



Board of Supervisors Public Safety Cluster Agenda Review Meeting

DATE: April 15, 2026

TIME: 9:30 a.m. – 11:00 a.m.

MEETING CHAIR: Anabel Martinez, 1st 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 Fire Fleet Rebuild and Repair Services for Radiators, Coolers, and Heat Exchangers
Speakers: Chad Idol and Carlos Santiago (FIRE)

B. BOARD LETTER:

Recommendation Regarding Allocation of Reward Funds Relating to Jesus Antonio Avalos, Eduardo Robles and Amanda Nicole Lopez
Speakers: Lorayne Lingat and Nicole Lee (EO-BOS)

C. BOARD LETTER:

Recommendation Regarding Allocation of Reward Runds Relating to Rene Alejandro Lupian
Speakers: Lorayne Lingat and Nicole Lee (EO-BOS)

3. BOARD MOTION ITEM(S):

- NONE

4. PRESENTATION/DISCUSSION ITEM(S):

A. BOARD LETTER:

Accept A Grant Award from the State of California Governor's Office of Emergency Services for the 2026 Counter-Unmanned Aircraft Systems Grant Program and Approve Budget Adjustment
Speakers: Adam Wright and Lisa Dye (SHERIFF'S)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION ITEMS:

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

Daniel Saldana v. Martha Donovan, et al.

United States District Court Case No.: 2:24-CV-00895

Department: District Attorney

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision d(1) of Government Code Section 54956.9)

Daniel Rivera v. County of Los Angeles

Superior Court Case No.: 22STCV23049

Department: Probation

7. UPCOMING ITEM(S) FOR APRIL 22, 2026:

A. BOARD BRIEFING:

Arts Services for Youth in Probation and Academic Institutions
Speaker(s): Kristin Sakoda (ARTS & CULTURE)

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	4/15/2026	
BOARD MEETING DATE	5/5/2026	
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 enter into an individual contract with Atlas Radiator, Inc (Atlas Radiator). The District requires rebuild and repair services for radiators, coolers and heat exchangers (radiator and cooler services). This contract with Atlas Radiator will be for the provision of radiator and cooler services for the District's emergency and incident support vehicles procured on an as-needed and intermittent basis.	
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	None	
COST & FUNDING	Total cost: Maximum contract sum of \$600,000	Funding source: Fire Department funding.
	TERMS (if applicable): Three years, with two one-year and twelve month-to-month extension options	
	Explanation: The annual maximum for Radiator and Cooler Services is \$100,000.	
PURPOSE OF REQUEST	The recommended actions will enable the District to obtain services to rebuild and repair radiators, coolers, and heat exchangers to restore performance and extend the equipment's life for the District's emergency and incident support vehicles on an as-needed, intermittent basis. Services include, but are not limited to, re-coring, leak repairs, pressure testing, and tube replacement.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The District's Fleet Services Section requires maintenance and repair services for its fleet of emergency vehicles and incident support vehicles on an as-needed and intermittent basis. This contract will ensure that the District's emergency vehicles are always fully operational, which is critical to safeguarding the health and safety of Los Angeles County residents, firefighters, and paramedics.	
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 Idol, Assistant Chief, Fleet Services, 323- 881-2392, chad.idol@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



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May 5, 2026

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

FC Approval for CAR

Dear Supervisors:

APPROVAL OF A CONTRACT FOR FIRE FLEET REBUILD AND REPAIR SERVICES FOR RADIATORS, COOLERS, AND HEAT EXCHANGERS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a contract with Atlas Radiator, Inc (Atlas Radiator). The District requires fire fleet maintenance and repair services in a variety of service categories. This contract with Atlas Radiator will be for the provision of Rebuild and Repair Services for Radiators, Coolers and Heat Exchangers (Radiator and Cooler Services) and the servicing of the District's fleet of emergency and incident support vehicles, procured on an as-needed and intermittent basis, and, therefore, not a Proposition A contract.

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

1. Approve and instruct the Fire Chief, or his designee, to sign the attached contract (Enclosure A) which has been approved as to form by County Counsel, between the District and Atlas Radiator to provide as-needed Radiator and Cooler Services. The contract is anticipated to commence on July 1, 2026.
2. Authorize the maximum contract sum of \$600,000, including the initial contract term of three years, with two one-year and twelve month-to-month extension options, for a

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
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

maximum possible contract term of six years. The maximum contract sum is comprised of annual expenditures not to exceed \$100,000 per contract year.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S)

The recommended actions will enable the District to obtain services to rebuild and repair radiators, coolers, and heat exchangers to restore performance and extend equipment life for the District's emergency and incident support vehicles on an as-needed, intermittent basis. Services include, but are not limited to, re-coring, leak repairs, pressure testing, and tube replacement.

The District operates a variety of emergency and incident support vehicles, including triple combination pumpers, quints, and ladder trucks. The contract will ensure that the District's emergency vehicles are always fully operational, which is critical to safeguarding the health and safety of Los Angeles County residents and our frontline emergency responders.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

The maximum contract sum is \$600,000, including the contract term of an initial three years, two one-year options, and twelve month-to-month extension options. The maximum annual expenditure for the service is not to exceed \$100,000 per contract year. Sufficient funding is available in the District's Fiscal Year 2026-2027 Recommended 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 (CPI) that shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office (CEO)

as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract for these services under California Health and Safety Code 13861. This contract covers a service category required by the District that complies with the California State Department of Consumer Affairs Bureau of Automotive Repair (BAR) and by all the Original Equipment Manufacturer (OEM) part specifications.

