

**APPENDIX A  
MODEL MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**SHERIFF'S DEPARTMENT**

**AND**

**(CONTRACTOR)**

**FOR**

**AIRPLANE MAINTENANCE, ENGINEERING, AND  
REPAIR SERVICES**

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**ATTACHMENT**

Attachment 1 Statement of Work

**EXHIBITS**

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Contractor Discrepancy Report
- Exhibit E Invoice Discrepancy Report
- Exhibit F Sample Work Order
- Exhibit G1 Certification of Employee Status
- Exhibit G2 Certification of No Conflict Of Interest
- Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H Service Category Checklist  
(Not attached to Model Master Agreement; see Exhibit 9 of Appendix B (Required Forms) of the RFSQ)
- Exhibit I Subsequent Executed Work Orders  
(Not attached to the Model Master Agreement)

**Appendix A**

Model Master Agreement

**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

\_\_\_\_\_

**FOR**

**AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES**

This Master Agreement, Attachment, and Exhibits made and entered into on \_\_\_\_\_ by and between the County of Los Angeles (County), Sheriff's Department (Department) and \_\_\_\_\_ (Contractor), to provide as-needed Airplane Maintenance, Engineering, and Repair Services (Services). Contractor is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may contract with private businesses for Airplane Maintenance, Engineering, and Repair Services when certain requirements are met; and

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing Airplane Maintenance, Engineering, and Repair Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff or his designee to execute and administer this Master Agreement; 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

Attachment 1 and Exhibits A through J are attached to and form a part of this Master Agreement. 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 this base Master Agreement, Attachments and Exhibits, or between Attachment and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement, then to the following Attachment and Exhibits according to the following priority:

### **Attachment:**

Attachment 1 Statement of Work

### **Exhibits:**

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Contractor Discrepancy Report
- Exhibit E Invoice Discrepancy Report
- Exhibit F Sample Work Order
- Exhibit G1 Certification of Employee Status
- Exhibit G2 Certification of No Conflict Of Interest
- Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H Service Category Checklist
- Exhibit I Subsequent Executed Work Orders

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

## 2.0 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 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the

Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

- 2.2 Amendment:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.3 Business Day(s):** Monday through Friday, excluding County-observed holidays.
- 2.4 Change Notice:** Has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Master Agreement with the County as identified in the preamble.
- 2.6 Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after this Master Agreement award.
- 2.7 County Project Director:** The person designated by the County with authority to approve and execute all Work Order solicitations and contractual or administrative matters relating to this Master Agreement. All references to County Project Director will mean, "County Project Director or designee," unless otherwise specified.
- 2.8 County Project Manager:** The person designated by County Project Director as the chief contact person with respect to managing the day-to-day operations of this Master Agreement. All references to County Project Manager will mean, "County Project Manager or designee," unless otherwise specified.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ), has met the Vendor's Minimum Mandatory Qualifications listed in the RFSQ and has an executed Master Agreement with the Department.
- 2.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified Vendors to provide Services through Master Agreements.



- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to a RFSQ.
- 2.15 Statement of Work (SOW):** The document that provides a written description of tasks, subtasks, directions, deliverables, goods, Services, and other Work and specifies Contractor's Work requirements and obligations, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 2.16 Term:** Has the meaning set forth in Paragraph 4.0 (Term of Master Agreement) of this Master Agreement.
- 2.17 Work:** Any and all tasks, subtasks, deliverables, goods, and other Services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully executed Amendments, Change Notices, and Work Orders hereto.
- 2.18 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables, refer to Paragraph 3.0 (Work) below. Unless circumstances justify otherwise, each Work Order must result from bids, solicited by and tendered to the County from Contractors. Unless otherwise specified, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No Work will be performed by Contractors except in accordance with validly bid and fully executed Work Orders. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit I (Subsequent Executed Work Orders) by this reference and made a part of this Master Agreement.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, Services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2** Work Orders will generally conform to Exhibit F (Sample Work Order) to this Master Agreement. Each Work Order will describe in detail the particular project and the Work required for the performance thereof. Payment for all Work must be on a fixed price/not-to-exceed cost per deliverable basis, including labor, subject to the total maximum amount specified on each individual Work Order. Unless otherwise agreed to by County Project Manager, all aircraft or components requiring Services under this Master Agreement will be shipped or delivered to Contractor by the County and must be returned to the County, at the County's expense, upon completion of Contractor's Services as specified in the Work Order.
- 3.3** If Contractor provides any task, deliverable, Service, or other Work to the County other than what is specified in this Master Agreement without a fully executed Work Order, and/or goes beyond the scope of the Work Order, and/or exceeds the total maximum amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1

(Amendments and Change Notices), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.

