

LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY
FIRE CHIEF

December 19, 2024

BOARD OF FIRE COMMISSIONERS
FILE NO. 25-001

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: AGREEMENT BETWEEN THE LOS ANGELES CITY FIRE DEPARTMENT AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

FINAL ACTION: Approved Approved w/Corrections Withdrawn
 Denied Received & Filed Other

SUMMARY

The Los Angeles City Fire Department (LAFD) for many years has been contracted to provide fire protection and emergency medical services to the community of Bell Canyon which is within the jurisdiction of Ventura County. To meet national standards and maintain a high level of service to the citizens within these areas, the LAFD enters into agreements which allows the city with the closest resource to respond and start to mitigate the situation until the jurisdictional agency's resources arrive and transition command. Per the agreement, the LAFD will continue to bill the Ventura County Fire Protection District for services rendered as described in the agreement.

The portion of Los Angeles affected by this agreement is the west San Fernando Valley area, bordering LAFD Battalion 17. Additional attachments to this report include the map packet, which is incorporated into the agreement by reference, showing the affected areas of each city.

RECOMMENDATIONS

That the Board:

1. Approve the Agreement for continued fire protection and emergency medical services to the community of Bell Canyon by the Los Angeles City Fire Department for a period of five years, beginning August 1, 2024, and ending July 1, 2029.
2. Authorize the Fire Chief to execute the attached Agreement for services rendered to the Ventura County Fire Protection District.

3. Authorize the Fire Chief sole discretion to execute amendments during the five-year term of the Agreement with the Ventura County Fire Protection District.

FISCAL IMPACT

The City of Los Angeles will bill the Ventura County Fire Protection District for services provided in the County of Ventura's Bell Canyon community. This billing will follow the guidelines described in the agreement.

Board report prepared by Adam Knabe, Battalion Chief, Response Committee Chair.

Attachments

**AGREEMENT BETWEEN
THE CITY OF LOS
ANGELES AND
THE VENTURA COUNTY FIRE PROTECTION DISTRICT
FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT for fire protection and emergency medical services (this "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), acting by and through the Los Angeles City Fire Department (the "LAFD"), and the Ventura County Fire Protection District, a California fire protection district (the "Fire District"). The City, the LAFD, and the Fire District are at times individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the phrase emergency medical services ("EMS") shall have the meaning set forth in Health and Safety Code Section 1797.72; and

WHEREAS, the phrase basic life support services ("BLS") shall have the meaning set forth in Health and Safety Code Section 1797.60; and

WHEREAS, the phrase comprehensive initial action fire suppression/protection services shall mean actions in response to an actual or threat of fire or other emergency ("Initial Action Services"); and

WHEREAS, EMS, BLS, and Initial Action Services are collectively referred to in this Agreement as "Fire Services"; and

WHEREAS, the LAFD is a fire department operated by the City to provide Fire Services within the City's jurisdictional limits; and

WHEREAS, the Fire District is a fire protection district within the County of Ventura formed in accordance with Health and Safety Code Section 13800 et seq., and predecessor statutes, and is responsible to provide Fire Services in the Fire District's jurisdictional boundaries within the County of Ventura; and

WHEREAS, Bell Canyon is a community in the County of Ventura within the Fire District's jurisdiction and is located adjacent to the City of Los Angeles ("Bell Canyon"); and

WHEREAS, the LAFD provided extra jurisdictional Fire Services to Bell Canyon pursuant to a June 17, 2009, agreement between the City and Fire District (Contract No. C-115532); and

WHEREAS, it would be advantageous to the Parties for the LAFD to continue to provide Fire Services to Bell Canyon, and, as needed, under the terms of the California Disaster and Civil Defense Master Mutual Aid Agreement dated November 15, 1950, as may be amended from time to time (Exhibit "D"); and

WHEREAS, the Parties agree to have the LAFD continue to provide Fire Services to Bell Canyon; and

WHEREAS, the Fire District is agreeable to paying the City the full cost of Fire Services provided by the LAFD to Bell Canyon.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. SERVICES BY THE LAFD

- A. During the initial term of this Agreement or any extension hereof, the Fire District agrees to pay an annual contract fee that will ensure full cost recovery to the LAFD ("Contract Fee"). The Contract Fee will be calculated in accordance with Section 13 of this Agreement and will be pro-rated for any partial fiscal year (a fiscal year is defined as the time frame between and including the first day of July and the last day of the following June) during which Fire Services are provided by the LAFD. In exchange for the Contract Fee, the LAFD agrees to provide the following Fire Services to the Fire District in Bell Canyon, the perimeter of which is depicted in Exhibit "B" of this Agreement, which is incorporated herein by this reference:
- i. Initial Action Services consisting of the initial response of resources appropriate to the type of emergency incident, as determined by the LAFD Tiered Dispatch System under the criteria described in Exhibit "C" to this Agreement (Exhibit "C" of this Agreement is incorporated herein by this reference), and
 - ii. EMS consisting of the initial and complete response of resources appropriate to the type of emergency medical incident, as determined by the LAFD Tiered Dispatch System under the criteria described in Exhibit "C" to this Agreement, and
 - iii. EMS transportation consisting of the response of ambulance resources appropriate to the type of emergency medical incident as determined by the LAFD Tiered Dispatch System under the criteria described in Exhibit "C" to this Agreement.

