



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: October 15, 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. **BOARD LETTER:**

Approval of a Contract for Turnout and Accessory Cleaning and Repair Services

Speaker(s): Chad Christensen (FIRE)

B. **BOARD LETTER:**

Approval of Sole Source Amendment to Extend Contract Number FR10569 with Coulson Aviation Inc. for the Lease of a Helitanker

Speaker(s): Brian Martin (FIRE)

C. BOARD LETTER:

Authorize the Los Angeles County District Attorney's Office to Continue to Accept Grant Funds and Enter Into an Agreement with the California Department of Industrial Relations, Labor Commissioner's Office for the Workers' Rights Enforcement Grant Program for Year-Two of the Grant Period Ending on July 31, 2026, and Approve Appropriation Adjustment
Speaker(s): Ryann Gerber Jorban and Talin Keledjian (DA)

3. BOARD MOTION ITEM(S):

SD 2 & 4

- Access to Learning: Fighting for the Rights of Incarcerated Youth

SD 4

- Post-Secondary Education Services in Los Angeles County Probation Detention Facilities

4. PRESENTATION/DISCUSSION ITEM(S):

A. 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)

H.R., a Minor, et al. v. County of Los Angeles, et al.

United States District Court Case No. 2:22-CV-05706

Department(s): Sheriff's

7. UPCOMING ITEM(S) FOR OCTOBER 22, 2025:

A. BOARD LETTER:

Approve Model Master Agreement for Polygraph Examination Services
Speaker(s): Laura Avelar and Cynthia Lopez (SHERIFF'S)

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	10/15/2025		
BOARD MEETING DATE	11/4/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	FIRE		
SUBJECT	The District is requesting Board of Supervisors (Board) approval to establish a contract with Fire-Dex GW, LLC dba Gear Wash to provide Turnout and Accessory Cleaning and Repair Services to the District.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Current contract will be expiring June 30, 2026		
COST & FUNDING	Total cost: The maximum sum is \$7.8 million		Funding source: Fire Department funding.
	TERMS (if applicable): 6 years maximum		
	Explanation: The maximum contract sum is \$7.8 million, including the initial contract term of three years, two one-year & twelve month-to-month extension options. The maximum contract sum is comprised of annual expenditures not to exceed \$1.3 million per contract year.		
PURPOSE OF REQUEST	The recommended actions will enable the District to continue to obtain critical professional cleaning and repair services for the District's personal protective equipment (PPE). These services are specialized and cannot be performed by District personnel.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The District's emergency responders and firefighters require the use of PPE for their safety. To ensure the highest level of service and continuing compliance, Gear Wash will be required to use the guidelines established within NFPA 1851- 2020 Edition, the standard on selection, care, and maintenance of protective ensembles for firefighting. NFPA guidelines were developed to reduce safety risks and potential health hazards associated with contaminated turnout gear. This service will protect firefighters, their families, and the general public that may otherwise come in contact with contaminated turnout gear.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: 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 Chad Christensen, Battalion Chief, (661)553-9593, chad.christensen@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

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THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

November 4, 2025

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

Anthony C. Marrone
FC Approval for CAR

Dear Supervisors:

APPROVAL OF A CONTRACT FOR TURNOUT AND ACCESSORY CLEANING AND REPAIR SERVICES (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to establish a contract with Fire-Dex GW, LLC dba Gear Wash (Gear Wash), to provide Turnout and Accessory Cleaning and Repair Services (Turnout Services) to the District.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Enclosure) between the District and Gear Wash to provide Turnout and Accessory Cleaning and Repair Services.
2. Authorize the maximum contract sum of \$7.8 million, including the initial contract term of three years, two one-year and twelve month-to-month extension options. The maximum contract sum is comprised of annual expenditures not to exceed \$1.3 million per contract year. The contract shall be effective 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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

3. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, or termination if deemed necessary, including any extensions as described in recommendation number two above, respectively, in accordance with the approved contract terms and conditions, provided the amounts payable under such amendments do not exceed the \$1.3 million annual budget and with County Counsel approval as to form.
4. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the continuation of critical professional cleaning and repair services for the District's personal protective equipment (PPE). These services are specialized and cannot be performed by District personnel. Gear Wash will also provide decontamination cleaning and repairs that meet manufacturer and current National Fire Protection Association (NFPA) standards.

The District's emergency responders and firefighters require the use of PPE for their safety. To ensure the highest level of service and continuing compliance, Gear Wash will be required to use the guidelines established within NFPA 1851- 2020 Edition, the standard on selection, care and maintenance of protective ensembles for firefighting. NFPA guidelines were developed to reduce safety risks and potential health hazards associated with contaminated turnout gear. This service will protect firefighters, their families, and the general public that may otherwise come in contact with contaminated turnout gear.

Approval of these recommended actions is critical to the safety of the District's emergency personnel.

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 contract sum is \$7.8 million, including the contract term of three years, two one-year and twelve month-to-month extension options. The maximum annual expenditures for these services is \$1.3 million. Sufficient funding is available in the District's Fiscal Year 2025-26 Final Adopted Budget. The District will continue to allocate the necessary funds to obtain the required services. This contract includes 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 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 these services under California Health and Safety Code 13861. Gear Wash complies with all Board and CEO requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contracts. The enclosed contract provides that the District has no obligation to pay for expenditures incurred by Gear Wash beyond the contract pricing mechanisms, and Gear Wash will not be asked to perform services that exceed the approved scope of work or contract term.

The CEO's Risk Management Section reviewed the contract prior to the release of the solicitation and concurred with the provisions relating to insurance and indemnification. The contract has been approved as to form by County Counsel and has been signed by Gear Wash. On final analysis and consideration of the award, this firm was selected without regard to race, color, creed, or national origin.

The Living Wage Ordinance provisions do not apply to this contract, as it is not a Proposition A contract as the services are procured on an as-needed and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On April 22, 2025, the District released a Request for Proposals (RFP) to solicit Turnout Services. The solicitation was open for a period of four weeks. In addition to posting the announcement on the County's WebVen portal and the District's contracting website, the District advertised the solicitation in the Los Angeles Times.

