

APPENDIX A
SAMPLE CONTRACT



MODEL AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR]
FOR
AIRPLANE MAINTENANCE, ENGINEERING AND REPAIR SERVICES
FOR THE
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AERO BUREAU

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK
- EXHIBIT C – CONTRACTOR'S ADMINISTRATION
- EXHIBIT D – CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT E – SAMPLE WORK ORDER FORMAT
- EXHIBIT F1 – CERTIFICATION OF NO CONFLICT OF INTEREST
- EXHIBIT F2 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
- EXHIBIT F3 – CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles (“County”) and [_____], a [_____] organized under the laws of [_____], located at [_____] (“Contractor”), for the Los Angeles County Sheriff’s Department (the “Department”).

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

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through F, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the “Agreement.” This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. 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, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:
 - 1.2.1. Exhibit A – Additional Terms and Conditions
 - 1.2.2. Exhibit B – Statement of Work
 - 1.2.3. Exhibit E – Sample Work Order Format
 - 1.2.4. Exhibit D – Contractor’s EEO Certification
 - 1.2.5. Exhibit F1 – Certification of No Conflict of Interest

1.2.6. Exhibit F2– Contractor’s Employee Acknowledgement and Confidentiality Agreement

Exhibit F3– Contractor’s Non-Employee Acknowledgment and Confidentiality Agreement

1.2.7. Exhibit C – Contractor’s Administration

1.3 Additional Terms and Conditions. Without limiting the generality of [Subparagraph 1.1 \(Agreement\)](#), attached hereto as [Exhibit A \(Additional Terms and Conditions\)](#), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 “Agreement” has the meaning set forth in [Paragraph 1.1 \(Agreement\)](#).

2.2 “Board” means the Los Angeles County Board of Supervisors.

2.3 “Business Day” means Monday through Friday, excluding County observed holidays.

2.4 “Change Order” has the meaning set forth in [Section 6.0 \(Change Orders and Amendments\)](#).

2.5 “Contractor Key Personnel” has the meaning set forth in [Paragraph 4.5](#).

2.6 “Contractor Project Director” has the meaning set forth in [Paragraph 4.1 \(Contractor Project Director\)](#).

- 2.7 “Contractor Project Manager” has the meaning set forth in [Paragraph 4.2 \(Contractor Project Manager\)](#).
- 2.8 “County” has the meaning set forth in the Recitals.
- 2.9 “County Counsel” means County’s Office of the County Counsel.
- 2.10 “County Indemnitees” has the meaning set forth in [Paragraph 13.1 \(Indemnification\)](#) of [Exhibit A \(Additional Terms and Conditions\)](#).
- 2.11 “County Project Director” has the meaning set forth in [Paragraph 3.1 \(County Project Director\)](#).
- 2.12 “County Project Manager” has the meaning set forth in [Paragraph 3.2 \(County Project Manager\)](#).
- 2.13 “Deliverable” means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.
- 2.14 “Department” has the meaning set forth in the [Recitals](#).
- 2.15 “Dispute Resolution Procedure” has the meaning set forth in [Section 2.0 \(Dispute Resolution Procedure\)](#) of [Exhibit A \(Additional Terms and Conditions\)](#).
- 2.16 “Effective Date” means the first date on which this Agreement has been executed by all parties and approved by the Board.
- 2.17 “Maximum Labor Rate Per Hour” or “MLR” means, for Contractor’s personnel, the fully burdened maximum hourly rate set forth in [Paragraph 8.2 \(Labor\)](#), which includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.18 “Infringement Claims” has the meaning set forth in [Section 14.0 \(Intellectual Property Indemnification\)](#) of [Exhibit A \(Additional Terms and Conditions\)](#).
- 2.19 “Initial Term” has the meaning set forth in [Section 7.0 \(Term\)](#).
- 2.20 “Jury Service Program” has the meaning set forth in [Section 33.0 \(Compliance with Jury Service Program\)](#) of [Exhibit A \(Additional Terms and Conditions\)](#).
- 2.21 “Option Term” has the meaning set forth in [Section 7.0 \(Term\)](#).
- 2.22 “Preapproved Subcontractor” has the meaning set forth in [Section 1.0 \(Subcontracting\)](#) of [Exhibit A \(Additional Terms and Conditions\)](#).