Atlas Radiator will provide all the equipment, tools, and labor necessary to perform the required contracted services for the District's emergency vehicles. In addition, Atlas Radiator will comply with all Board and Chief Executive Office (CEO) requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program, and agrees to maintain compliance with all requirements throughout the term of the contract. The contract provides that the District has no obligation to pay for expenditures incurred by Atlas Radiator beyond the contract's pricing mechanisms. Further, Atlas Radiator will not be asked to perform services that exceed the approved scope of work or contract term.

This contract has been approved as to form by County Counsel and has been properly executed by Atlas Radiator.

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

The District released an Invitation for Bids (IFB) to solicit fire fleet Radiator and Cooler Services. The Radiator and Cooler Services solicitation was released on October 31, 2025. The announcement for the solicitation was posted on the District's contracting website, the County's WebVen portal, and an advertisement was placed in the Los Angeles Times newspaper to maximize outreach to potential bidders and to provide greater opportunities for County Preference Program vendors, Community Business Enterprises (CBEs) and increase competition.

On the submission deadline, the District received one bid from Atlas Radiator. The IFB evaluation consisted of two elements: 1) meeting all the minimum requirements while providing the necessary documentation and 2) providing the lowest priced, responsive and responsible bid. Through this evaluation, Atlas Radiator was determined to be the lowest priced, responsive and responsible bidder, and is being recommended for contract award.

The District has reviewed the Contractor Alert Reporting Database (CARD) to assess past performance, negative experiences, and complaints with other agencies and have found that there are no negative findings or complaints.

The District reviewed the State of California Business License and BAR websites to assess Atlas Radiator's performances and complaints with other agencies and found that there are currently no violations. Atlas Radiator was evaluated and deemed capable of performing the services requested based on their qualifications and experience as stated in their bids. In addition, Atlas Radiator is currently providing subcontracted services to the District and has maintained a proven performance record since that time.

A summary of the CBE Firm Organization Information for the recommended vendor is attached (Enclosure B). On final analysis, selection was made without regards to gender, race, creed, color or national origin. Additionally, as these services are needed on an intermittent basis, this is not a Proposition A Contract, therefore, it is exempt from the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Award of this contract will not result in the displacement of any County employees as these as-needed services are presently obtained from Atlas Radiator. This contract will not result in a reduction of service, and there is no change in risk exposure to the County.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Jasmine Anderson, Administrative Services Manager II
1320 N. Eastern Ave.
Los Angeles, CA 90063
Jasmine.Anderson@fire.lacounty.gov

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

Respectfully submitted,

The Honorable Board of Supervisors
May 5, 2026
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ANTHONY C. MARRONE, FIRE CHIEF

ACM:mc

Enclosures

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

ENCLOSURE A



CONTRACT

BY AND BETWEEN

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

ATLAS RADIATOR, INC

FOR

**FIRE FLEET REBUILD AND REPAIR SERVICES FOR
RADIATORS, COOLERS, AND HEAT EXCHANGERS**

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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**

ATLAS RADIATOR, INC

FOR

**FIRE FLEET REBUILD AND REPAIR SERVICES FOR RADIATORS,
COOLERS, AND HEAT EXCHANGERS**

This Contract ("Contract") and Exhibits made and entered into July 1, 2026, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and Atlas Radiator, Inc, hereinafter referred to as "Contractor." Atlas Radiator, Inc., is located at 10110 S. Norwalk Blvd., Santa Fe Springs, CA. 90670.

RECITALS

WHEREAS, the District may contract with private businesses for Rebuild and Repair Services for Radiators, Coolers and Heat Exchangers when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Rebuild and Repair Services for Radiators, Coolers and Heat Exchangers; 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 Rebuild and Repair Services for Radiators, Coolers and Heat Exchangers; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between District and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the District to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.

- 2.1.5 County:** The County of Los Angeles, a political subdivision of the State of California.
- 2.1.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.7 District:** The Consolidated Fire Protection District of Los Angeles County.
- 2.1.8 District'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 and Attachments:** 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 herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three (3) years commencing on July 1, 2026, and after approval by County's Board of Supervisors, and execution by the Fire Chief or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The District will have the sole option to extend this Contract term for up to two (2) additional one-year periods and an additional twelve (12) month-to-month extensions, for a maximum total Contract term of six (6) years, pursuant to the

same terms and conditions. Each such option and extension will be exercised at the sole discretion of the Fire Chief or his designee as authorized by the Board of Supervisors.

- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.
- 4.4 The Contractor must notify the District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the District at the address herein provided in Exhibit D - District's Administration.

5.0 MAXIMUM CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The total amount the District shall expend from its own funds for Rebuild and Repair Services for Radiators, Coolers and Heat Exchangers during the entire term shall not exceed, in aggregate \$100,000 per 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 authorization under this Contract. Upon occurrence of this event, the

Contractor must send written notification to District at the address herein provided in Exhibit D (District's Administration).

