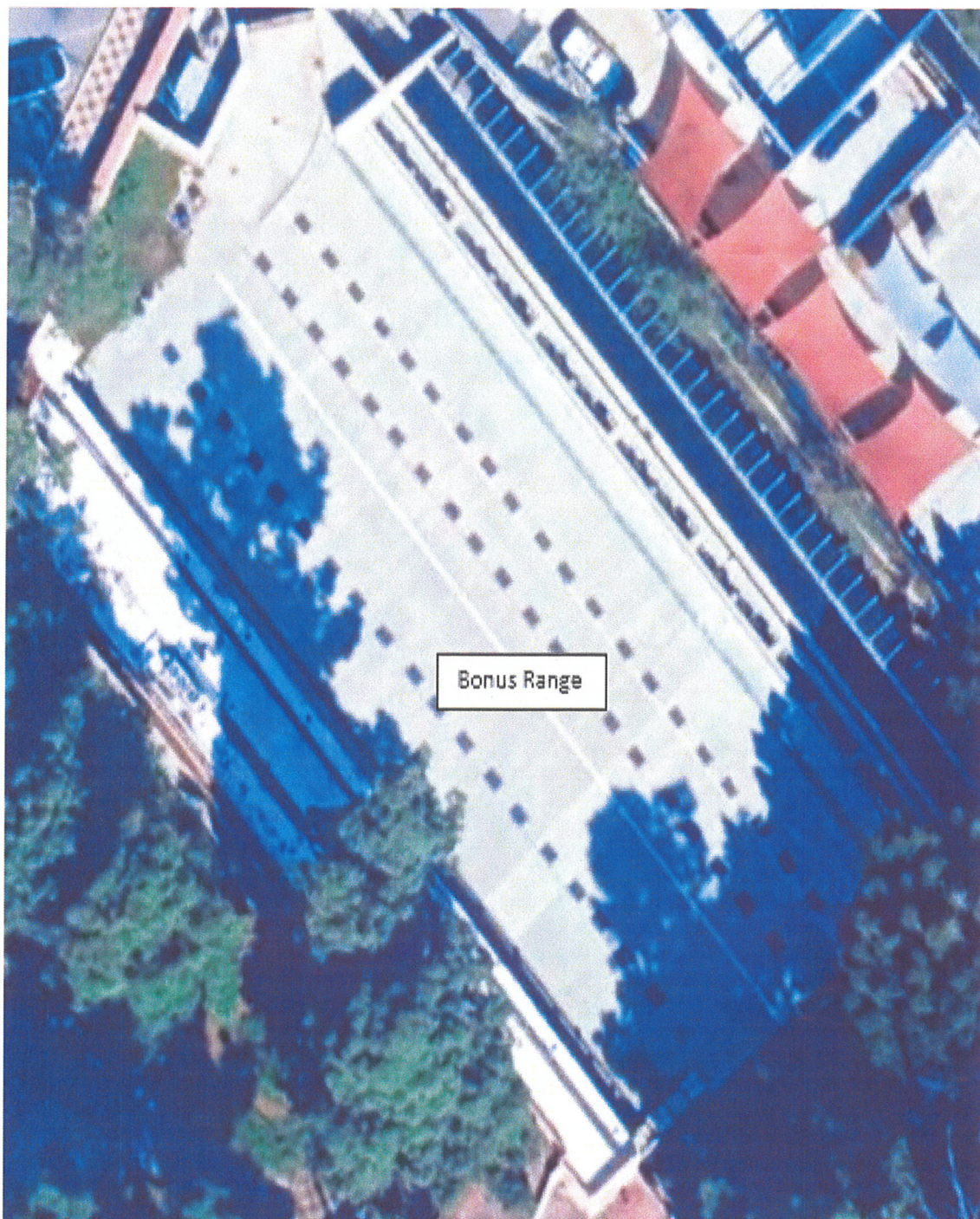


EXHIBIT B

Los Angeles Police Department **Elysian Park Firearms** **Policies and Procedures**

The following policies, and procedures outline basic operations to conduct safe and effective training while on LAPD facilities. Any person participating in training or qualification on LAPD facilities shall comply with the policies and procedures or be subject to removal from the location. The designated rangemaster shall oversee enforcing the policies and procedures and is granted the authority to refuse training and request removal of any party, regardless of employment, who refuses to follow them.

The designated LASD Rangemaster shall be provided with a set of keys to the location. These keys are individually registered and are not to be loaned out or copied.