- 3.4 The County's procedures for issuing and executing Work Orders are as follows:
  - 3.4.1 Work Orders may be issued under competitive or non-competitive conditions to provide as-needed Services. It is understood by Contractor that the County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Contractors.
  - 3.4.2 Upon determination by the County to issue a Work Order, the County will issue a Work Order solicitation to all Contractors qualified to perform the Work in question pursuant to Exhibit H (Service Category Checklist) to this Master Agreement. Unless otherwise specified, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. Among other considerations, availability, turn-around time, geographical proximity, and expertise may be factored into the selection process. However, based on the needs of the County, the Department retains the sole discretion to issue a Work Order to any Active Contractor on either a competitive or non-competitive basis.
  - 3.4.3 Each interested Contractor must submit a fixed price/not-to-exceed bid to the County contact specified in the Work Order within the timeframe specified. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order solicitation.
  - 3.4.4 Contractor's intentional gross underbidding or zero-cost bidding of a Work Order solicitation, for the sole purpose of securing a bid award, will be considered non-responsible and therefore null and void, in the County's sole discretion.
  - 3.4.5 The County may in its sole discretion require Contractor to clarify any itemized costs presented in the winning bid response and the manner in which they are presented. The County reserves its sole right to question any line item of the bid response and, in consultation with Contractor, may request the removal of such line item along with a reduction to Contractor's fixed price/not-to-exceed bid.
  - 3.4.6 In the event that the lowest cost responsive and responsible Contractor is not available to provide Service or cannot fulfill a fully executed Work Order within the County's timeframe, the County, in its sole discretion, may request Services from the next lowest cost, responsive and responsible Contractor until the County's requirements are filled.

- 3.4.7 A Work Order is valid and fully executed upon receiving the approval of County Project Director and County Project Manager.
- 3.5 The County estimates that selection of any Contractor will occur within five Business Days of completion of the evaluations of the particular Work Order bids. Following selection, Contractor must be available to meet with County Project Director on the start date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County Project Director.
- 3.6 In the event Contractor defaults three times under Paragraph 3.5 above, within a given County Fiscal Year, the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) of this Master Agreement.
- 3.7 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's Services, or any Services at all, during the Term of this Master Agreement. The determination as to the need for Services will rest solely within the discretion of the Department.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement will commence on July 11, 2024, or upon the date of its execution by the Sheriff or his designee as authorized by the Board, whichever is later, and will expire on July 10, 2027, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement Term for up to four additional one-year option periods, for a maximum total Master Agreement Term of seven years. Each such option period Term will be exercised at the sole discretion of the Sheriff as authorized by the Board and will be in the form of a written Amendment executed in accordance with Paragraph 8.1 (Amendments and Change Notices) of this Master Agreement.
- 4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement Term option period.
- 4.4 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address provided in Exhibit A (County's Administration) to this Master Agreement.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.

### **5.2 Written Approval for Reimbursement**

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 Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County’s express prior written approval.

### **5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement**

5.3.1 Contractor will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County’s right to recover such payment from Contractor.

5.3.2 Notwithstanding the above, Contractor will be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to a Work Order that was validly executed during the Term of this Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

### **5.4 Invoices and Payments**

5.4.1 Contractor must invoice the County separately for each fully executed Work Order for providing the tasks, deliverables, Services, and other Work authorized pursuant to this Master Agreement.