On May 21, 2025, the District received two proposals from LN Curtis & sons Inc., and Gear Wash. The proposals were forwarded to an evaluation committee for review and scoring. The evaluation committee was comprised of District subject matter experts. The committee's evaluation was based on criteria set forth in the RFP, which included price, qualifications, experience, references, approach, and quality control. Upon completion of the evaluation

and based on an informed averaging scoring process, it was determined that Gear Wash was the highest ranked proposer.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will support the District's ability to protect public health and safety by continuing to provide critical Turnout Services for the District's emergency personnel.

There will be no significant impact on current services. Award of this contract will not result in the displacement of any County employees. Furthermore, the recommended actions will not result in a reduction of service and there is no change in risk exposure to the County.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Jasmine Anderson, Administrative Services Manager II
1320 North Eastern Avenue
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:jc

Enclosure

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

CONTRACT



BY AND BETWEEN

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

AND

FIRE-DEX GW, LLC dba GEAR WASH

FOR

TURNOUT AND ACCESSORY CLEANING AND REPAIR SERVICES

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STANDARD EXHIBITS

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

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

FIRE-DEX GW, LLC, dba GEAR WASH

FOR

TURNOUT AND ACCESSORY CLEANING AND REPAIR SERVICES

This Contract ("Contract") made and entered into on January 1, 2026, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Fire-Dex GW, LLC dba Gear Wash, hereinafter referred to as "Contractor." Contractor is located at 5126 Ralston Street, Ventura, CA 93003.

RECITALS

WHEREAS, the District may contract with private businesses for Turnout and Accessory Cleaning and Repair Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Turnout and Accessory Cleaning and Repair Services; and

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

WHEREAS, the District has determined that it is legal, feasible, and cost effective to contract Turnout and Accessory Cleaning and Repair services; and

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

1.0 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 terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

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

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract 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 must 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; a Special District within Los Angeles County.
- 2.1.8 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.
- 2.1.9 District's Project Manager:** Person designated by District's Project Director to manage the operations under this Contract.
- 2.1.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 Statement of Work:** 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.
- 2.1.12 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.13 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 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 in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the 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 (Board), 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 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.

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

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

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The total amount the District shall expend from its own funds for Turnout and Accessory Cleaning and Repair Services during the entire term shall not exceed, in aggregate \$1,300,000 per contract year.
- 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 sum 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 Contractor.

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 (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the District under the terms of this Contract.
- 5.5.2 The Contractor must invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor 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.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 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. Brayden Turnbull, District Project Manager

Email: Brayden.Turnbull@fire.lacounty.gov

Chad Christensen, District Project Director

Email: Chad.Christensen@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.
- Date(s) of Service.
- Product Codes.
- Employee Name and Employee Number of District Employee who ordered or authorized the service.
- Brief description of services.

5.5.5 District Approval of Invoices

- 5.5.5.1 Sales orders shall be packaged and grouped by battalion/pick-up location and submitted with an invoice coversheet. The sales orders within the package shall have the same invoice number as shown on the coversheet. The coversheet shall have the same invoice number as shown on the sales orders along with the corresponding information below for payment:

- Sales Order Number
- Sales Order Date
- Sales Order Amount
- Total Sales Orders
- Total Parts
- Total Labor
- Sales Tax Total
- Invoice Total

- 5.5.5.2 All invoices submitted by the Contractor for payment must have the digital or 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 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 must 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. Further, before any COLA increase will 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.

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

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

5.7.2 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.

5.7.3 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.

5.7.4 At any time during the duration of the 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 Pick-up and Delivery, Freight, Shipping and Transportation

The Contractor will be responsible for pick-up and delivery, freight, shipping, and/or transportation and will incur all associated costs, including any related insurances.

5.9 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.

5.10 Loaner Protective Elements

5.10.1 The Contractor shall maintain loaner sets of protective elements (pant and coat) matching the District's basic construction and design requirements

and in various sizes. The Contractor shall maintain a sufficient amount of loaner sets that is commensurate to the number of protective elements they are servicing for the District at any given time. In case of a major incident, 100-200 loaner sets may be needed. These loaner sets shall be made available at the District's request during the following emergent situations:

- When the Contractor cannot return an individual's protective elements pant and coat set due to extended advanced cleaning, extended warranty repair, and/or ISP recommendation for retirement.

5.10.2 The Contractor shall have the ability to deliver loaner sets to jurisdictional station sites or the scene of an emergency, which may include weekends or holidays.

5.10.3 The District will not pay for or reimburse Contractor for loaner sets provided.

5.10.4 The District agrees to reimburse Contractor for unreturned loaner elements with verified justification.

5.10.5 Upon District return of the loaner elements to the Contractor, an invoice may be prepared for the District to cover cleaning, inspection and repairs prior to returning the elements to available stock for the District.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

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

6.1 District's Project Director

The role of the District's Project Director may include:

6.1.1 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

6.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County 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.

6.2 District's Project Manager

The role of the District's Project Manager is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation

to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The District's Project Manager's responsibilities authorized to include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event 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.

6.3 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the District in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by District in District's sole discretion, must undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this 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 of whether the member of Contractor's staff passes or fails the background investigation.

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

7.4.2 District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

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

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 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.

7.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with 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 to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

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

8.0 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 to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 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, 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 County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within forty-five (45) business days after the Contract effective date, the Contractor must provide the District with the Contractor's

procedures for receiving, investigating and responding to user complaints.

- The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 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.
- 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.
- 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.
- 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.
- 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 to

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- 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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- 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, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board 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 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 poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage

its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/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 contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 District's Quality Assurance Plan

The District or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

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 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to District

- 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 ten (10) days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any 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 County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this 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 will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an

automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County 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 County Review and Approval of Insurance Requirements

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

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

8.25.5 Pollution Liability Insurance Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental

mandate or requests. Vendor shall maintain limits not less than \$1 million per occurrence and \$2 million aggregate.

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 Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the 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 District.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the District each of the following:

- 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 (Nondiscrimination and Affirmative Action) when so requested by the County.