At the start of watch the Rangemaster's responsibilities will be to open the ranges and oversee an inspection of range facilities and necessary equipment to conduct training or qualification. Any broken or damaged equipment observed shall be immediately identified and documented with the LAPD Elysian Park Firearms Supervisor at the soonest convenience.

The LASD Rangemaster shall enforce the LAPD range safety protocols including adherence to the 4 basic firearms safety rules, the proper use of mandated eye and ear protection during live fire, maintaining the proper ratio of instructors to students during training, advising personnel of proper lead abatement procedures and verifying students have proper equipment and attire to conduct safe training.

Range equipment including firearms, ammunition, holsters and other equipment shall be limited to items authorized for use by the LASD, but not to include armor piercing, incendiary or tracer ammunition. Proper range attire is always required to include the mandated use of closed toed shoes (no Crocs, or slippers) suitable for training and running.

The use of steel targets at Elysian Park Academy is prohibited due to the risk and injury and damage to the range facilities.

The Los Angeles Police Department Elysian Park Academy is open to the public in certain areas including the Rock Garden, the LAPRAAC Café, LAPRAAC equipment store, LAPRAAC administrative office and LAPFCU branch facility during operating hours. The public does not have access to the ranges and can be restricted from locations while training is ongoing.

Storage facility for the LASD conex box will be provided on the Shotgun range. Prior to the installation of the storage facility one LASD vehicle will be provided access to the upper academy for on site access to targets, backing and range equipment.

If LAPD firearms personnel are present during training or qualification LASD shall check in and check out with a range equipment verification log specifying status of equipment, date, time, initials and serial number.

EXHIBIT C

Insurance Requirements

[see attached]

EXHIBIT C

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Los Angeles Sheriff's DepartmentDate: 05/15/2025Agreement/Reference: License Agreement- Elysian Park Gun Range

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC	<u>Statutory</u>
EL	<u>\$1,000,000</u>

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

☒ **General Liability** City of Los Angeles Must be named as an additional insured party
\$5,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Sent to Lisa Schechter @ GSD



COUNTY OF LOS ANGELES

CERTIFICATE OF SELF-INSURANCE COVERAGE

06-10-2025

PRODUCER/INSURED

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
RISK MANAGEMENT BRANCH
320 WEST TEMPLE STREET, 7TH FLOOR
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION
100%

COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> Commercial General Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$5,000,000 Aggregate Amount - \$10,000,000
<input checked="" type="checkbox"/> Automobile Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Property Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Professional Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and Employers Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - Statutory Statutory aggregate

DEPARTMENT OF OPERATIONS/LOCATIONS

County Department
Facility Use Agreement

Sheriff
Los Angeles Sheriff Department's use of the Elysian Park Gun Range

Certificate Holder
City of Los Angeles and all of its Agencies, Boards, and Departments

200 N Main Street, City Hall East, Room 1240
Los Angeles, CA, 90012

CANCELLATION

SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

DESTINY CASTRO, ACTING COUNTY RISK MANAGER

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/24/2025	
BOARD MEETING DATE	10/14/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Approve a License Agreement with the City of Los Angeles	
PROGRAM	As-needed use of Elysian Park Gun Range	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Zero-net-County cost	Funding source:
	TERMS (if applicable): Initial term of one year, with an option to extend the term for up to five additional one-year periods.	
	Explanation:	
PURPOSE OF REQUEST	Approval of a License Agreement with the City of Los Angeles to allow the Department as-needed access to the Elysian Park Gun Range. The use of a weapons firing range is necessary to facilitate basic handgun qualifications for armed Department personnel.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Following a fatal fire at the Department's mobile shooting range in October 2023, all 16 mobile ranges were closed, necessitating the use of alternative facilities for the training and qualification of armed personnel. Allowing the Department's armed personnel access to alternative weapons firing ranges is essential to maintaining the Department's standard for armed personnel to qualify with the Department-issued handguns, shotguns, and rifles.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Cynthia Lopez, Contracts Manager, (213) 229-3267, ctlopez@lasd.org . • Daniel Inez, Lieutenant, (323) 307-8668, dinez@lasd.org	

Community Safety Implementation Team (CSIT)

Public Safety Cluster Update – September 2025

Wilford Pinkney Jr.

Executive Director, CSIT

September 24, 2025

CEO.

CEO. Jail Closure Framework

The framework will identify what needs to be done:

- Outline specific actions
- Assign responsibilities of the appropriate stakeholders
- Provide estimates of associated costs
- Provide the time required for the implementation of proposed strategies

Board Approval

Once complete and approved by your Board, the framework will serve as the foundation for an actionable implementation plan.