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

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

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

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

5.5.4 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. Jack Kou, District Project Manager

Email: jack.kou@fire.lacounty.gov

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

Email: ffpod@fire.lacounty.gov

for review and approval of all invoices; and

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

The Contractor's invoices must include the following:

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

5.5.5 District Approval of Invoices

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

5.6 Customary/Ordinary Fees

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

5.6.1 Hazardous Waste Disposal

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

5.6.2 Shop “Supplies”

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

5.6.3 Freight

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

5.6.4 California Lead Acid Battery Recycling

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

5.6.5 Local State/Federal Mandated Fees

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

5.6.6 Fuel Surcharge

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

5.7 Cost of Living Adjustments (COLAs)

After the initial three year contract term, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the District, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase may take effect and become part of this

contract, it will require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

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

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

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

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

5.9 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.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

6.1 District's Administration

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

6.2 District's Project Director

Responsibilities of the District's Project Director include:

- Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to District policy, information requirements, and

procedural requirements; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 District's Project Manager

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

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

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

6.4 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. The Contractor must notify the District in writing of any change in the name or address of the Contractor's Project Manager.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, as determined by District in District's sole discretion, must undergo and pass a background investigation to the satisfaction of District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

7.5.3 District will immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

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

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

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Fire Chief or his designee OR it may have to be executed by the Board of Supervisors.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.
- 8.1.3** The Fire Chief or his designee or Board may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not

change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Fire Chief or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year

during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1** Within forty-five (45) business days after Contract effective date, the Contractor must provide the District with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The District will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the District requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for District approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the District for approval before implementation.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses must be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined

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

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that

provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor

should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

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

8.15 District's Quality Assurance Plan

The District or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to District Facilities, Buildings or Grounds

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the District and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of

one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must

be delivered to District at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates must be provided to District not less than 10 days prior to Contractor's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

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

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

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be

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

8.24.4 Cancellation of or Change in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 District Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Fire Chief or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed

hereby, the Fire Chief, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Fire Chief or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Fire Chief or their designee, determines that there are deficiencies in the performance of this Contract that the Fire Chief or their designee, deems are correctable by the Contractor over a certain time span, the Fire Chief or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Fire Chief or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS), hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify

compliance with the provisions of this Paragraph 8.28 when so requested by the County.

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (District's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or designee will have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

8.37.2 The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor

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

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

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

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

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

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

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

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

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

8.43 Termination for Default

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

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

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

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

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](https://leginfo.ca.gov/pub/07_01_2013_0001_0100/cal_gov_code_section_12952.html). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Mandatory Requirement to Register on County's WebVen

As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in Contract documents).

9.2 Limitation on Corporate Acts

9.2.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying the District in writing no less than thirty (30) days prior to said action. Contractor shall notify the District's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.2.2 If, in the District's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, the District may, at its sole discretion, take any (or all) of the following actions:

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

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

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

9.3 Modifications

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

9.4 Remedies of Non-Compliance

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

9.5 Suspension

- 9.5.1 Contractor may be placed on suspension if District determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for work performance, the Pricing Sheet, staffing, administration, etc.). The District shall notify the Contractor in writing in the event that Contractor is placed on suspension.
- 9.5.2 Suspension as used herein shall mean a specified period of time (as determined by the District) during which the District shall withhold payment from Contractor. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by the District or its duly authorized representative(s). The District shall monitor Contractor's adherence to such remedy(ies) during the suspension period. When applicable, the District may also provide the Contractor with a written determination stating whether or not the Contractor may continue to provide non-suspended Services, if any, during the suspension period.
- 9.5.3 District's written notice of suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of suspension, Contractor shall submit a written Corrective Action Plan to the District's Contract Manager within ten (10) days of the date indicated on the notice

from the District. Contractor's Corrective Action Plan shall address all of the deficiencies noted by the District.

9.5.4 The District shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for District's approval. The District reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any Contractor's other contracts with the District) when Contractor submits a Corrective Action Plan that is not acceptable to the District.

9.5.5 Contractor shall implement the Corrective Action Plan upon receiving District's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which the District may pursue the remedies for default of Contract.

9.6 Transition of Contract Services

9.6.1 Completion of Contract

Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by District), Contractor shall allow the District or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional cost to the District. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 1st day of July 2026.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Fire Chief

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Jenny Tam
Senior Deputy County Counsel

**COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
FIRE FLEET REBUILD AND REPAIR SERVICES FOR RADIATORS, COOLERS, AND HEAT EXCHANGERS**

FIRM INFORMATION*		Atlas Radiator, Inc
BUSINESS STRUCTURE		Corporation

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	2 / 100%
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	0%
	TOTAL	
	<i>Female (included above)</i>	1

COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A
OTHER CERTIFYING AGENCY	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/15/2026	
BOARD MEETING DATE	5/5/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Executive Office, Board of Supervisors	
SUBJECT	Recommendation regarding allocation of reward funds relating to Jesus Antonio Avalos, Eduardo Robles and Amanda Nicole Lopez	
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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$80,000	Funding source: Board Discretionary Funds
	TERMS (if applicable): \$16,000 from each District's discretionary funds	
	Explanation: Title 4 Chapter 4.50.020 states that the funds are paid in equal shares from the discretionary funds of each Board member.	
PURPOSE OF REQUEST	Board approval is being requested for the distribution of reward funds in the amount of \$80,000 to be paid from the Board's discretionary funds to the individual who provided information to law enforcement that led to the apprehension and conviction of Abraham Cabera, Wayne Seare, and Samantha Castillo, who were convicted for the heinous robbery and murder of Alejandro Lupian.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On July 27, 2021 the Board approved a motion submitted by Supervisor Solis to establish a reward in exchange for the murders of Jesus Antonio Avalos, Eduardo Robles and Amanda Nicole Lopez. The reward was reinstated by the Board on September 9, 2025. A claim was submitted on behalf of the Claimants by the LASD detective working the case on December 2, 2025. The final suspect was sentenced on August 22, 2025. The Reward Committee met March 19, 2026 and unanimously determined the award allocation to the Claimants.	
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:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Nichole Lee, Deputy Executive Officer, Board Operations (213) 893-2585 nilee@bos.lacounty.gov