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

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the 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 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 Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 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 proposal marked "trade

secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

- 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 County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles, and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside 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 subparagraph 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, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor 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 Avenue, Suite 100
Commerce, California 90040-4001*

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the 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 County, 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 County, 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4** If, after the District has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the District that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the District provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1** The District may, by written notice to the Contractor, immediately terminate the right of 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, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

- 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 County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the District will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the 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 ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

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

Disqualification of any member of Contractor's staff pursuant to this paragraph 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 Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

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 online at: <http://camisvr.co.la.ca.us/webven> County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.2 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 Administrator 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: Fire-Dex GW, LLC dba Gear Wash
Contractor

Signed: A DeConcelio

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	10/15/2025		
BOARD MEETING DATE	11/4/2025		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Fire		
SUBJECT	Requesting Board approval of an Amendment to contract number FR10569 with Coulson Aviation Inc. (Coulson), which will extend the term of the contract for a one-year period from January 1, 2026, through December 31, 2026. The Amendment will allow for the continuation of the lease of a Coulson Helitanker through the calendar year of 2026.		
PROGRAM	Air Operations		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: Board policy 5.100 – Sole Source Contracts establishes guidelines for Amendments to existing contracts when departments do not have delegated authority to extend the term of a current contract beyond its original term, if the extension was not previously solicited for.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Current contract expires 12/31/2025		
COST & FUNDING	Total cost: \$15,000,000	Funding source: Fire Department, Air & Wildland Division	
	TERMS (if applicable): 1 year extension (1/1/2026-12/31/2026)		
	Explanation:		
PURPOSE OF REQUEST	One year extension for contract #FR10569 with Coulson for the lease of a helitanker.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Southern California Edison (SCE) has funded the District for fixed lease costs of stand-by time for a Helitanker since 2021. SCE has agreed to fund the District for 365 days of these costs for the calendar year of 2026; however, the District's current contract with Coulson is set to expire on December 31, 2025. The proposed one-year extension would allow for continuation of the Helitanker's service availability and will allow for funding from SCE to continue through December 31, 2026.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.		

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kristian Litz, Acting Assistant Fire Chief, 818-890-5780, Kristian.litz@fire.lacounty.gov Benjamin Berman, Chief, Air Operations, 818-890-5755, Benjamin.Berman@fire.lacounty.gov Jasmine Anderson, ASMII, 323-881-6173, jasmine.anderson@fire.lacounty.gov
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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

LINDSEY P. HORVATH, CHAIR
THIRD DISTRICT

HILDA L. SOLIS FIRST DISTRICT	HOLLY J. MITCHELL SECOND DISTRICT
JANICE HAHN FOURTH DISTRICT	KATHRYN BARGER FIFTH DISTRICT

November 4, 2025

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

Anthony C. Marrone

FC Approval for CAR

Dear Supervisors:

APPROVAL OF SOLE SOURCE AMENDMENT TO EXTEND CONTRACT NUMBER FR10569 WITH COULSON AVIATION INC. FOR THE LEASE OF A HELITANKER (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval of a Sole Source Amendment (Amendment) to contract number FR10569 with Coulson Aviation Inc. (Coulson), which will extend the term of the contract for a one-year period from January 1, 2026, through December 31, 2026. The Amendment will allow for the continuation of the lease of a Coulson Helitanker through the calendar year of 2026.

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

1. Delegate authority to the Fire Chief, or his designee, to execute an Amendment to contract number FR10569 between the District and Coulson, substantially similar to the Enclosure, for the continuation of the lease of a Coulson Helitanker through December 31, 2026, at a cost not to exceed \$15,000,000. This sum represents the total operational cost including stand-by time, flight hours, portable retardant, gel, and any associated operational costs. The Amendment has been approved as to form by County Counsel.

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

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

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

2. Delegate authority to the Fire Chief, or his designee, consistent with prior delegation of authority to execute amendments, suspensions or effectuate the termination of the contract if deemed necessary, and in accordance with the terms and conditions specified in the contract, provided such documents are reviewed and approved as to form by County Counsel.
3. Find that this contract is still exempt from the provisions of the California Environmental Quality Act (CEQA), as previously determined on June 28, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Southern California Edison (SCE) and the District have determined that the use of a Helitanker during day and nighttime operations offers significant benefits for wildfire suppression, protection of lives and property, and increases firefighter safety. SCE has funded the District for fixed lease costs of stand-by time for a Helitanker since 2021. SCE has agreed to fund the District for 365 days of these costs for the calendar year of 2026; however, the District's current contract with Coulson is set to expire on December 31, 2025. The proposed one-year extension would take effect January 1, 2026, allowing for no interruption in the Helitanker's service availability and will allow for funding from SCE to continue through December 31, 2026. Coulson currently also has Helitanker lease agreements in place with the Ventura County Fire Department and the Orange County Fire Authority in which SCE also contributes funding for the fixed lease costs relating to stand-by time for their Helitankers and is used as part of the interagency Quick Reaction Force program, an aerial firefighting program funded by SCE to rapidly respond to wildfires in Southern California.

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, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning.

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 not-to-exceed cost of the extension is \$15,000,000 and represents the total operational cost including stand-by time, flight hours, portable retardant, gel, and any associated operational costs. SCE has agreed to provide funding to the District for the fixed lease costs relating to stand-by time for up to 365 days for 2026. Sufficient funding is available in the District's Fiscal Year 2025-26 Final Adopted Budget and the District will continue to allocate the necessary funds through the requested contract extension for the remaining costs.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 28, 2022, your Board approved and authorized the contract with Coulson for a helitanker lease with an initial term from July 1, 2022, through June 30, 2025. On January 7, 2025, your Board approved a six-month extension from July 1, 2025, through December 31, 2025, in order for the District to negotiate a new sole source contract. During this time, it was discovered that other vendors may qualify to bid on the contract with technical revisions to the mandatory requirements. Therefore, the District has decided to develop a solicitation to solicit bids from other Helitanker service providers. This will ensure that the District gets the best value for its money and can choose the most qualified and suitable provider for these services.

Board policy 5.100 – Sole Source Contracts establishes guidelines for amendments to existing contracts when departments do not have delegated authority to extend the term of a current contract beyond its original term, if the extension was not previously solicited for; therefore, the District is requesting approval of this sole source Amendment. A Sole Source Checklist was approved by the Chief Executive Office and is attached (Enclosure).