Implementation Plan

The implementation plan will be a practical, action-oriented guide for the execution phase.

Jail Population Projection

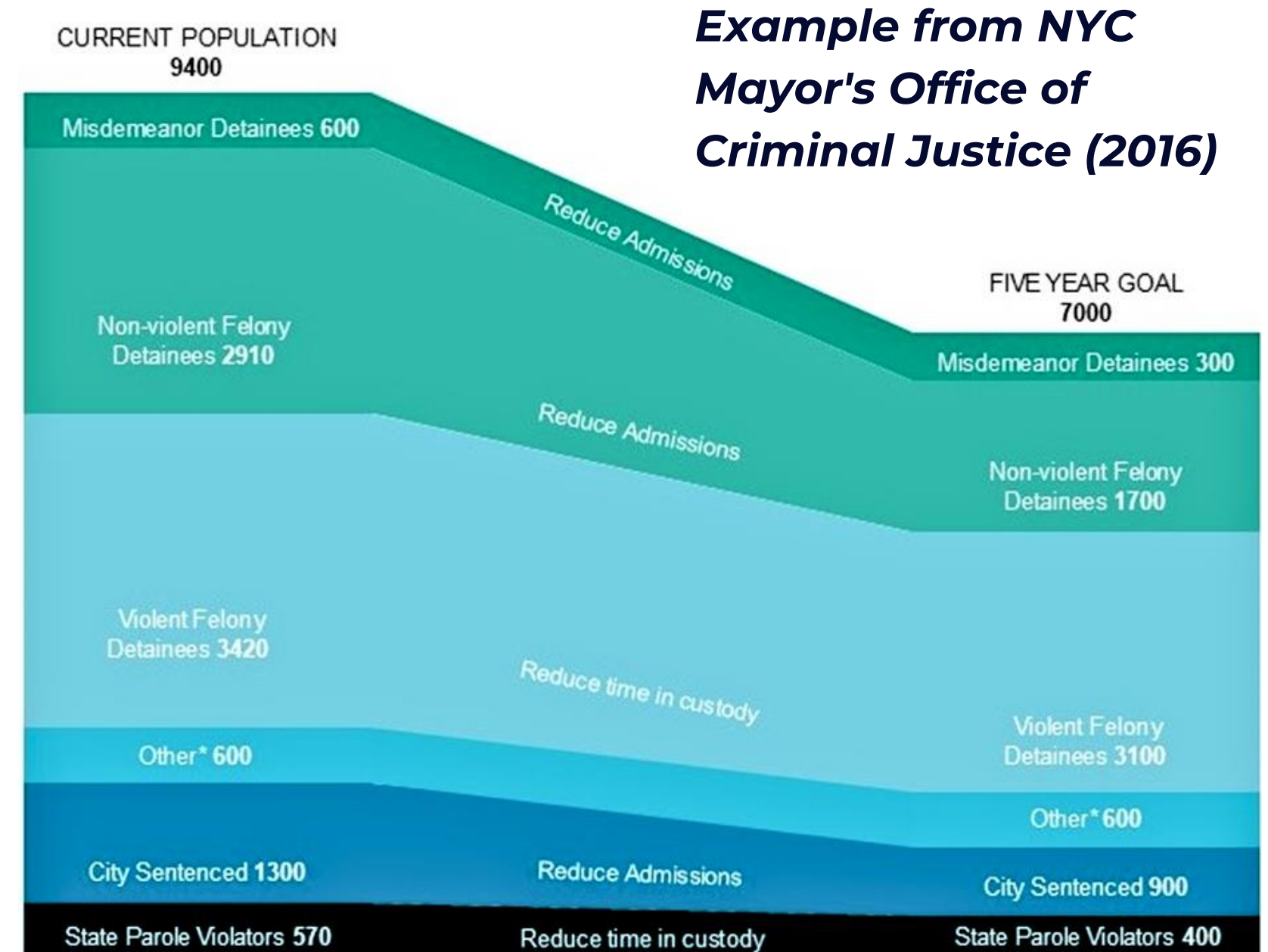
CSIT is updating a base population projection model from a 2021 study to identify a realistic population that can be reached based on current depopulation strategies and the characteristics of the jail population:

Component #1

Baseline figures to be completed by October 2025

Component #2

Estimates the impact of proposed reforms on future jail populations – timeline based on data availability



Potential Actions to Lower ADP

Average Daily Population (ADP)

ADP is a national standard for measuring jail populations, used in 30+ jurisdictions and in the MacArthur Safety and Justice Challenge. Unlike simple headcounts, it factors in both how many people enter the jail and how long they stay, which gives a more accurate picture by smoothing out daily and seasonal variations.