- 5.4.2 Payment for all Work will be on a fixed price/not-to-exceed cost per deliverable basis, including labor, subject to the total maximum amount specified in each Work Order, plus shipping/freight charges, less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.
- 5.4.3 Upon request, Contractor must provide to County Project Manager copies of current year proprietary price books, or a bibliographic listing of price books used by Contractor to set pricing for parts, components, and/or raw materials. All price books and/or bibliographic listings must be provided at no cost to the County throughout the Term of this Master Agreement.
- 5.4.4 Contractor must satisfactorily perform all Work and must correct defective materials and/or workmanship, at Contractor expense, prior to payment by the Department for Work performed on a fully executed Work Order.
- 5.4.5 The County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

**5.4.6 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify the following:

- Invoice number and date,
- Contractor's name, address, and telephone number,
- Copy of the County Work Order and any change orders executed thereto,
- Period of performance of Work being invoiced,
- Name(s) of persons who performed the Work,
- Itemized list of all parts, components, and/or raw materials used to complete the Work together with manufacturer's part numbers,
- Itemized pricing for each part, component, and/or volume of raw materials used to complete the Work,
- Price for all labor applicable to the Work Order,
- Freight charges, and
- Total amount of the invoice.

#### **5.4.7 Submission of Invoices**

- a. Contractor must submit an original invoice, within ten Business Days after the County's acceptance of all completed Work, to County Project Manager at the address set forth in Exhibit A (County's Administration) to this Master Agreement.
- b. The County will submit payment to Contractor within 30 Days after receipt of a Department approved invoice.

#### **5.4.8 Approval of Invoices**

All invoices submitted by Contractor for payment must receive the written approval of County Project Director before payment of invoice(s) is permitted. In no event will the County be liable or responsible for any payment prior to such written approval. Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to a validly executed Work Order.

#### **5.4.9 Invoice Discrepancy Report**

County Project Manager will review all invoices for any discrepancies and issue an Invoice Discrepancy Report (IDR), refer to Exhibit E (Invoice Discrepancy Report) to this Master Agreement, to Contractor within five Business Days of receipt of invoice if payment amounts are disputed. Contractor must review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within five Business Days of receipt of the IDR from County Project Manager. If County Project Manager does not receive a written response from Contractor within five Business Days of the County's notice to Contractor of an IDR, then payment will be made by the County, less the disputed charges. None of the foregoing will preclude the County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of this Master Agreement.

#### **5.4.10 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for Services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with [Board Policy 3.035 \(Preference Program Payment Liaison and Prompt Payment Program\)](#).

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

- 5.5.1 The County has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement with the County will be direct deposit or Electronic Funds Transfer (EFT), unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 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.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than direct deposit or EFT will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, 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.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County's Administration) to this Master Agreement. The County will notify Contractor in writing of any change in the names or addresses shown.

### **6.1 County Project Director**

The role of County Project Director may include, but is not limited to, the following:

- a. Providing the final approving authority for all individual Work Order solicitations and executions.
- b. Coordinating with Contractor and ensuring Contractor's performance and objectives of this Master Agreement are met; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Master Agreement be relieved, excused or limited thereby.
- c. Providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

## **6.2 County Project Manager**

The role of County Project Manager may include, but not limited to, the following:

- a. Acting as the chief contact person with respect to the day-to-day administration of this Master Agreement and is generally the first person for Contractor to contact with any questions.
- b. Preparing, reviewing, and authorizing Work Orders.
- c. Meeting with Contractor Project Manager on a regular basis to discuss any issues or concerns pertaining to this Master Agreement.
- d. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Master Agreement be relieved, excused or limited thereby.
- e. Issuing contract discrepancy reports in accordance with Paragraph 12.0 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) to this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit D (Contract Discrepancy Report) to this Master Agreement.
- f. Issuing Invoice Discrepancy Reports in accordance with Paragraph 5.4.9 (Invoice Discrepancy Report) of this Master Agreement. A sample of the Contract Discrepancy Report is attached as Exhibit E (Invoice Discrepancy Report) to this Master Agreement.

County Project Director and County Project Manager are not authorized to make any changes to any of the terms and conditions of this Master Agreement and are not authorized to further obligate the County in any respect whatsoever.

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

A listing of all Contractor Administration referenced in the following Paragraphs are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor must notify the County in writing of any change in the names or addresses shown.

### **7.1 Contractor Project Manager**

- 7.1.1 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work Orders.
- 7.1.2 Contractor Project Manager will be responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Master Agreement.