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

May 5, 2026

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

Dear Supervisors:

**RECOMMENDATION REGARDING ALLOCATION OF REWARD FUNDS
RELATING TO JESUS ANTONIO AVALOS, EDUARDO ROBLES
AND AMANDA NICOLE LOPEZ
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Board approval is being requested for the distribution of reward funds in the amount of \$80,000 to be paid from the Board's discretionary funds.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve the recommendation of the Reward Committee to distribute reward funds in the amount of \$80,000 to be paid from the Board's discretionary funds to two individuals who provided information to law enforcement that led to the apprehension and conviction of Anthony Velasquez who was convicted for the heinous murders of Jesus Antonio Avalos, Eduardo Robles, and Amanda Nicole Lopez. Additionally, Manuel Velasquez who was convicted for the heinous murder of Eduardo Robles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 11, 2014, Jesus "Jesse" Avalos was found shot to death in his black SUV at 4833 East Telegraph Road in East Los Angeles. Eduardo "Eddie" Robles was shot after having an argument with two men in the driveway of an apartment complex on July 6, 2015, at 4350 Eagle Street in East Los Angeles. Amanda Nicole Lopez was asleep in a tent near the East LA Civic Center at 220 South Fetterly Avenue in East Los Angeles when she was shot to death on April 22, 2018.

On July 21, 2021, the Board approved an \$80,000 reward in exchange for information leading to the apprehension and conviction of the person(s) responsible for the heinous murders of Mr. Avalos, Mr. Robles and Ms. Lopez. Additionally, on September 9, 2025, the Board reinstated the reward. Following a press conference held August 21, 2021, detectives interviewed two claimants who provided information leading to the arrest of Anthony Velasquez and Manuel Velasquez.

On September 23, 2020, Anthony Velasquez was apprehended and charged with three counts of murder. Based on the evidence obtained by law enforcement, a jury trial was heard and on August 20, 2025, Anthony Velasquez was convicted of three counts of murder in the first-degree. On August 22, 2025, the suspect was sentenced to 150 years to life in prison.

On September 23, 2020, Manuel Velasquez was apprehended and charged with one count of murder and accessory after the fact. On February 10, 2025, Manuel Velasquez entered a plea agreement and was convicted of murder and accessory after the fact. On December 5, 2025, the suspect was sentenced to 11 years and 8 months in prison.

A panel of individuals representing the Sheriff's Department, Chief Executive Office, County Counsel, and the Executive Office of the Board, reviewed the claims filed for the reward funds. The panel is recommending the \$80,000 reward be distributed equally between the two claimants who provided information to law enforcement. In accordance with the provision of the Los Angeles County Code (County Code), Title 4 – Revenue and Finance, the Board must now consider the claim and make a final determination for the distribution of the reward funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the above recommendation supports the County Strategic North Star 2 (Foster vibrant and resilient communities) under C. Public Safety. Publication in local newspapers and posting of reward notices on the County's website may encourage persons to provide information to law enforcement, which could lead to the apprehension and/or conviction of individuals who commit crimes and removing such individuals from the community, thereby reducing violence and improving the quality of life for the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The Board of Supervisors established an \$80,000 reward fund. Pursuant to provisions in the County Code, the reward is to be paid from the Board of Supervisors' discretionary funds in equal shares of \$16,000 from each Supervisor's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1993, the Board of Supervisors adopted an amendment to the County Code establishing procedures for offering cash rewards for information leading to the apprehension and conviction of persons guilty of criminal acts causing injury to persons or property. Your Board, from time to time, has offered such rewards to encourage citizens to come forward and assist law enforcement with their investigations.

The action recommended is in compliance with County Code, Title 4 – Revenue and Finance, relating to rewards, specifically Section 4.50.010B, which states, “conviction of the person or persons responsible for the crime shall be required for payment of a reward unless the Board of Supervisors makes a finding of impossibility of conviction due to the death or incapacity of such person or persons.”

The Notice of Reward offered was posted on the Board of Supervisors’ website and published in the Los Angeles Daily Journal newspaper.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation does not impact other current County services or projects.