Preliminary analysis of ADP shows greater reductions in ADP through case processing reforms than other proposed actions.

Case Processing Reforms



CSIT is obtaining court data on hearing outcomes and is analyzing the impact of pilot initiatives aimed at reducing delays and inefficiencies in case processing.

Expansion of Mental Health Beds and Services



CSIT is working with CHS and DMH to obtain data that will inform the needed scale and scope of housing and treatment capacity expansion.

Expansion of ATIs and Diversion Programs



CSIT is working to assess feasibility and potential impact of scaling existing ATIs and diversion programs.

Reduction of Parole and Probation Violation Populations

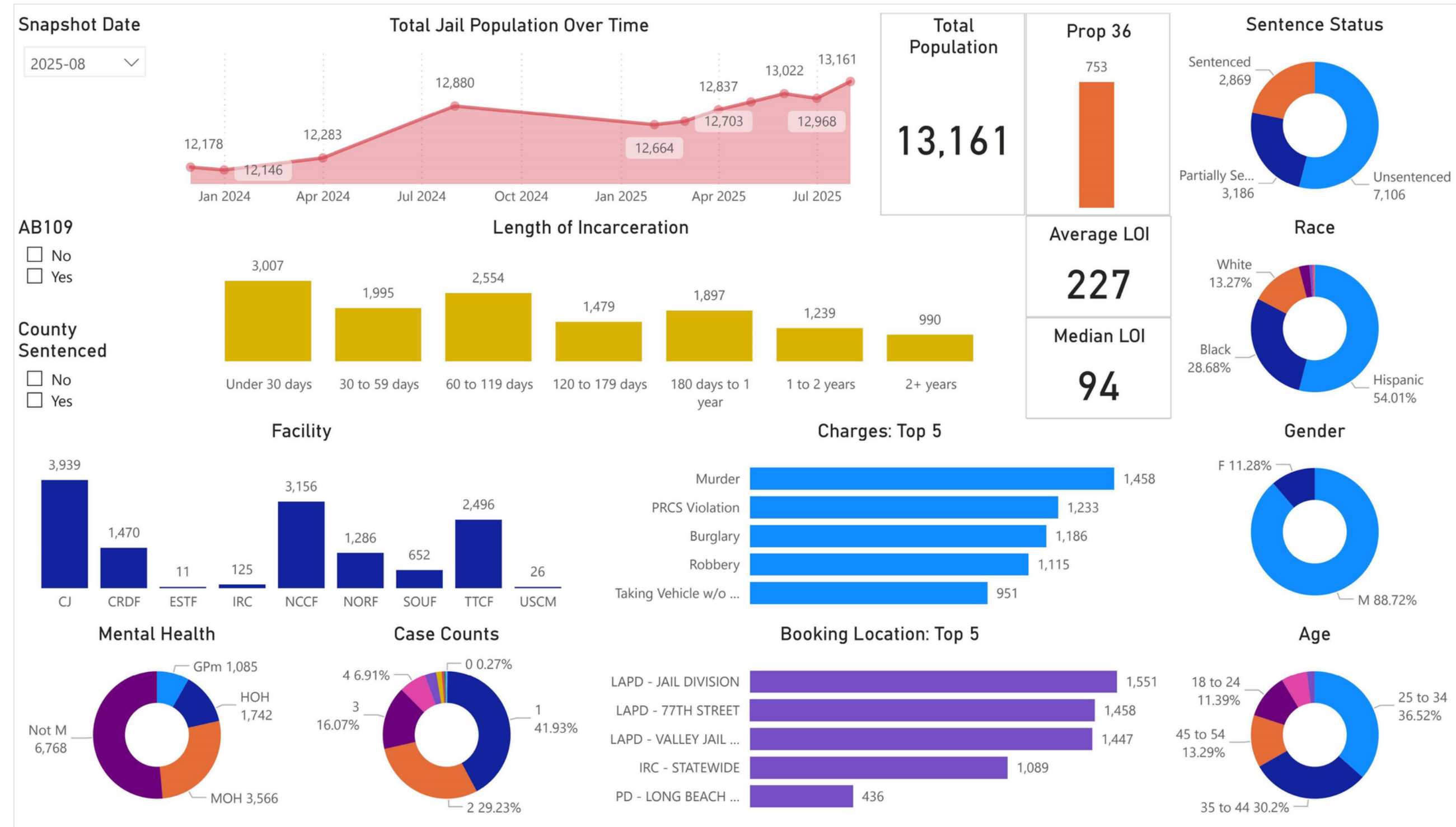


CSIT is identifying relevant data sources and collaborating with stakeholders to evaluate strategies for reducing the number of individuals held on supervision violations.