## **7.2 Contractor's Authorized Official(s)**

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

## **7.3 Approval of Contractor's Staff**

The County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

## **7.4 Contractor's Staff Identification**

7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor must bear all expenses incurred for the badging.

7.4.2 Contractor is responsible for ensuring that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor must notify the County within one Business Day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to the County on the next Business Day after the employee has terminated employment with Contractor.

7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's ID badge to the County on the next Business Day after the employee has been removed from working on the County's Master Agreement.

## **7.5 Background and Security Investigations**

7.5.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff, non-employee staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but will not be limited to, criminal conviction information obtained through a Driver License check or through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review.

- 7.5.2 County Project Director will schedule the background investigations with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation are at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. The County will not provide to Contractor or to Contractor staff any information obtained through the County's background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the Term of this Master Agreement.
- 7.5.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

## **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 the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the 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 Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

## **7.7 Licenses, Permits, Registrations, Accreditation, and Certificates**

Contractor must obtain and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's Services under this Master Agreement. Contractor must further ensure that all of its officers, employees, subcontractors, and agents who perform Services hereunder obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by the County, Contractor must provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the Term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement must be prepared and executed by Contractor and the Sheriff, or his designee.

8.1.2 For any change which materially affects the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Board.

- 8.1.3 For any change which does not materially affect the scope of Work, Term, price, payments, or any other term or condition of this Master Agreement, a Change Notice to this Master Agreement must be executed by the County Project Director and Contractor Project Manager.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, the Sheriff is authorized to: (a) exercise any option period Term extension of this Master Agreement as defined in Paragraph 4.0 (Term of Master Agreement) and (b) effectuate modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below, an Amendment to this Master Agreement must be executed by Contractor and the Sheriff or his designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of the County, 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, County consent will require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County 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**

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

### **8.4 Complaints**

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

8.4.1 Within ten Business Days after this Master Agreement's effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within ten Business Days for County approval.

8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.

8.4.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.

8.4.6 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.

8.4.7 Copies of all written responses must be sent to County Project Manager within ten Business Days of mailing to the complainant.

### **8.5 Compliance with Applicable Laws**

8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless the 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 the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 (Compliance with Applicable Laws) will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the 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 the County with a full and adequate defense, as determined by the County in its sole judgment, the 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 the 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 the County without the County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

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

## **8.7 Compliance with County's Jury Service Program**

- 8.7.1 Jury Service Program: This Master Agreement 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](#).

### 8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its employees will receive from 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 Contractor or that 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 Master Agreement 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 Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by the County, or (b) 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 Contractor uses any subcontractor to perform Services for the County under this Master Agreement, 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 Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole

discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- Contractor's violation of this Paragraph 8.7.2 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of 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.

8.8.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 8.8 (Conflict of Interest) will be a material breach of this Master Agreement.

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

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the Services set forth herein, 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 Master Agreement.



## **8.10 Consideration of Hiring GAIN/START Participants**

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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 Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.11 Contractor Responsibility and Debarment**

### **8.11.1 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 this Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **8.11.2 Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar 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 Master Agreements that Contractor may have with the County.

### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (b) committed an act or omission which negatively reflects on Contractor's quality,

fitness or capacity to perform a Master Agreement 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, (c) committed an act or offense which indicates a lack of business integrity or business honesty, or (d) made or submitted a false claim against the County or any other public entity.

#### **8.11.4 Contractor Hearing Board**

- a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five 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 Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of the County.
- e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has

been debarred for a period longer than five years; (ii) the debarment has been in effect for at least five years; and (iii) 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.

- f. 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.

#### **8.11.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County Contractors.

#### **8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post Exhibit C (Safely Surrendered Baby Law) poster, to this Master Agreement, in a prominent position at Contractor's place of business. 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/>.

#### **8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Master Agreement 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.

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

#### **8.14 County's Quality Assurance Plan**

The County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Master Agreement 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to County Facilities, Buildings or Grounds**

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

#### **8.16 Employment Eligibility Verification**

- 8.16.1 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 Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations.

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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 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 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 Master Agreement.