2. VEGETATION FIRE INCIDENTS

Vegetation fire and all other incidents outside of the area are covered by California Disaster and Civil Defense Master Mutual Aid Agreement dated November 15, 1950, as may be amended from time to time. The California Disaster and Civil Defense Master Mutual Aid Agreement is attached to this Agreement as Exhibit "D" and is incorporated herein by this reference.

3. DISPATCHES BY THE LAFD

Upon the LAFD's receipt of a request for Fire Services in Bell Canyon, based upon the information exchanged between the LAFD and the requestor with regard to the type of incident, the LAFD will identify and dispatch the appropriate Fire Services resources for an initial (First Alarm) response to the request. The criteria the LAFD will use to determine the appropriate Fire Services to dispatch is defined by the LAFD Tiered Dispatch system (as described in Exhibit "C"). The LAFD will also provide the caller with any pre-arrival instructions.

4. NOTIFICATIONS BY THE LAFD TO THE FIRE DISTRICT

The LAFD will dispatch its resources as determined by the LAFD Tiered Dispatch System and shall notify the Fire District of all incidents the LAFD responds to in Bell Canyon in accordance with the Operating Plan attached to this Agreement as Exhibit "C."

5. COMMITMENT OF RESOURCES

Subject to the provisions of Section 13 of this Agreement, the LAFD shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies to provide the Fire District with extra jurisdictional "All Risk Initial Action" up to and including incident stabilization, in complying with the terms of this Agreement. The Fire District will respond with the appropriate resource for the given incident type, and on arrival assume responsibility until the conclusion of the incident.

6. INCIDENT REPORTING

For single resource response incidents in Bell Canyon responded to by the LAFD, the LAFD will have the responsibility of incident reporting and follow procedures for notifying the Fire District of all incidents in Bell Canyon. On incidents where there are multiple resources or any incident that requires the response of the Fire District, the Fire District will have the responsibility of incident reporting.

7. PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for Worker's compensation on its own personnel while furnished to the other party or likewise.

It is understood and agreed that neither the Fire District nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act of omission by LAFD, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to LAFD under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, LAFD shall fully indemnify and hold harmless the Fire District from any damage or liability incurred by reason of any act or omission by LAFD, its officers or employees, under or in connection with any

work, authority, or jurisdiction delegated to LAFD under this Agreement.

It is understood and agreed that neither LAFD nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act or omission by the Fire District, its officers, or employees, under or in connection with any work, authority, or jurisdiction delegated to the Fire District under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Fire District shall fully indemnify and hold harmless LAFD from any damage or liability incurred by reason of any act done or omission by the Fire District, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to the Fire District under this Agreement.

The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

8. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

9. INSURANCE

The Parties agree to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate will state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Parties are self-insured entities.

10. ADMINISTRATION

The Fire Chief of the LAFD and the Fire Chief of the Fire District shall be responsible for the administration of this Agreement. The Fire District and the LAFD agree to promptly notify one another in writing regarding any change in resource levels or dispatch policies and will report any such change to one another.

11. TERM

The term of this Agreement will be effective on **July 1, 2024, through June 30, 2029**, unless otherwise terminated earlier by written notice as provided herein.

12. TERMINATION

Any of the Parties may terminate this Agreement at any time by providing a written notice to terminate in accordance with Section 14 of the Agreement. The notice to terminate shall be a minimum of 90 days in advance of the termination date.

Any of the Parties may terminate this Agreement for cause, if another Party defaults. The Party claiming default must notify the other Party of the default in writing and provide a reasonable period to cure. The Agreement terminates upon the defaulting Party's failure to cure within the stated cure period. If this Agreement is terminated due to the LAFD's default, the LAFD will provide the Fire District a refund of any fees paid to the LAFD for services in excess of those rendered.

If this Agreement is terminated due to Fire District's default, the LAFD may cease all services to the Fire District. The LAFD will provide the Fire District with a close out invoice for actual services provided, payable within 30 days of receipt.