CEO. CSIT Dashboard

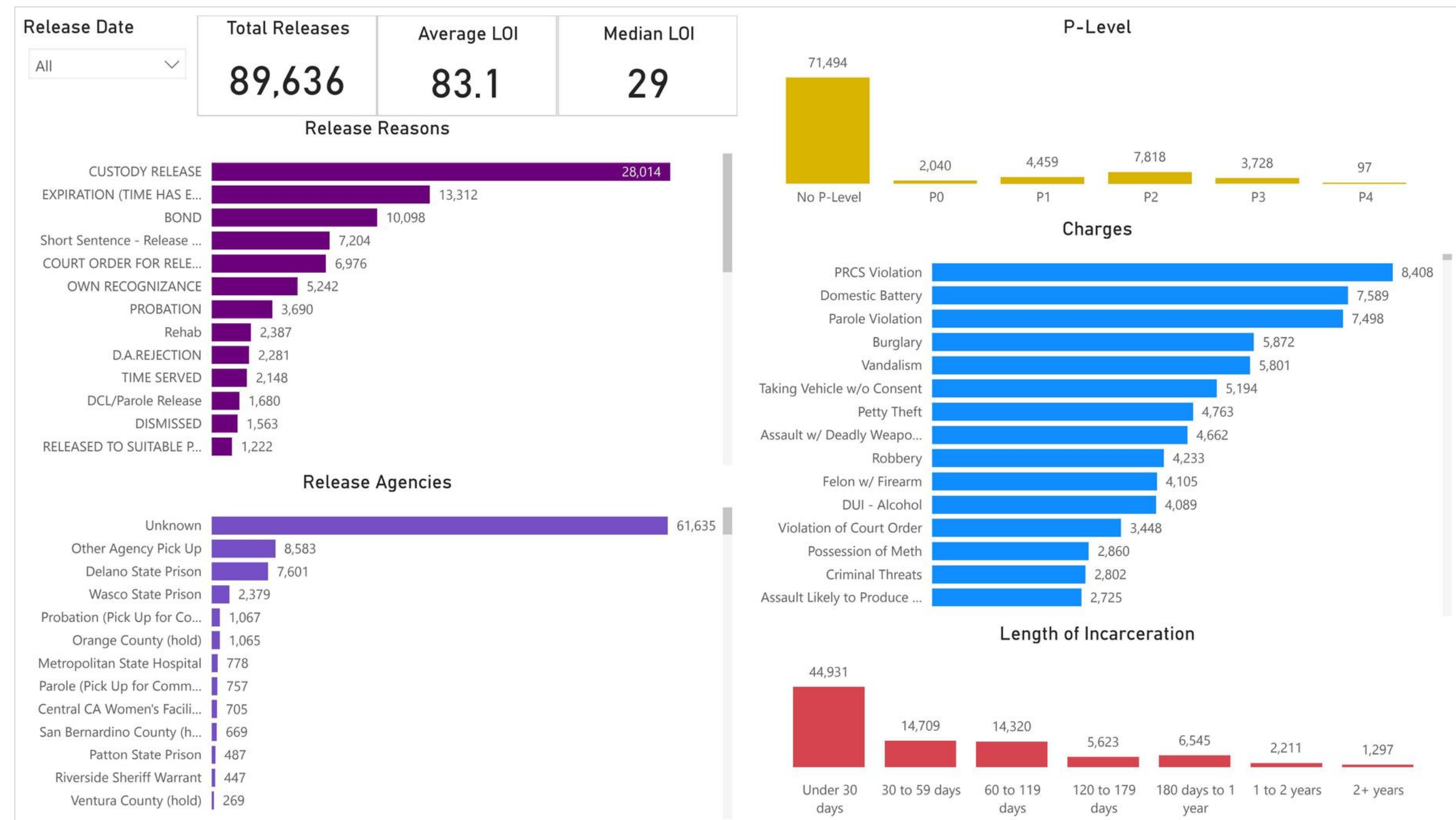
Snapshot

- **Provides point-in-time data** made available to CSIT by LASD, with an operational focus on giving more detail on the current jail population.
- **Updated monthly** with individual-level characteristics of the jail population, among others:
 - Age
 - Race and/or ethnicity
 - Charges
 - Specialty Mental Health Housing status (e.g., MOH and HOH)
 - Gender
 - Sentence Status



Releases

- **Provides release data** with additional elements detailing the release reason, any release agencies associated with those releases and similar individual-level characteristics as provided in the 'snapshot'.
- **Currently updated with 1-month retrospective releases**, which allows for capturing average lengths of stay, a vital input to calculating any impacts of depopulation strategies on the jail population.