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will greatly enhance the District's ability to protect lives, the environment, and property in a safe, more efficient, and cost-effective manner.

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 North Eastern Avenue
Los Angeles, CA 90063
Jasmine.Anderson@fire.lacounty.gov

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

The Honorable Board of Supervisors
November 4, 2025
Page 2

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs
Enclosure

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

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

Date

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	10/15/2025	
BOARD MEETING DATE	11/4/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	DISTRICT ATTORNEY	
SUBJECT	AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO CONTINUE TO ACCEPT GRANT FUNDS AND ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR COMMISSIONER'S OFFICE FOR THE WORKERS' RIGHTS ENFORCEMENT GRANT PROGRAM FOR YEAR-TWO OF THE GRANT PERIOD ENDING ON JULY 31, 2026, AND APPROVE THE APPROPRIATION ADJUSTMENT	
PROGRAM	WORKERS' RIGHTS ENFORCMENT GRANT (WREG) PROGRAM	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	NONE	
COST & FUNDING	Total cost: \$750,000	Funding source: DEPARTMENT OF INDUSTRIAL RELATIONS LABOR COMMISSIONER'S OFFICE
	TERMS (if applicable): AUGUST 1, 2025, THROUGH JULY 31, 2026	
	Explanation:	
PURPOSE OF REQUEST	This Board Letter requests the County of Los Angeles Board of Supervisors to authorize the Los Angeles County District Attorney's Office (LADA) to enter into an agreement and accept grant funds from the California Department of Industrial Relations (DIR), through its Labor Commissioner's Office (LCO) for the Workers' Rights Enforcement Grant (WREG) Program; approve the attached appropriation adjustment in order to align the LADA's budget with the pro-rated grant award for FY 2025-26; delegate authority to the District Attorney, or designee, to serve as Project Director for the WREG program and execute the DIR LCO Grant Award Agreement. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to the grant award agreements that have no net County cost impact to the County of Los Angeles and subject to County Counsel approval as to form; allow for the rollover of encumbered unused grant funds to the following grant period upon the approval of DIR LCO; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.	

	The acceptance of the WREG Program funds will significantly bolster the Los Angeles County's efforts to combat wage theft and protect workers' rights. Approval of the recommendation will ensure that LADA continues to protect workers and address critical social and economic issues affecting our workforce, thereby enhancing the overall well-being and justice within our community.
BACKGROUND (include internal/external issues that may exist including any related motions)	In July 2023, in accordance with AB102, the State of California allocated \$18 million for two budget years to the DIR to establish and administer a WREG program by its LCO. A total of \$8,550,000 will be distributed to the "eligible public prosecutors" in 2025-2026 (Year Two.) Under AB102, the definition of "prosecutors" includes district attorneys, city attorneys, county counsels, or any other city or county prosecutors with a WREG program. The grant funds are intended to cover expenses related to state labor law enforcement, aiming to assist workers in combating wage theft, preventing unfair competition, and protecting state revenue.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Talin Keledjian, Grants and Contracts Analyst (213) 257-2804 tkeledjian@da.lacounty.gov



NATHAN J. HOCHMAN
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

November 4, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO CONTINUE TO ACCEPT GRANT FUNDS AND ENTER INTO AN AGREEMENT
WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS,
LABOR COMMISSIONER'S OFFICE
FOR THE WORKERS' RIGHTS ENFORCEMENT GRANT PROGRAM
FOR YEAR-TWO OF THE GRANT PERIOD ENDING ON JULY 31, 2026,
AND APPROVE THE APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

This Board letter requests authority for the Los Angeles County District Attorney's Office (LADA) to continue to accept grant funds for the Workers' Rights Enforcement Grant (WREG) Program for year-two of the grant period ending on July 31, 2026. In addition, approval of the appropriation adjustment for Fiscal Year (FY) 2025-26 is requested to align LADA's budget with the grant award. The WREG Program is supported with state funds from the California Department of Industrial Relations (DIR), through its Labor Commissioner's Office (LCO). Pursuant to Assembly Bill (AB) 102, the grant awarded funds are to be used to defray costs expended on state labor law enforcement and serve the public purpose of assisting workers in combatting wage theft, preventing unfair competition, and protecting state revenue.

IT IS RECOMMENDED THAT YOUR BOARD

1. Authorize the LADA to continue to accept grant funds and enter into an agreement with the DIR LCO, for year-two of the grant period ending on July 31, 2026, in the amount of \$750,000 for the WREG Program. There is no required County match for this grant.
2. Approve the attached appropriation adjustment in order to align the LADA's budget with the pro-rated grant award for FY 2025-26.

3. Delegate authority to the District Attorney, or designee, to serve as Project Director for the WREG Program and execute the DIR LCO Grant Award Agreement. This also includes authorization to sign and approve any revisions, subsequent amendments, modifications, and/or extensions to the grant award agreements that have no net County cost impact to the Los Angeles County and subject to County Counsel approval as to form; allow for the rollover of encumbered unused grant funds to the following grant period upon the approval of DIR LCO; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Wage theft—the illegal withholding of wages or denial of benefits rightfully owed to an employee—is the largest financial crime in the world, and Los Angeles County bears one of the heaviest burdens nationwide. Despite California’s progressive labor laws, systemic wage theft continues to impact hundreds of thousands of workers annually, particularly in sectors employing low-wage and immigrant labor. In Los Angeles County, this crisis is compounded by the County’s unique demographic and economic landscape, as well as recent disasters increasing the demand for vulnerable labor.

The purpose of the WREG Program is to allow the LADA to protect workers from wage theft and other exploitative practices in the workplace. Where appropriate, the LADA will prosecute criminal and civil wage theft cases and refer those that are not viable for criminal prosecution to the Office of Labor Standards Enforcement or County Counsel for civil remedies.