### **8.17 Counterparts and Electronic Signatures and Representations**

- 8.17.1 This Master Agreement 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 Master Agreement. 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.
- 8.17.2 The County and 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 Change Notices) above 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 Master Agreement.

### **8.18 Fair Labor Standards**

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 Contractor's employees for which the County may be found jointly or solely liable.

### **8.19 Force Majeure**

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement,

if such failure arises out of fires, floods, epidemics, pandemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), civil disorders, 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").

- 8.19.2 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.
- 8.19.3 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.

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

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

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between the County and 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 County and 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.
- 8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement 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 Contractor.

8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. 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 Contractor pursuant to this Master Agreement.

8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) above of this Master Agreement.

## **8.22 Indemnification**

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 Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 (Insurance Coverage) below of this Master Agreement. 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 Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County 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 Master Agreement 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 Contractor identified as the contracting party in this Master Agreement. 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 \$50,000.00 dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by 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 the County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement and could result in the filing of a claim or lawsuit against Contractor and/or the County.

#### **8.23.2 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. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to 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.

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

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the 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 County at least ten Days in advance of cancellation for non-payment of premium and 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 this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. The 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.

### **8.23.5 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 the County.

### **8.23.6 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

### **8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. Contractor must require its insurers to

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.23.8 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide the County 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 County and Contractor as additional insureds on the subcontractor's general liability policy. Contractor must obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.23.9 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.

#### **8.23.10 Claims Made Coverage**

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

#### **8.23.11 Application of Excess Liability Coverage**

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

#### **8.23.12 Separation of Insureds**

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

#### **8.23.13 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.

**8.23.14 County Review and Approval of Insurance Requirements**

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

**8.24 Insurance Coverage**

**8.24.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the 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

**8.24.2 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.24.3 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 the County at least ten Days in advance of cancellation for non-payment of premium and 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.

**8.24.4 Professional Liability/Errors and Omissions** Insurance covering Contractor’s liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2

million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

**8.24.5 General/Aviation Liability:** The type and amount of general or aviation liability coverage will depend on whether Contractor is providing maintenance, engineering, and/or repair services that are "critical" (Service Type 1) or "non-critical" (Service Type 2 or Service Type 3) to the safe operations and flight of the aircraft listed in Attachment 1 (Statement of Work) to this Master Agreement.

a. SERVICE TYPE 1 COVERAGE (Required for the Performance of Critical Component Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured: Each Occurrence

Premises/Contractual Liability	\$10 million
Products/Completed Operations	\$10 million
Personal/Advertising Injury	\$10 million
Hangarkeepers Liability ( <u>per aircraft</u> )	\$10 million

If written with an annual aggregate limit, the aviation policy limit should be \$25 million.

b. SERVICE TYPE 2 COVERAGE (Required for the Performance of Non-Critical Component Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy shall operate in the same manner as if there were a separate policy covering each insured: Each Occurrence

Premises/Contractual Liability:	\$5 million
Products/Completed Operations:	\$5 million
Personal/Advertising Injury:	\$5 million
Hangarkeepers Liability ( <u>per aircraft</u> ):	\$5 million

If written with an annual aggregate limit, the aviation policy limit should be three times the above-required occurrence limit.

c. SERVICE TYPE 3 COVERAGE (Required for the Performance of Completion Services) - Aviation comprehensive insurance with limits of not less than the following and include a severability-of-interest clause providing that such policy must operate in the same manner as if there were a separate policy covering each insured:

	<u>Each Occurrence</u>
Premises/Contractual Liability	\$10 million
Products/Completed Operations	\$10 million
Personal/Advertising Injury	\$10 million
Hangarkeepers Liability ( <u>per aircraft</u> )	\$10 million

If written with an annual aggregate limit, the aviation policy limit should be \$25 million.

If at any time, Contractor is qualified to perform critical and non-critical Services (Type 1 and/or Type 2 and/or Type 3) as defined in Attachment 1 (Statement of Work) to this Master Agreement, Contractor must carry and maintain the maximum liability coverages defined above in Paragraphs 8.24.5 a, b, and c, throughout the Term of this Master Agreement.