- 2.23 “Sheriff” means the elected official who is the Sheriff of the County of Los Angeles.
- 2.24 “Specifications” means the direction, provisions, and requirements contained in each Work Order and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under the Agreement.
- 2.25 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.
- 2.26 “Task” means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment.
- 2.27 “Tax” and “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.28 “Term” has the meaning set forth in Section 7.0 (Term).
- 2.29 “Work” means any and all Tasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.
- 2.30 “Work Order” means a subordinate agreement, attached as Exhibit E (Sample Work Order Format) to this Agreement, executed wholly within and subject to the provisions of the Agreement, for the performance of Tasks and/or provision of Deliverables as described in attached Specifications. No work shall be performed by CONTRACTOR except in accordance with validly executed Work Orders.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director.

- 3.1.1 “County Project Director” for this Agreement shall be the following person:

Office of the Captain
Los Angeles County Sheriff, Aero Bureau
3235 North Lakewood Boulevard
Long Beach, California 90808
Phone: (562) 421-1010
Fax: (323) 415-4524
E-mail: JADiGiov@lasd.org

- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in [Section 6.0 \(Change Orders and Amendments\)](#) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

- 3.2.1 "County Project Manager" for this Agreement shall be the following person:

Dennis A. Thompson, Chief of Maintenance
Los Angeles County Sheriff, Aero Bureau
3235 North Lakewood Boulevard
Long Beach, California 90808
Phone: (562) 421-2701
Fax: (323) 415-3249
E-mail: d2thomps@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to [Subparagraph 3.2.2](#).

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

- 3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by County.
 - 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in [Paragraph 3.1 \(County Project Director\)](#), and the duties of County Project Manager, which duties are enumerated in [Paragraph 3.2 \(County Project Manager\)](#), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this [Paragraph 3.3](#).
- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

- 4.1.1 "Contractor's Project Director" is listed in [Exhibit C](#). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.
- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

- 4.2.1 The “Contractor’s Project Manager” is listed in [Exhibit C](#). The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Project Manager.
- 4.2.2 Contractor Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement and shall coordinate with County’s Project Manager on a regular basis with respect to all active Work Orders.
- 4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, in person or by phone, but no less frequently than monthly with County.

4.3 Contractor’s Authorized Officials

- 4.3.1 Contractor’s Authorized Official(s) are designated in [Exhibit C](#). Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor’s Authorized Official(s).
- 4.3.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

5.0 WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor acknowledges that, subject to this [Paragraph](#), all Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable on a per Work Order basis in accordance with the terms and conditions of this Agreement, including this [Section 5.0 \(Work; Approval and Acceptance\)](#), [Section 8.0 \(Prices and Fees\)](#), and [Section 10.0 \(Invoices and Payments\)](#).

- 5.2 Pursuant to the provisions of this [Agreement](#), the CONTRACTOR shall fully perform, complete and deliver on time, all deliverables, services and other work as set forth in each Work Order.
- 5.3 Work Orders shall conform to [Appendix E \(Sample Work Order Format\)](#). Each Work Order shall include Specifications that describe in detail the particular project and the work required for the performance thereof.