Respectfully submitted,

Edward Yen, Executive Officer

c: Sheriff
Chief Executive Officer
County Counsel
Auditor-Controller

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/15/2026	
BOARD MEETING DATE	5/5/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Executive Office, Board of Supervisors	
SUBJECT	Recommendation regarding allocation of reward funds relating to Rene Alejandro Lupian	
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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$20,000	Funding source: Board Discretionary Funds
	TERMS (if applicable): \$4,000 from each districts discretionary funds	
	Explanation: Title 4 Chapter 4.50.020 states that the funds are paid in equal shares from the discretionary funds of each Board member.	
PURPOSE OF REQUEST	Board approval is being requested for the distribution of reward funds in the amount of \$20,000 to be paid from the Board's discretionary funds to the individual who provided information to law enforcement that led to the apprehension and conviction of Abraham Cabera, Wayne Seare, and Samantha Castillo, who were convicted for the heinous robbery and murder of Rene Alejandro Lupian.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On December 18, 2018 the Board approved a motion submitted by Supervisor Solis to establish a reward in exchange for information in the murder of Rene Alejandro Lupian. A claim was submitted on behalf of the Claimant by the LASD detective working the case on March 13, 2019. The final suspect for the case was sentenced December 5, 2025. The Reward Committee met March 19, 2026 and unanimously determined the awards allocation.	
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:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Nichole Lee, Deputy Executive Officer, Board Operations (213) 893-2585 nilee@bos.lacounty.gov

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

EDWARD YEN
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
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MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

May 5, 2026

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

Dear Supervisors:

**RECOMMENDATION REGARDING ALLOCATION OF REWARD FUNDS
RELATING TO RENE ALEJANDRO LUPIAN
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Board approval is being requested for the distribution of reward funds in the amount of \$20,000 to be paid from the Board's discretionary funds.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve the recommendation of the Reward Committee to distribute reward funds in the amount of \$20,000 to be paid from the Board's discretionary funds to the individual who provided information to law enforcement that led to the apprehension and conviction of Abraham Cabera, Wayne Seare, and Samantha Castillo, who were convicted for the heinous robbery and murder of Alejandro Lupian.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On Wednesday, November 7, 2018, Rene Alejandro Lupian was brutally attacked and robbed as he was walking home from work in the area of 941 S. Concourse Avenue in the City of Los Angeles.

On December 18, 2018, the Board approved a \$20,000 reward in exchange for information leading to the apprehension and conviction of the person(s) responsible for the heinous murder of Mr. Lupian.

On December 20, 2018, the Claimant came to the Los Angeles Sheriff's Office (LASO) Homicide Bureau on their own accord and spoke with detective about their knowledge of the case. The Claimant's statement was recorded and documented in a supplemental

police report. That statement led to the arrest of three suspects involved in the robbery and murder of Mr. Lupian. According to law enforcement, the Claimant provided crucial information that led to the identity and conviction of the suspects Abraham Cabrera, Wayne Seare and Samantha Castillo.

On December 21, 2018, Abraham Cabrera was apprehended and charged with murder in the first degree, robbery in the second degree and personal use of a firearm allegation. Based on the evidence obtained by law enforcement, a jury trial was heard and on October 30, 2024, Abraham Cabrera was convicted of murder in the first degree, robbery in the second degree, and personal use of firearm allegation. On December 5, 2025, the suspect was sentenced to 29 years to life.

On December 21, 2018, Wayne Seare was apprehended and charged with robbery in the second degree and principal armed with firearm allegation. On February 6, 2020, Abraham Cabrera entered a plea agreement and was convicted of robbery in the second degree and principal armed with firearm allegation. On July 27, 2020, the suspect was sentenced to 6 years.

On January 9, 2019, Samantha Castillo was apprehended and charged with robbery in the second degree and principal armed with firearm allegation. On February 6, 2020, Abraham Cabrera entered a plea agreement and was convicted of robbery in the second degree and principal armed with firearm allegation. On July 27, 2020, the suspect was sentenced to 6 years.

A panel of individuals representing the Sheriff's Department, Chief Executive Office, County Counsel, and the Executive Office of the Board, reviewed the claims filed for the reward funds. The panel is recommending the \$20,000 reward be distributed to the Claimant who provided information to law enforcement. In accordance with the provision of the Los Angeles County Code (County Code), Title 4 – Revenue and Finance, the Board must now consider the claim and make a final determination for the distribution of the reward funds.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the above recommendation supports the County Strategic North Star 2 (Foster vibrant and resilient communities) under C. Public Safety. Publication in local newspapers and posting of reward notices on the County's website may encourage persons to provide information to law enforcement, which could lead to the apprehension and/or conviction of individuals who commit crimes and removing such individuals from the community, thereby reducing violence and improving the quality of life for the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The Board of Supervisors established a \$20,000 reward fund. Pursuant to provisions in the County Code, the reward is to be paid from the Board of Supervisors' discretionary funds in equal shares of \$4,000 from each Supervisor's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1993, the Board of Supervisors adopted an amendment to the County Code establishing procedures for offering cash rewards for information leading to the apprehension and conviction of persons guilty of criminal acts causing injury to persons or property. Your Board, from time to time, has offered such rewards to encourage citizens to come forward and assist law enforcement with their investigations.

The action recommended is in compliance with County Code, Title 4 – Revenue and Finance, relating to rewards, specifically Section 4.50.010B, which states, "conviction of the person or persons responsible for the crime shall be required for payment of a reward unless the Board of Supervisors makes a finding of impossibility of conviction due to the death or incapacity of such person or persons."

The Notice of Reward offered was posted on the Board of Supervisors' website and published in the La Opinion newspaper.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation does not impact other current County services or projects.