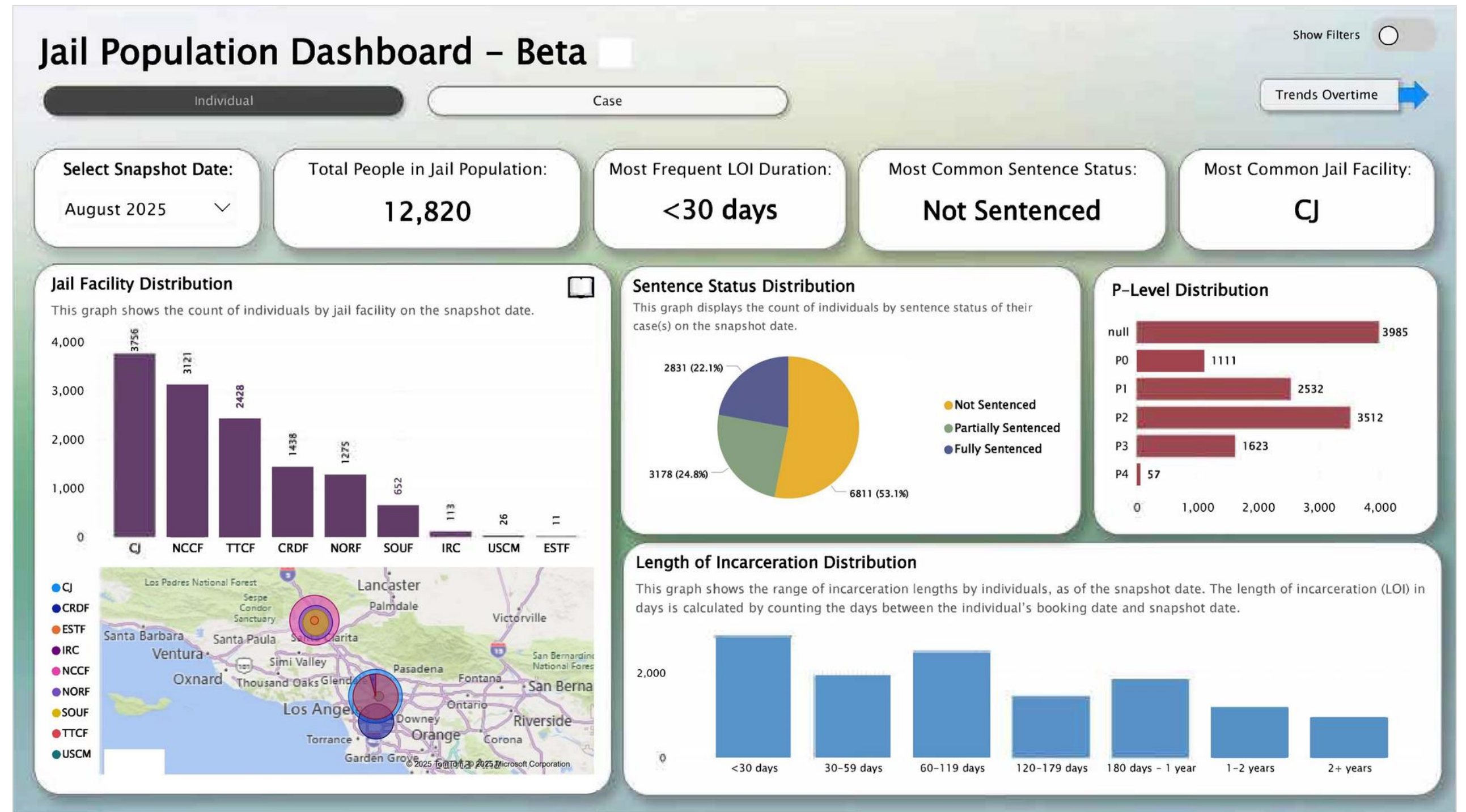


Jail Population

- **Public dashboard** displaying LASD data with a focus on providing a general overview of the jail population and their demographics. CSIT also receives this data for its analysis.
- **Updated monthly** and will have both refinements and changes to what information is displayed as part of the feedback loop with stakeholders.