## **8.25 Liquidated Damages**

- 8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, 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 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 Contractor from the County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.
- 8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:
- a. Deduct from Contractor's payment those applicable portions of the invoice, 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 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 \$200 per Day per infraction and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or

- c. Upon giving five Days notice to 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 Contractor from the County, as determined by the County.
- 8.25.3 The actions noted in Paragraph 8.25.2 above will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or Paragraph 8.25.2 above, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

If Contractor's prices decline or should Contractor at any time during the Term of this Master Agreement 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 Master Agreement, then such lower prices will be immediately extended to the County.

## **8.27 Nondiscrimination and Affirmative Action**

- 8.27.1 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.
- 8.27.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
  - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
  - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  - d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.27.3 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.
- 8.27.4 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.
- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such

violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

**8.28 Non-Exclusivity**

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

**8.29 Notice of Delays**

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

**8.30 Notice of Disputes**

Contractor must bring to the attention of County Project Manager any dispute between the County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Manager is not able to resolve the dispute, the Sheriff or his designee will resolve it.

**8.31 Notice to Employees Regarding the Federal Earned Income Credit**

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.

**8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

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 the County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely Surrendered Baby Law) to this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement 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 Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the



authority to issue all notices or demands required or permitted by the County under this Master Agreement.

### **8.34 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and the County agree that, during the Term of this Master Agreement 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.

### **8.35 Public Records Act**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) below; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.

8.35.2 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 an SOQ marked "trade secret," "confidential," or "proprietary," 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.

### **8.36 Publicity**

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

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

- During the Term of this Master Agreement, Contractor must 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 County Project Director. The County will not unreasonably withhold written consent.

8.36.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

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

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. 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 Master Agreement. 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 Contractor and will be made available to the County during the Term of this Master Agreement and for a period of five 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 Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, Contractor must 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.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this

Master Agreement upon which the County may terminate or suspend this Master Agreement.

- 8.37.3 If, at any time during the Term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: (a) repaid by 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 Contractor from the County, whether under this Master Agreement 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 Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

#### **8.38 Recycled Bond Paper**

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

#### **8.39 Subcontracting**

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:
- a. A description of the Work to be performed by the subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by the County.
- 8.39.3 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 Contractor employees.
- 8.39.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that

Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor must notify its subcontractors of this County right.
- 8.39.6 County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 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 County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents to County Contract Compliance Manager as listed in Exhibit A (County's Administration) to this Master Agreement, before any subcontractor employee may perform any Work hereunder.

#### **8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) above will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) below and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.41 Termination for Convenience**

- 8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effected by notice of termination to 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 Days after the notice is sent.

- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must immediately:
- Stop Work under the Work Order or under this Master Agreement, as identified in such notice;
  - Transfer title and deliver to the County all completed Work and Work in process; and
  - Complete performance of such part of the Work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) above.

#### **8.42 Termination for Default**

- 8.42.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement or any Work Order issued hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) above.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

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

the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.43.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 Termination for Insolvency**

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

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

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

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal

years unless and until the Board appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 Validity**

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

#### **8.48 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

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

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

#### **8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

8.50.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

8.50.2 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 Master



Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

**8.51 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 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

**8.52 Time off For Voting**

Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten 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](#).

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

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

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

8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

**8.54 Intentionally Omitted**

**8.55 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Contractor's violation of this Paragraph 8.55 may constitute

a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

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

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/>). 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 Contractor to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting a SOQ or proposal in a County solicitation if the Vendor/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 Vendor/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement.

#### **8.58 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.

#### **8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement 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 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph 8.59, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

## 9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

### 9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.6.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:

- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
- b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
- c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and

Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

## **9.7 Social Enterprise (SE) Preference Program**

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
  - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

## **9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

- 9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor must:
- a. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if this Master Agreement had been properly awarded,
  - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement, and
  - c. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

## 10.0 Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)

Paragraph 5.3	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments and Change Notices)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	(Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding)
Paragraph 10.0	(Survival)

**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

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**FOR  
AIRPLANE MAINTENANCE, ENGINEERING, AND REPAIR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of the Los Angeles County, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized representative, on dates written below.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
                    ROBERT G. LUNA, SHERIFF

Date: \_\_\_\_\_

[CONTRACTOR]

By (print): \_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Michele Jackson  
Principal Deputy County Counsel