Respectfully submitted,

Edward Yen, Executive Officer

c: Sheriff
Chief Executive Officer
County Counsel
Auditor-Controller

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/15/2026	
BOARD MEETING DATE	5/5/2026	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Accept a grant award from the State of California Governor's Office of Emergency Services for the FY 2026 Counter-Unmanned Aircraft Systems Grant Program.	
PROGRAM	FY 2026 Counter-Unmanned Aircraft systems Grant 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 If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	As soon as possible	
COST & FUNDING	Total cost: \$8,652,000	Funding source: The Counter-Unmanned Aircraft Systems Grant Program is fully funded by the Department of Homeland Security through the Governor's Office of Emergency Services . There is no matching fund requirement or impact on net County cost. TERMS (if applicable): Explanation:
PURPOSE OF REQUEST	The purpose is to request approval to authorize the Sheriff of Los Angeles County to accept and execute a grant award for the FY 2026 Counter-Unmanned Aircraft Systems Grant Program.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The C-UAS Grant Program was established under the One Big Beautiful Bill Act, 2025, to enhance state and local government capabilities to detect, identify, track, and monitor unmanned aircraft systems the pose a threat to public safety, critical infrastructure, mass gatherings, and sensitive government operations.	
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: The requested actions support the County Strategic Plan's North Star II: Foster Vibrant and Resilient Communities; Focus Area C: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime, and supports law enforcement accountability and transparency.	
DEPARTMENTAL CONTACTS	- Adam Wright - Lieutenant - 323-807-7061 – arwright@lasd.org - Charles Simmons III – Sergeant – 310-490-1704 – crsimmon@lasd.org - Jordan Kennedy – Sergeant – 213-247-1235 – jtkenned@lasd.org - Lisa Dye – Grants Unit Supervisor – 213-229-1810 – imdye@lasd.org	

May 5, 2026

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE
2026 COUNTER-UNMANNED AIRCRAFT SYSTEMS
GRANT PROGRAM AND APPROVE BUDGET ADJUSTMENT
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

Requesting Board approval to authorize the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$8,652,000 from the State of California (State) Governor's Office of Emergency Services (Cal OES) for the Counter-Unmanned Aircraft System (C-UAS) Grant Program (Program), for the grant performance period of July 4, 2025, through June 30, 2028.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the attached Resolution delegating authority to the Sheriff, or his designee, as an agent for the County, to execute the 2026 C-UAS Program award and take the actions necessary for the purpose of applying for, accepting, and administering federal financial assistance provided by the U.S. Department of Homeland Security, through the Federal Emergency Management Agency (FEMA), and sub-granted through the State of California for the C-UAS Grant Program for the current funding and all future funding years, including executing all applications, grant agreements, amendments, extensions, and closeout documents required by the grant program.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept and execute the Cal OES grant agreement, in the amount of \$8,652,000 with no match requirement, to support the Program for the grant performance period of July 4, 2025, through June 30, 2028.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to, applications, agreements, modifications, extensions, annual expenditure reports, final reports, and payment requests, which may be necessary for the completion of the Program.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for this Program in future fiscal years (FYs), and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.
5. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future FYs, if awarded by Cal OES, and execute all required grant award documents, including, but not limited to, agreements, modifications, extensions, annual expenditure reports, final reports, and payment requests, which may be necessary for completion of the Program in future FYs.
6. Authorize the Internal Services Department, as the County's Purchasing Agent, to proceed with the procurement of grant-funded capital assets in excess of \$250,000.
7. Approve an appropriation adjustment to increase the Department's appropriation by \$8,652,000 (\$8,352,000 for Capital Assets – Equipment, \$120,000 for Salaries and Employee Benefits – Overtime, and \$180,000 for Services and Supplies).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The C-UAS Grant Program, administered by the U.S. Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA), was established under the One Big Beautiful Bill Act, 2025, to enhance state and local government capabilities to detect, identify, track, and monitor unmanned aircraft systems (UAS) that pose a threat to public safety, critical infrastructure, mass gatherings, and sensitive government operations. The program was created in response to increasing national security concerns related to the unlawful or malicious use of UAS and prioritizing jurisdictions supporting high-profile events and elevated threat environments.

The DHS, through FEMA, has awarded the County funding under the C-UAS Grant Program to strengthen the ability of the Los Angeles County Sheriff's Department (Department) to prevent, protect against, and respond to UAS-related threats in a manner consistent with applicable federal, state, and local laws. Grant funding supports the acquisition of detection and identification equipment, associated training, and the development of coordinated operational capabilities that enhance situational awareness and interoperability with regional, state, and federal partners.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star II: Foster Vibrant and Resilient Communities; Focus Area C: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime, and supports law enforcement accountability and transparency.

FISCAL IMPACT/FINANCING

The C-UAS Grant is fully funded by DHS through Cal OES. There is no matching fund requirement or impact on net County cost.

Funding for this grant will be processed via a Budget Adjustment request for \$8,652,000 (\$8,352,000 for Capital Assets – Equipment, \$120,000 for Salaries and Employee Benefits – Overtime, and \$180,000 for Services and Supplies), to be offset with an equivalent amount of revenue from the C-UAS Grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The C-UAS Grant Program is administered by FEMA under the U.S. Department of Homeland Security. All grant-funded activities must comply with federal, state, and County requirements, including procurement standards and grant administration regulations. The Department will administer the grant in accordance with applicable guidelines and reporting requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Acceptance of the C-UAS grant funds will have a positive impact on current services by enhancing the Department's ability to address emerging UAS-related threats and improve overall public and officer safety.