- 5.4 If CONTRACTOR provides any task, deliverable, service, or other work to COUNTY that utilizes other than approved CONTRACTOR personnel, and/or that goes beyond the scope of the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order bid as originally written, or as modified in accordance with the [Section 6.0, Change Notices and Amendments](#), these shall be gratuitous efforts on the part of CONTRACTOR for which CONTRACTOR shall have no claim whatsoever against COUNTY.
- 5.5 COUNTY procedures for issuing and executing Work Orders are as set forth in this [Paragraph](#). Upon determination by the COUNTY to issue a Work Order solicitation, the COUNTY may issue a Work Order solicitation containing Specifications to all [Agreement](#) CONTRACTORS qualified to perform the work in question, however, the COUNTY's Project Manager has the sole discretion to issue Work Order(s) to any of the Qualified CONTRACTORS pursuant to [Paragraph 5.6](#). Each interested Qualified CONTRACTOR so contacted shall submit a bid to the COUNTY address and within the timeframe specified in the solicitation. Failure of CONTRACTOR to provide a bid within the specified timeframe may disqualify CONTRACTOR for that particular Work Order solicitation.
- 5.6 Upon completion of evaluations, COUNTY shall execute the Work Order by and through the Sheriff's Department staff identified in this [Agreement](#) with the lowest cost Qualified CONTRACTOR unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. The Sheriff's Department reserves the right to select CONTRACTOR(s) per job based on "best price/best source", time-to-completion of proposed work, and will consider timeliness of completed work based on previous jobs, and frequency of past job(s) in considering each bid. It is understood by CONTRACTOR that COUNTY's competitive bidding procedure may have the effect that no Work Orders are issued to some [Agreement](#) Qualified CONTRACTORS. Work Orders are usually issued for periods not extending past the end of COUNTY's current fiscal year (June 30th).
- 5.7 COUNTY estimates that the selection of any CONTRACTOR shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids.

6.0 CHANGE NOTICES AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this [Section 6.0 \(Change Orders and Amendments\)](#).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which affects the description of Work, time period, or amount of payment under a Work Order, the County Project Director and Contractor Authorized Official shall execute a Change Notice to the Work Order.
- 6.1.2 For any change which does not materially affect the scope of Work, Term, Prices and Fees, or any other term or condition included under this Agreement, a Change Notice shall be executed by the County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.
- 6.1.3 For any change which increases the Prices and Fees pursuant to [Paragraphs 8.3 or 9.2](#), or changes the terms and conditions pursuant to requirements of the Board of Supervisors, County Counsel, or the County Chief Administrative Officer, the Sheriff and the Contractor Project Director shall execute an Amendment to the Agreement.
- 6.1.4 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or [Exhibit A \(Additional Terms and Conditions\)](#), then a negotiated Amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with [Section 42.0 \(Records and Audits\)](#) of [Exhibit A \(Additional Terms and Conditions\)](#), Contractor's compliance with [Section 6.0 \(Change Orders and Amendments\)](#) in respect of Work performed pursuant to a Change Order.

7.0 TERM

- 7.1 This Agreement is effective upon the date of execution by the Sheriff. This Agreement shall expire three (3) years after the date the Agreement was authorized by the Board of Supervisors unless sooner extended or terminated, in whole or in part, as provided herein.
- 7.2 The County shall have the option to extend the Agreement term for up to two (2) additional one-year periods and alternatively or additionally for a maximum period of six (6) months, in any increment, for a maximum total Agreement term of five (5) years and six (6) months from the date the Agreement was authorized by the Board of Supervisors. Each such option shall be exercised individually by the Sheriff by giving notice to the Contractor.
- 7.3 Contractor shall notify Los Angeles County Sheriff's Department when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County's Project Director at the address herein provided in [Section 3.0 \(Administration of Agreement – County\)](#).
- 7.4 In the event that a Work Order is issued prior to the expiration of the Agreement, and which requires Work to be performed that will exceed the Term, all terms and conditions of this Agreement shall apply for purposes of that Work Order only until the Work is completed and paid for.

8.0 PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Labor

Except as stated in [Paragraph 9.2](#), at no time during the term of this Agreement, shall the Maximum Labor Rate per Hour (MLR) for Work performed as a result of this Agreement exceed:

[INSERT \$\$\$ AMOUNT per HOUR]