Los Angeles County Justice Data Center

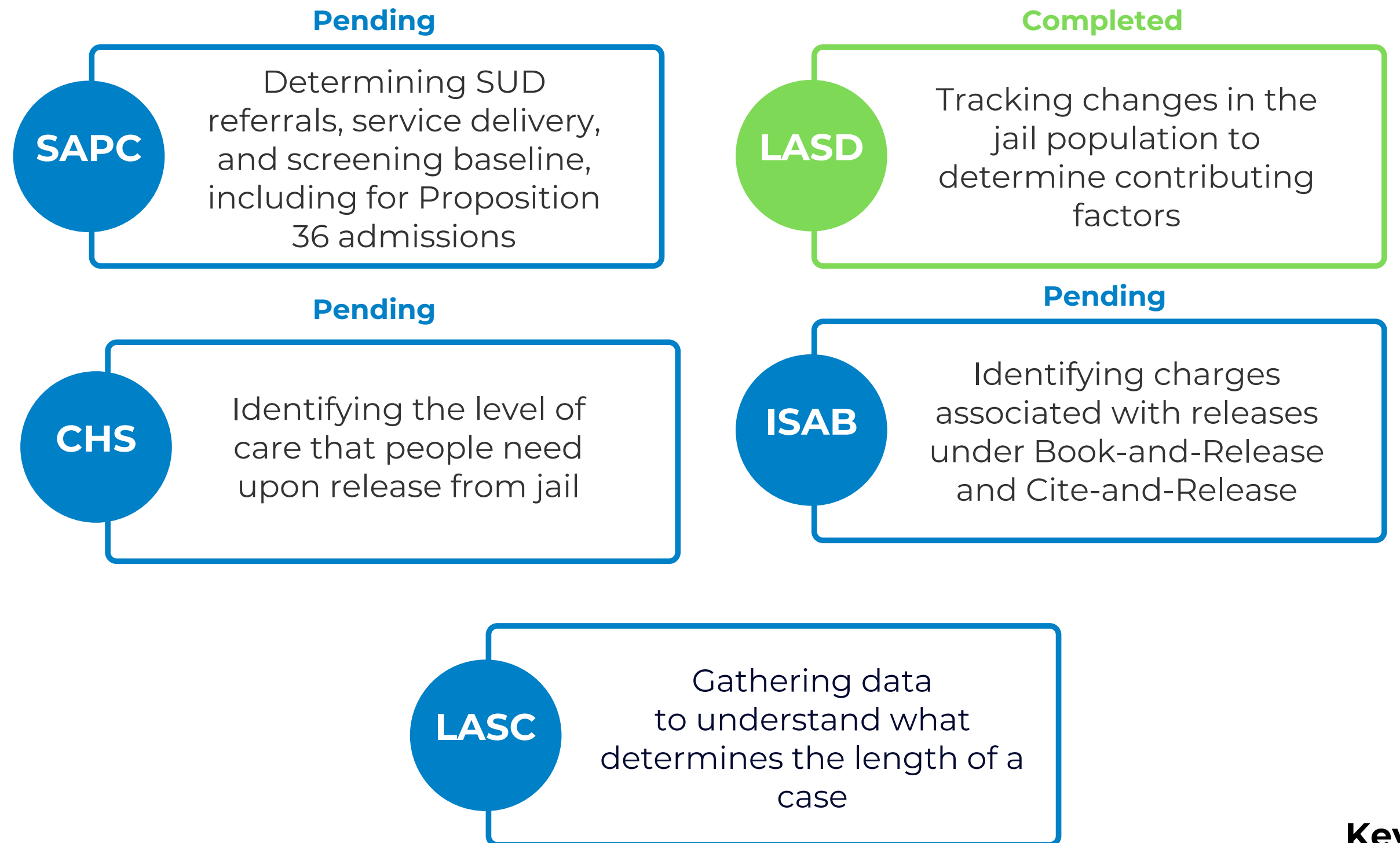
Operated by the Los Angeles County Chief Information Office - Analytics Center of Excellence (CIO-ACE) [\(LINK\)](#)



CEO. Data Resources

Goal:

CSIT is working closely with the Chief Information Office (CIO) to match data, e.g., jail, court, and behavioral health, to facilitate data-informed decision-making:



Key:
Pending
Completed

CEO. Preventing New Inflow (Lever 1)

Goal:

Reduce the number of individuals entering County jail custody and where appropriate, linking them to community-based services.