The Honorable Board of Supervisors
May 5, 2026
Page 4

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Department's Grant Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:TV:tv/mdr
(Financial Programs Bureau-Grants Unit)

c: Board of Supervisors, Justice Deputies
Edward Yen, Executive Officer, Board of Supervisors
Joseph Nicchitta, Acting Chief Executive Officer
Brian Hoffman, Manager, Chief Executive Office (CEO)
Anna Petrosyan, Senior Analyst, CEO
Michael Xie, Senior Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Timothy J. Kral, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Sergio V. Escobedo, Chief of Staff, Office of the Sheriff
April L. Tardy, Undersheriff
Gerardo J. Pinedo, Assistant Sheriff, Chief Financial & Administrative Officer
Jason A. Skeen, Assistant Sheriff, Countywide Operations
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Bureau Director, Financial Programs Bureau (FPB)
Sandra J. Lucio, Captain, Emergency Operations Bureau (EOB)
Micah I. Anozie, Assistant Bureau Director, FPB
Oscar R. Butao, Lieutenant, ASD
Adam R. Wright, Lieutenant, EOB
Florynce L. Diggs, Administrative Services Manager (ASM) III, FPB, Grants Unit
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Lisa M. Dye, ASM I, FPB, Grants Unit
Tran Vo, Operations Assistant III, FPB, Grants Unit
(Grants – Unmanned Aircraft Systems 05-05-26)

Governing Body Resolution
Counter Unmanned Aircraft Systems (C-UAS)

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the following persons within the Los Angeles Sheriff's Department:

Sheriff of Los Angeles County	OR
Bureau Director of the Financial Programs Bureau	OR
Captain of the Emergency Operations Bureau	OR
Project Manager of the C-UAS Grant Program	

is hereby authorized to execute for and on behalf of the County of Los Angeles, a public entity established under the laws of the State of California, any actions necessary for the purpose of applying for, accepting, and administering federal financial assistance provided by the U.S. Department of Homeland Security, through the Federal Emergency Management Agency (FEMA), and sub-granted through the State of California for the C-UAS Grant Program for the current funding and all future funding years, including executing all applications, grant agreements, amendments, extensions, and closeout documents required by the grant program; and

The foregoing Governing Body Resolution was on the _____ day of _____, 2026, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN
Executive Officer-Clerk
of the Board of Supervisors of
the County of Los Angeles

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Deputy

By: Michelle Jackson
Principal Deputy County Counsel

PINK(1)

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

May 05, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2025-26****4 - VOTES****SOURCES****USES**

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL**\$ 8,952,000****USES TOTAL****\$ 8,952,000****JUSTIFICATION**

Reflects an increase in appropriation for Salaries & Employee Benefits (Overtime), Capital Assets-Equipment, and Services & Supplies in the amount of \$8,652,000, fully offset by revenue from the State of California Governor's Office of Emergency Services (Cal OES) for the 2026 Counter-Unmanned Aircraft Systems Grant Program, administered by the U.S. Department of Homeland Security (DHS) through the Federal Emergency Management Agency (FEMA).

David CulverDigitally signed by David Culver
Date: 2026.03.02 10:52:41 -08'00'**AUTHORIZED SIGNATURE**

DAVID E. CULVER, BUREAU DIRECTOR

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION

Andrea

Digitally signed by
Andrea Turner
Date: 2026.03.04
12:09:31 -08'00'

AUDITOR-CONTROLLER

BY **Turner**B.A. NO. **195**DATE **3/4/26**☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2025-26

4 - VOTES

SOURCES

USES

SHERIFF - PATROL CLEARING
A01-SH-1357-15681-15682
S & EB EXPENDITURE DISTRIBUTION
DECREASE APPROPRIATION

120,000

SHERIFF - PATROL CLEARING
A01-SH-5350-15681-15682
S & S EXPENDITURE DISTRIBUTION
DECREASE APPROPRIATION

180,000

SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED
A01-SH-90-9031-15681-15692
FEDERAL GRANTS
INCREASE REVENUE

8,652,000

SHERIFF - PATROL CLEARING
A01-SH-1000-15681-15682
SALARIES & EMPLOYEE BENEFITS
INCREASE APPROPRIATION

120,000

SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED
A01-SH-1000-15681-15692
SALARIES & EMPLOYEE BENEFITS
INCREASE APPROPRIATION

120,000

SHERIFF - PATROL CLEARING
A01-SH-2000-15681-15682
SERVICES & SUPPLIES
INCREASE APPROPRIATION

180,000

SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED
A01-SH-2000-15681-15692
SERVICES & SUPPLIES
INCREASE APPROPRIATION

180,000

SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED
A01-SH-6030-15681-15692
CAPITAL ASSETS - EQUIPMENT
INCREASE APPROPRIATION

8,352,000

SOURCES TOTAL

\$ 8,952,000

USES TOTAL

\$ 8,952,000

Andrea
Turner

Digitally signed by Andrea
Turner
Date: 2026.03.04
12:09:00 -08'00'