On September 10, 2024, your Board authorized LADA to accept funds for year-one of a two-year grant funding. A continued Board authorization is requested to comply with County and grant requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, North Star No.1, Make Investments that Transform Lives: Los Angeles County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time; and North Star No.3, Realize Tomorrow's Government Today: The increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. Los Angeles County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

FISCAL IMPACT/FINANCING

The LADA requests a continuation in grant funding for year-two in the amount of \$750,000 with zero cost share or cost match, which covers through July 31, 2026. Almost 100 percent of the funds will be directed toward frontline investigative and prosecutorial efforts, and it will partially support

salaries and employee benefits of existing employees such as investigators, deputy district attorneys, and paralegals or legal support assistants. There is no net County cost impact associated with the recommended actions. If approved by DIR LCO, any unused grant funds can roll over to the next grant cycle.

The LADA requests Board approval of the attached appropriation adjustment to increase state funds by \$749,000, which is pro-rated for FY 2025-26. The amount has been rounded to the nearest thousand.

If funding for this Program were to be terminated, an evaluation would be conducted to determine whether the Program would be continued, with costs absorbed by LADA or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2023, in accordance with AB102, the State of California allocated \$18 million for two budget years to the DIR to establish and administer a WREG Program by its LCO. A total of \$8,550,000 will be distributed to the “eligible public prosecutors” in 2025-2026 (Year Two.) Under AB102, the definition of “prosecutors” includes district attorneys, city attorneys, county counsels, or any other city or county prosecutors with a WREG Program.

The grant funds are intended to cover expenses related to state labor law enforcement, aiming to assist workers in combating wage theft, preventing unfair competition, and protecting state revenue. Activities funded may include evidence gathering, investigations, coordination with community organizations and law enforcement entities, as well as criminal and/or civil prosecutions, resolutions, appeals, and settlements. Only staff salaries and benefits are eligible for funding; no other expenses will be allowed except for the administrative cost of a required annual independent audit.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff’s Departments.

CONCLUSION

The acceptance of the WREG Program funds will significantly bolster the County's efforts to combat wage theft and protect workers' rights. This grant will effectively enhance the wage theft enforcement program. Therefore, we urge the Board to authorize the LADA to accept this grant funding, delegate the appropriate authority to execute the agreement and manage the program, and support the strategic goals of transforming lives and advancing public service in the County. Your approval will ensure that we can continue to address critical social and economic issues affecting our workforce, thereby enhancing the overall well-being and justice within our community.

The Honorable Board of Supervisors

November 4, 2025

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Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter to Ms. Talin Keledjian of the LADA, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at TKeledjian@da.lacounty.gov.

Respectfully submitted,



NATHAN J. HOCHMAN
District Attorney

tk

Enclosures

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

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

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	WORKERS' RIGHTS ENFORCEMENT GRANT PROGRAM
The Workers' Rights Enforcement Grant (WREG) Program is to allow the County of Los Angeles District Attorney's Office (LADA) to protect workers from wage theft and other exploitative practices in the workplace. Where appropriate, the LADA will prosecute criminal and civil wage theft cases and refer those that are not viable for criminal prosecution to the Office of Labor Standards Enforcement or County Counsel for civil remedies.	

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS	AB102	N/A

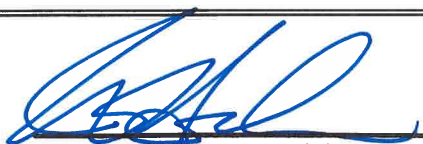
Total Amount of Grant Funding	\$750,000	County Match	\$0
Grant Period	Begin Date: August 1, 2025	End Date: July 31, 2026	
Number of Personnel Hired Under This Grant	Full Time: 0	Part Time: 0	

<u>Obligations Imposed on the County When the Grant Expires</u>			
Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No <u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No <u> </u>
Is the County obligated to continue this program after the grant expires?	Yes <u> </u>	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:			
a.) Absorb the program cost without reducing other services	Yes <u> </u>	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes <u> </u>	No	<u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No <u> </u>

Impact of additional personnel on existing space: N/A. LADA will utilize existing staff and spaces.

Other requirements not mentioned above: N/A

Department Head Signature


 NATHAN J. HOCHMAN

Date



GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM Wage Theft Grant Program		GRANT NUMBER 25WREG-07
GRANTEE NAME Los Angeles County District Attorney's Office, Labor Justice Unit		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 95-6000927	TOTAL GRANT AMOUNT NOT TO EXCEED \$750,000.00	
START DATE: 8/1/2025 or Upon DIR approval, whichever is later	END DATE: 10/31/2026	

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Department of Industrial Relations (DIR) and Los Angeles County District Attorney's Office, Labor Justice Unit (the "Grantee").

Exhibit A – Grant Provisions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from DIR.

STATE AGENCY NAME Department of Industrial Relations				GRANTEE'S NAME (PRINT OR TYPE) Los Angeles County District Attorney's Office, Labor Justice Unit								
SIGNATURE OF DIR'S AUTHORIZED SIGNATORY:				SIGNATURE OF GRANTEE 								
TITLE		DATE		TITLE DISTRICT ATTORNEY						DATE 9/24/25		
STATE AGENCY ADDRESS 1515 Clay Street, Suite 301, Oakland, CA 94612				GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 211 W Temple Street, Suite 1000 Los Angeles, CA 90012								
AMOUNT ENCUMBERED FOR THIS AGREEMENT \$750,000.00												
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00												
TOTAL AMOUNT ENCUMBERED TO DATE \$750,000.00												
CERTIFICATION OF FUNDING												
Project	%	Amount	Program	Fund #	Chapter	Statute	Appr Ref	Account	Reporting Structure	Serv. Loc.	SL Description	ENY
N/A	100	\$750,000.00	6105010LA1	3078	5	N/A	1011	5432000	73505002	51025	N/A	2025

WORKERS' RIGHTS ENFORCEMENT GRANT AGREEMENT

EXHIBIT A

A. GRANT PROVISIONS

In July 2023, per AB102, the state of California appropriated \$18 million to the Department of Industrial Relations (hereinafter referred to as "DIR") to implement a Workers' Rights Enforcement Grant Program ("WREG"). The California Labor Commissioner's Office (hereinafter referred to as "LCO" and "Grantor") will administer this grant program.

The WREG will provide grant funds totaling \$8,550,000 in Year 2 (2025-2026) to eligible public prosecutors to defray costs expended on state labor law enforcement and assist workers in combating wage theft, preventing unfair competition, and protecting state revenue. Eligible "public prosecutor" is defined as a district attorney, a city attorney, a county counsel, or any other city or county prosecutor who has established an office or division of workers' rights enforcement.