Currently, **two main types of programs** exist for deflection and diversion:

- **Pre-booking deflection programs** (e.g., ODR LEAD, LB LEAD) which aim to connect people to services before they are formally booked.
- **Booking diversion programs** (e.g., JCOD Prefiling and LASD Intake Booking Diversion pilot), which screen people during the booking process and connect them to treatment.

Challenges Identified:



Geographic
Reach



Staffing
Shortages



Funding
Challenges



Eligibility

Next Steps:

Gathering feasibility information

Projecting the potential impact of increasing deflection and diversion from jail custody

CEO. Shortening Length of Stay (Lever 2)

Goal:

Decrease the amount of time it takes from case initiation to case disposition for individuals in custody.

People in Custody More Than 1 Year As of August 2025

● At Least 1 Unresolved Case ● Sentenced



Examples of the types of current process delays:

- **Process inefficiencies** (e.g. behavioral health expert appointment adds 6-8+ weeks and attorney and professional jail visits delayed or unable to occur)
- **Service navigation:** lack of centralized service navigation or case management support in all 20+ courthouses, so defense attorneys must find treatment options themselves

Challenges Identified:



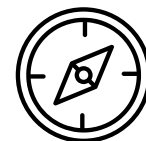
Lack of
Centralized
Data



Expert
Witness
Delays



Attorney
Access to
clients



Service
Navigation
Gaps



Electronic
Evidence

Next Steps:

Review (1+ year) old cases
Countywide + track
progress monthly

Conduct case reviews to
promote early releases,
case disposition, and
service navigation

Access data source that
speaks to why cases are
continued

Gather data to
understand what
determines the length of
a case



Enhancing Community-Based System of Care (Lever 3)

Goal:

Fostering more community-based opportunities for diversion and release is essential to safely depopulating the jail.

Determining appropriate community capacity:

There is currently not a single — or set of reports — that can be readily generated to identify an individual's clinical needs at time of release, or those services that individual receives after release.

Improving warm handoffs and post-release connections to care

Unpredictable release dates—except in conditional and coordinated releases—negatively impacts the ability to secure concrete, individualized follow up, like treatment or appointments, limiting warm handoffs to community services.

Step-down treatment capacity:

Currently, there is no singular system to identify the availability of beds in real time. Improved coordination and additional system capacity would support timely transition to lower levels of care.

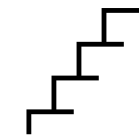
Expanding ODR Capacity

ODR Housing will meet its goal of serving 3,615 people by early 2026. Without expansion, new admissions will be limited to ~70/month, risking delays, fewer diversions, and growth in the HOH population.

Challenges Identified:



Identifying
Community
Capacity
Needs



Understanding
Step Down
Capacity



Improving
Warm
Handoffs



ODR Capacity
Limit

Next Steps:

Strengthen data integration to project care capacity needs (CIO, Health Depts)

Sample cases to estimate service needs and costs (CHS, DMH, DPH-SAPC)

Assess budget impacts on ODR Housing and expand reach across jail population (ODR, LASC, DA, PD, APD, IDCO)

Identify and resolve care transition bottlenecks (CHS, Health Depts, Justice Partners)

Goal:

Develop a current understanding operational considerations and impacts of demolishing Men's Central Jail

CSIT, in partnership with the LASD, CEO Asset Management, Dept. of Public Works and other County Departments, developed a matrix to identify operational considerations, assess impacts on LASD operations, and calculate the costs associated with relocation or replacement of systemwide functions that support and maintain continuous operation of Twin Towers Correctional Facility (TTCF) and the overall jail system.

Next Steps:

Engaging in discussions with LASD and other stakeholders, including health and justice partners to refine the scope and estimates.



Budget Curtailments

CSIT has identified potential fiscal barriers impacting the ability to complete our jail closure framework.

DHS - Office of Diversion and Reentry (ODR)

Funding threats to ODR's housing and treatment programs risk stalling expansion and slowing diversion, while added behavioral health budget pressures may reduce community care access.

PD, APD, and IDCO

Public defender offices identified numerous challenges related to budget curtailments, among them: a reduction in services; increased caseloads; increased length of stay; and the number of attorneys who handle cases.

CSIT-CFCI Funding

CSIT manages \$42M in ongoing CFCI funds but lost authority to allocate carryover in a May board motion. CSIT couldn't address urgent needs via funding programs that support custody releases or fund defense partners as planned.



Contact Us:
CSIT@ceo.lacounty.gov
ceo.lacounty.gov/csit

Questions?

CEO.