BA 195 3/4/26

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	2026-5009
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: <u>County of Los Angeles Sheriff's Department</u>	1a. UEI: <u>HAC7HNDLD115</u>
2. Implementing Agency: <u>Los Angeles County Sheriff's Department</u>	2a. UEI: <u>HAC7HNDLD115</u>
3. Implementing Agency Address: <u>211 West Temple Street, 6th Floor</u> (Street)	<u>Los Angeles</u> (City)
	<u>90012-3210</u> (Zip+4)
4. Location of Project: <u>1275 North Eastern Avenue, East Los Angeles</u> (Street)	<u>USA</u> (County)
	<u>90063-3127</u> (Zip+4)
5. Disaster/Program Title: <u>Counter-Unmanned Aircraft Systems Grant Program</u>	6. Performance / Budget Period: <u>July 4, 2025</u> to <u>June 30, 2028</u> (Start Date) (End Date)
7. Indirect Cost Rate: <u>N/A</u>	Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2026	CUAS		\$8,652,000	\$8,652,000				\$8,652,000
9.									
10.									
11.									
12.									
Total	Project	Cost		\$8,652,000	\$8,652,000				\$8,652,000

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Robert G. Luna Title: Sheriff

Payment Mailing Address: 211 West Temple Street, 6th Floor City: Los Angeles Zip Code+4: 90012-3210

Signature: _____ Date: _____

16. Federal Employer ID Number: 95-6000927

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)

(Date)

(Cal OES Director or Designee)

(Date)

AUTHORIZED AGENT**NOTE: Unauthorized alterations will delay the approval of this request.****County of Los Angeles Sheriff's Department**

ALN:

CUAS 97.161

2026-5009

Supporting Information for Application, Modification, or Request for Federal Funds**This claim is for costs incurred within the grant performance period.**This request is for a/an: **Initial Application****July 4, 2025**

Beginning Performance Period Date

through

June 30, 2028

Ending Performance Period Date

Request #

Amount This Request

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Robert G. Luna

Printed Name of Authorized Agent

211 West Temple Street, 6th Floor

Payment Address

Sheriff

Title of Authorized Agent

Los Angeles, CA 90012-3210

City, ZIP

Signature of Authorized Agent

Date

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

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description:

Fiscal Year 2026 Counter-Unmanned Aircraft Systems (C-UAS)

The C-UAS Grant Program, offered by the Department of Homeland Security as a FEMA pass-through, provides funding for public safety agencies to acquire technology that can detect and track unauthorized drones and the persons operating them, along with funding for training and planning to support these capabilities. Accepting grant funding and acquiring the technology and training would improve situational awareness, enhance security at county facilities and major events (e.g., FIFA World Cup, Olympics, etc.), and serve as a force multiplier for detecting potential drone threats in real time.

Funding Agency

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)

Program (Fed. Grant # /State Bill or Code #)

One Big Beautiful Bill Act, 2025
(Pub. L. No. 119-21, Sec. 90005(a))

Grant Acceptance Deadline

Upon Board Acceptance

Total Amount of Grant Funding: \$8,652,000

County Match: \$0

Grant Period: 39 Months

Begin Date: July 4, 2025

End Date: September 30, 2028

Number of Personnel Hired Under This Grant: 0

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

Obligations Imposed on the County When the Grant Expires

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

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

Is the County obligated to continue this program after the grant expires? – Yes

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 – N/A
- b). Identify other revenue sources – N/A
(Describe)
- c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. – N/A

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Robert G. Luna _____ **Date** _____



February 6, 2026

DELIVERED VIA E-MAIL: grantsunit1us@lasd.org

Sheriff Robert G. Luna
Los Angeles Sheriff's Department
211 West Temple Street, 6th Floor
Los Angeles, CA 90012-4455

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

Fiscal Year (FY) 2026 Counter-Unmanned Aircraft Systems (C-UAS)

Grant Program

Subaward Performance Period: July 4, 2025, to June 30, 2028

Dear Sheriff Robert G. Luna:

We are pleased to announce your FY 2026 C-UAS Grant Program subaward in the amount of \$8,652,000. A detailed breakdown of each funded project and the corresponding award amounts is attached.

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

Subrecipients must obtain additional approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

As a condition of this award, no grant funds for mitigation costs may be released, drawn down, or reimbursed for a subrecipient until FEMA receives and approves written verification that the recipient has met the training requirement established in the NOFO. Funds will be placed on hold for the subrecipient and any mitigation-related costs until this verification is complete. Once the required grant documents are received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook.



Your dated signature is required on this letter. Please sign and return this letter to your Cal OES Grants Analyst (GA) within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES GA.

Sincerely,



Christina Curry
Acting Director

Enclosure:
FY 2026 C-UAS Grant Program Projects

Please sign below and submit to your Grants Analyst:

Sheriff G. Luna
Los Angeles County Sheriff's Department

Date



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov



Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the Federal Emergency Management Agency, Grant Programs Directorate Information Bulletin No. 350.

As defined by the Office of Management Budget, the following are subject to FFATA reporting requirements:

1. All new federal awards of \$30,000 or more, as of August 13, 2020.
NOTE: Cal OES reports on this requirement in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
2. The Total Compensation and Names of the top five executive, if the Subrecipient in the preceding year received:
 - a. 80 percent or more of its annual gross revenues in Federal Awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
 - c. The public does not have access to information about the compensation of the senior executives of the entity.

Subrecipients are required to provide the Executive compensation information in the below chart, if applicable.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☒ Not subject to the Executive Compensation requirement of the FFATA Financial Disclosure.



Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: County of Los Angeles Sheriff's Department

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Robert G. Luna

Title: Sheriff Date: _____