The funding for this grant program comes from the California Labor and Workforce Development Fund in the annual budget bills which allocated a total of \$18 million across two budget years - Year 1 (2024- 2025) and Year 2 (2025-2026)). This Grant Agreement will provide grant funding totaling \$8,550,000 for Year 2 (2025-2026). The funding for the WREG shall only cover staff salaries and benefits, which will support activities related to the enforcement of state labor laws. Up to 5% of grant award amount may be used to pay for the administrative cost of the annual audit.

This Grant Agreement is entered into by and between the LCO and the Los Angeles County District Attorney's Office in the State of California, duly organized, existing, and acting pursuant to the laws thereof (hereinafter referred to as the "Grantee"), which parties do hereby agree as follows.

As the Grantor, LCO shall provide funding from the Labor and Workforce Development Fund to the Grantee to assist with fulfilling the WREG objectives.

The parties agree to comply with all the requirements and conditions stated herein as well as all commitments identified in the WREG for the program funding period of August 1, 2025 - July 31, 2026.

B. GRANT SUMMARY AND AMENDMENTS (if applicable)

1. Grant Title: Workers' Rights Enforcement Grant Program ("WREG")
2. Total Grant Amount: **\$750,000.00.**

C. GRANT PARTIES AND CONTACT INFORMATION

Correspondence regarding this project shall be directed to:

LCO Grant Manager: Cindy Elias

Title: Special Counsel

Address: 455 Golden Gate Avenue, 9th Floor, San Francisco, CA 94102

Phone: 415-703-4814

Email: WageTheftGrant@dir.ca.gov

Grantee Liaison: Los Angeles County District Attorney

Title: Ryann Gerber Jorban—Deputy in Charge

Address: 211 West Temple Street, Suite 1000, Los Angeles, CA, 90012

Email: rgerber@da.lacounty.gov

If the LCO Grant Manager identified above changes, LCO will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee Liaison will notify the LCO Grant Manager of said change and provide the new contact information.

D. TIME PERIOD

The grant funding period will be from August 1, 2025 - July 31, 2026.

The Labor Commissioner retains the authority to terminate or reduce the grant amount at her sole discretion.

E. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of LCO and the Grantee in implementing the WREG.

1. LCO Role

The LCO is responsible for the following:

- a. Reviewing and approving the Payee Data Record (STD 204) Form, and disbursing grant funds to the Grantee.
- b. Reviewing the independent audit conducted by the Grantee.

2. The Grantee Role

The Grantee is responsible for:

- a. Hiring an outside independent auditor to determine the grant funds awarded are used for the sole purpose detailed by the Grantee in their

grant application and as approved and awarded by the LCO. The Grantee may use up to 5% of the grant award to pay for the administrative cost of the annual audit.

- b. Maintaining an accounting system for grant fund expenditures that conforms to generally accepted accounting principles and practices.
- c. Ensuring the staff funded for this grant program and working in the grant program have a timekeeping system in place to support and substantiate the work performed in the WREG.
- d. Completing and submitting a Progress Report to the LCO by January 15, 2026 and an Annual Impact Report by July 31, 2026. Both reports will detail highlights, present and anticipated accomplishments, and annual results for the year. This includes, but not limited to, data on number of investigations; prosecutions criminal/civil; convictions; judgments; restitution ordered and collected; and a narrative summarizing the annual accomplishments with the funds awarded.
- e. Returning to the LCO by October 31, 2026, any grant funds awarded from Year 2 (August 1, 2025 to July 31, 2026) that remain unused as of July 31, 2026.
- f. Completing an annual independent audit of the grant award program for Year 2 (2025-2026) and submitting the completed audit to the LCO on or before October 30, 2026, via email to the LCO at WageTheftGrant@dir.ca.gov.
- g. Returning to the LCO by November 30, 2026, any grant funds determined by the independent audit to have been improperly spent.

F. FISCAL ADMINISTRATION

1. Budget

- a. The grant funding period for participating Grantees will be from August 1, 2025 - July 31, 2026. The maximum amount of this Grant is \$750,000.00.
- b. The only expenses allowed for the grant funds will be for staff salaries and benefits (i.e. attorney investigator, paralegal, forensic accountant, support staff). No other expenses are allowed.
- c. The Grantee may use 5% of the grant award to pay for the administrative cost of the annual audit.

2. Grant Disbursements and Return of Funds

The Grantee must:

- a. Complete and sign the Payee Data Record (STD 204 and/or STD 205) Form and send to the LCO email address at WageTheftGrant@dir.ca.gov by the designated date provided by the LCO.

- b. Grant funds will be disbursed to Grantee prior to the commencement of the Year 2 (2025-2026) funding period which is August 1, 2025 – July 31, 2026.
- c. Any grant funds awarded from Year 2 (August 1, 2025 to July 31, 2026) that remain unused as of July 31, 2026, shall be returned to the LCO by October 31, 2026 unless the LCO authorizes Grantee to use the unused grant funds.
 - i. The Grantee must seek approval from the LCO to encumber unused grant funds from Year 2 with a plan and budget on how the unused funds will be used consistent with the goals outlined in the WREG. The encumbrance plan shall be submitted to the LCO by October 31, 2026. If the LCO does not approve the encumbrance plan submitted, Grantee shall return any and all unused grant funds, as of July 31, 2026, to the LCO by November 30, 2026.
 - ii. If the unused funds from Year 2 are not encumbered after the extended period of time requested by Grantee and agreed upon the LCO, then said funds shall be returned to the LCO within ten (10) calendar days from the agreed upon extension date.
- d. Grant funds are subject to LCO approval of the independent audit that shall be performed and submitted to the LCO. Any grant funds determined by the independent audit to have been improperly spent shall be returned to the LCO by November 30, 2026.
- e. The return of any funds as outlined in sections 3 and 4 above, shall be returned certified mail to the LCO Grant Manager at 455 Golden Gate Avenue, 9th Floor, San Francisco, California, 94102.

G. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

The Grantee must provide LCO with documentation accounting for the proper expenditure of the grant funds. The documentation must comply with sections E, F and H of this Grant Agreement.

H. REPORTING

1. Annual Audit

The Grantee shall:

- a. Complete an annual independent audit of the grant award program for Year 2 (2025-2026), which shall be completed and submitted to the LCO on or before October 30, 2026 via email to the LCO at WageTheftGrant@dir.ca.gov.
- b. Hire an outside independent auditor to determine if the applicant used

the grant funds awarded for the sole purpose detailed by the applicant in their grant application and as approved and awarded by the LCO.

The outside independent auditor shall determine if the applicant used the grant funds awarded for the sole purpose detailed by the applicant in their grant application and as approved and awarded by the LCO.

- c. Use grant funds for staff salaries and benefits only.

2. Annual Impact Report

The Grantee shall:

- a. At the conclusion of Year 2's grant period (July 31, 2026), complete and submit an Annual Impact Report to the LCO by July 31, 2026, which shall be in PDF format and emailed to the LCO at WageTheftGrant@dir.ca.gov.
- b. Detail the results for the year including but not limited to data on number of investigations; prosecutions criminal/civil; convictions; judgments; restitution ordered and collected; and a narrative summarizing the annual accomplishments with the funds awarded. See LCO Annual Impact Report Item 8.

I. GENERAL PROVISIONS

- 1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of the LCO.
- 3. **Availability of Funds:** LCO's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 4. **Audit:** Grantee agrees that LCO, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Agreement.

- 5. Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 7. Confidentiality:** No record which has been designated as confidential by LCO or is the subject of a pending application of confidentiality shall be disclosed by the Grantee.
- 8. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. LCO may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant. The Grantee must immediately advise LCO in writing of any potential new conflicts of interest throughout the grant term.
- 9. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with LCO staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with LCO staff shall be subject to resolution by LCO Executive Officer, or her designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 10. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this

Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

12. Force majeure: Neither LCO nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.

13. Governing law and venue: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. LCO and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

14. Grantee's responsibility for work: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the grant program, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

15. Indemnification: The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee from this Grant Award.

16. Independent Contractor: The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the LCO.

17. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of

their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 18. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 19. Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of the LCO. No information or data received or generated under this agreement shall be released without DIR's approval.
- 20. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity and shall not release or publish any such information or data.
- 21. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 22. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for

any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

24. Termination: LCO may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

25. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

26. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

27. Order of Precedence: In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this grant agreement, the following order of precedence shall apply:

- Grant Agreement Cover Sheet
- Grant Terms and Conditions
- Statement of Work
- All other attachments incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement cover sheet

28. Executive Order N-6-22 – Russia Sanctions: The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

29. Generative AI Disclosure Obligations:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

**MOTION BY SUPERVISORS HOLLY J. MITCHELL
AND JANICE HAHN**

November 4, 2025

Access to Learning: Fighting for the Rights of Incarcerated Youth

All Youth in California, including those who are incarcerated, have a fundamental right to education. The Education Justice Coalition (EJC) reviewed suspension rates for the 2023-2024 school year and found that, “one in three young people incarcerated in Los Padrinos graduated from high school while nearly one in four were suspended.”¹ The Los Angeles County Office of Education (LACOE) reports that 25.7% of students at Barry J. Nidorf Juvenile Court School and 29.2% of students at Dorothy Kirby Center were suspended at least once - far exceeding the statewide average. The unique setting of these schools can further exacerbate the impact of suspension.

Suspensions have grave long-term effects on student outcomes and can significantly alter the trajectory of a young person’s life. When students are suspended, they lose invaluable instructional time, which negatively affects academic performance over time. ² A 2018-2019 Youth Law Center report states, “It is likely that even before entering the juvenile justice system, court school students experienced prior suspension

¹ [Who has the power? Chronicling Los Angeles County’s systemic failures to educate incarcerated youth](#)

² <https://www.nea.org/nea-today/all-news-articles/school-suspensions-do-more-harm-good>

-MORE-

MOTION

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
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or expulsions, school attendance issues...”³ Even in non-carceral settings, suspensions have been linked to an “increased likelihood of subsequent arrest as well as failure to advance academically to the next grade, or to graduate.”⁴ Furthermore, suspension rates reported by EJC raise concerns about the disproportionate impact on Black students. Suspensions in juvenile halls and camps should be avoided as much as possible to ensure students do not miss valuable learning time. The suspension process must be transparent and clearly communicated to youth, as it can affect their legal case.

Following the court’s mandate to depopulate Los Padrinos Juvenile Hall, student transitions have led to a significant increase in suspension rates over the past six months. LACOE has begun addressing this increase by identifying contributing factors, expanding behavioral supports such as Positive Behavioral Interventions and Support, and improving training for teachers and substitutes. Still, the County of Los Angeles has ongoing work to do to address the increase of suspensions in probation facilities, which serve youth who have long faced systemic disparities. Students should also have agency in shaping solutions that foster a positive educational environment. There should be clear avenues for students to provide feedback and provide support to implement programming and school climate changes. Data presented by the Youth Law Center suggest that achieving zero suspensions and expulsions is possible, offering an opportunity to examine the practices that contributed to those outcomes.

WE THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Request the Superintendent of the Los Angeles County Office of Education (LACOE) in coordination with the Probation Oversight Commission (POC) and a credible academic research institution, to review and analyze suspension rates, including chronic absenteeism in the juvenile camps and halls from the 2023-2024 school year and prior years, dating back to 2014-2015, to identify trends and disparities across the juvenile facilities and report back to the Board in writing, in

³<https://www.ylc.org/wp-content/uploads/2023/11/Out-of-Sight-Out-of-Mind-Report-Nov-2023.pdf>

⁴ <https://nij.ojp.gov/topics/articles/student-suspensions-have-negative-consequences-according-nyc-study>

60 days, with findings. The analysis should include but not be limited to:

- a. Reasons for suspensions, duration of suspensions, and instructional time lost, including, but not limited to, challenges related to escorting youth to classes.
 - b. Data for suspensions initiated by probation personnel paired with justifications.
 - c. Data for suspensions initiated by substitute teachers with justifications.
 - d. Demographic disparities present in suspension data.
2. Request the Superintendent of LACOE in coordination with the Director of the Department of Youth Development (DYD), the POC, community stakeholders, youth in Los Angeles County (County), and youth-led and centered organizations, to take steps to minimize the negative effects of exclusionary disciplinary policies and continue to prioritize positive behavior interventions and supports. The steps should include the following actions:
 - a. Review the existing criteria for *Student Suspension Process at Juvenile Halls and Camps*, that is accessible to the students, to ensure they have clarity of expectations to prevent the use of zero-tolerance policies.
 - b. Implement strategies to identify and remediate learning gaps caused by disciplinary removal from class or unintended consequences from student transitions.
 - c. Develop a plan for implementation of restorative justice models, with input from external stakeholders, in the juvenile camps and halls.
3. Request the Superintendent of LACOE in coordination with the Chief Probation Officer to review and implement the Education Justice Coalition's August 2025 report, including its 18 recommendations to improve educational access in the juvenile detention facilities. This should include a joint plan to ensure that student support services for academic intervention and college/career preparations are provided, and that critical special education supports for students with disabilities

are provided. A written report back on the status of all remediation efforts and action steps in response to each recommendation should be submitted to the Board in 60 days.

4. Direct the Chief Probation Officer and Director of DYD, to coordinate with the Superintendent of LACOE to establish a youth led council at each facility to inform programming and provide ongoing feedback. The Council should meet regularly and include a youth advocate and credible messenger. Recommendations should be shared with the POC, which will meet consistently with LACOE and Probation to review and provide feedback.
5. Request the Superintendent of LACOE, and the Director of DYD, in consultation with the Chief Probation Officer, POC, the Commission for Children and Families, the Directors of the Department of Mental Health, the Anti-Racism, Diversity, and Inclusion Initiative, and all relevant County departments, and education stakeholders within the County to report back to the Board in writing in 120 days, with a comprehensive assessment of the current landscape of the “school-to-prison” nexus and recommendations on interrupting this system. The report should include, but not be limited to:
 - a. An assessment of youth in the facilities who have histories of suspensions, expulsions, and/or chronic absenteeism prior to arrest.
 - b. Identification of regions and schools that have a high representation of youth in Probation, along with potential resource gaps.

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MOTION BY SUPERVISOR JANICE HAHN

AGN. NO. _____
November 4, 2025

Post-Secondary Education Services in Los Angeles County Probation Detention Facilities Click or tap here to enter text.

Education is a tool that has the power to change lives, and having access to high quality, consistent education is shown to be particularly impactful for those who are incarcerated. In 2021, the Brookings Institution reported that, “individuals who enroll in postsecondary education programs are 49% less likely to be reincarcerated than those who do not and the odds of being employed post release are 12% higher for individuals who participate in any type of correctional education.”¹ The Los Angeles County Probation Department has a duty to provide the young people who are detained in their facilities with opportunities to participate and thrive at all points of their educational journeys, whether they are in grade school, high school, or pursuing a post-secondary education.

Under Probation’s current structure, the Los Angeles County Office of Education (LACOE) provides educational services for incarcerated youth up to grade 12, and Probation oversees the provision of educational services for incarcerated youth who are high school graduates through their Probation Education Services unit. This structure is unique, as most other counties in California have their education departments leading

¹ Gibbons, Alexandra and Rashawn Ray. [“The societal benefits of postsecondary prison education.”](#) Brookings. August 20, 2021

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and implementing educational services for all students – K-12 and beyond. Since Senate Bill 823 closed the state’s Division of Juvenile Justice and made it so all youth are now under the care of local jurisdictions rather than the state, the number of older youth in need of post-secondary education within Probation’s facilities has increased significantly. Providing robust educational services to this growing population of high-school graduates is outside the core responsibilities and areas of expertise of the Probation Department. Incarcerated students deserve targeted support provided by experts who can focus on building out robust post-secondary educational opportunities.

The Los Angeles County Probation Oversight Commission (POC) created an Ad Hoc Education Committee (Committee) to conduct investigations of education services within juvenile detention facilities and provide recommendations for improvement. One of their investigations focused on post-secondary education services in the camps and halls, and they produced a proposal recommending that the County explore having LACOE take ownership over the education services for all incarcerated youth, including those with a high school diploma. At the October 9, 2025, POC meeting, the Commission voted to advance the recommendations made in the proposal to request that LACOE “develop a proposal in consultation with the Probation Department and the Probation Oversight Commission that articulates the infrastructure they need to successfully implement this work.”

In accordance with the POC’s motion, the County should explore how to best provide post-secondary education services to students in Probation’s facilities who express interest and qualify for participation, including by incorporating the expertise of LACOE and by potentially engaging them to provide the educational needs of all incarcerated students.

I, THEREFORE, MOVE that the Board of Supervisors:

Direct the Superintendent of the Los Angeles County Office of Education (LACOE) and the Probation Department to respond to the Probation Oversight Commission's (POC) October 9, 2025 motion by reporting back to the Board and the POC in writing in 60 days on the feasibility of LACOE assuming responsibility for post-secondary education services for incarcerated youth at Probation detention facilities. The report back should include, but not be limited to, the following:

1. An analysis of what is needed to improve the quality of higher education services for high-school graduates at Probation detention facilities, regardless of which entity (Probation or LACOE) oversees those services;
2. Potential benefits of transferring all education services to LACOE, including benefits related to service quality and alignment with state priorities;
3. Potential challenges of transferring all education services to LACOE, including challenges related to staffing, funding, and infrastructural capacity;
4. A proposal for the transfer of post-secondary education services to LACOE that describes the infrastructure needed to successfully implement this transition, including staffing and funding needs, potential funding sources, student outcomes that would be measured and evaluated, and recommendations for making the data publicly available; and
5. An analysis of the feasibility of transferring post-secondary vocational training services from the Probation Education Services unit to LACOE, that includes a breakdown of the pros and cons of such a transfer.

I, FURTHER, MOVE that the Board of Supervisors direct the Superintendent of the Los Angeles County Office of Education and the Probation Department to verbally present the report to the Probation Oversight Commission within 30 days of issuing the written report.

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JH:cc:ap