13. FEES AND METHOD OF PAYMENT

- A. Fees. The LAFD will charge an annual Contract Fee equal to the cost of providing services, calculated as set forth in this Section 13. The Contract Fee is payable in quarterly installments, due in advance of service.
- B. Invoices. The LAFD will provide an invoice a minimum of 30 days prior to the upcoming payment due date. The LAFD will invoice the Fire District on a quarterly basis.
- C. Incident Statistics. The LAFD will provide Fire District a report showing the LAFD's resource responses to incidents in the community of Bell Canyon. The report will be included with the invoice as stated above in subsection B.
- D. Payment Due Dates. Except for the first payment, payments are due on July 1, October 1, January 1, and April 1, of each year for the term of the Agreement. The first payment is due upon execution of the Agreement. Subsequent payments are due in accordance with the above schedule.
- E. Service Period. For fee calculation purposes, the fee service period will begin on July 1 and end on June 30 of the following calendar year.
- F. Fee Calculation and Reconciliation. Fire Services for Bell Canyon are provided by the LAFD with a combination of fire engines, trucks, light forces and rescue ambulances. These resources respond to City incidents as well as Bell Canyon incidents. Therefore, the cost for Fire Services for Bell Canyon is a percentage based on the amount of time worked on Bell Canyon incidents over total time worked on all incidents.

For example, if Engine X spent 1000 minutes working in a year and 100 of those minutes were spent on Bell Canyon-related incidents, the Bell Canyon costs would be 10% of the total cost for Engine X.

The City calculates its costs using a combination of factors, including average salaries, expenses, Cost Allocation Plan ("CAP") costs and other compensated time off factors. The formula for calculating the cost of Engine X would be as follows:

Total Direct Cost = Total Salary + Backfill Costs + Emergency Overtime + Bonus + Expenses

Total Cost= Direct Cost+ CAP Fringe Benefits+ CAP Central Services+ Div/Batt OH + CAP Dept Admin

Bell Canyon Cost= Total Cost multiplied by Bell Canyon percentage of use (10%).

The annual Contract Fee will be the cost of services under this Agreement (or, for the first service period of this Agreement, under Contract No. C-115532) in the preceding service period. On June 1 of each year, the LAFD will provide the Fire District with an invoice for the annual Contract Fee as so calculated for the service period beginning July 1 of that year.

Within 90 days of the end of a service period, the LAFD will reconcile the actual cost of Fire Services with the payment provided for the subject service period. If the actual cost of services differs from the amount paid, the LAFD will in the invoice for the current service period show either a credit in favor of the Fire District for any overpayment or an additional amount owed to the LAFD for any underpayment.

G. Maintenance of Records

- i. Fire Services. The LAFD will maintain all incident records for Fire Services provided to Bell Canyon at its primary location of 200 N. Main Street, Room 1630, Los Angeles, California 90012. The Fire District will have full access to review and audit these records for a period of at least 36 months following the end of this Agreement.
- ii. Patient Transports. The LAFD will maintain all patient transport records in accordance with applicable, current and future, local, state, and federal laws and statutes including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). To the extent authorized by HIPAA, the LAFD shall allow the Fire District access to the patient's transport records with the understanding that the Fire District has taken reasonable and necessary steps to protect patient health information by having the appropriate policies and procedures in place.

14. RECONCILIATION UPON TERMINATION

Early Termination. Upon early termination of the Agreement, the LAFD will reconcile services provided to the Fire District and will issue an adjusted invoice based upon actual services provided in accordance with Section 13. If the adjusted invoice is for an amount greater than that already paid by the Fire District, then the Fire District will remit payment within 30 days of the date of the invoice. In the event the adjusted invoice is for an amount less than already paid by the Fire District, then the LAFD will reimburse to the Fire District the difference between the actual costs of services and the amount paid by the Fire District. If the Fire District has not paid the invoice for the current service period, then the Fire District agrees to pay an amount that reflects the actual services provided to the Fire District through the effective date of termination and adjustments, if any, that

may be outstanding from the previous service period(s).

15. NOTICES

Notices to the Parties hereunder shall be in writing by certified mail or personal service as follows:

Dustin Gardner, Fire Chief
Ventura County Fire Protection District
2400 Conejo Spectrum St.
Thousand Oaks, CA 91320

Kristin Crowley, Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, CA 90012

16. OPERATING PLAN

At the commencement of this Agreement, the Parties agree that they will perform their operational duties in accordance with the operating plan attached hereto as Exhibit "C" (the "Operating Plan"). In addition, the Parties, through the administrators identified in Section 10 or their designees, shall meet and confer in good faith at least once a year to discuss their respective performance of duties and functions under the Operating Plan. During the meetings the Parties will discuss whether any modification to the Operating Plan is necessary and appropriate. Notwithstanding Section 18 or any other provision of this Agreement, the Parties, through the administrators identified in Section 10 or their designees, may modify the Operating Plan without amending this Agreement.

17. DISPUTE RESOLUTION

In the event of a dispute among the Parties as to the Operating Plan, payment or any other issue arising under this Agreement, the Parties agree to meet and negotiate in good faith to resolve such dispute. This shall not limit any Party's right to pursue any available remedies at law or in equity.

18. AMENDMENT

Any extension or amendment of this Agreement must be made in writing and executed by the City and the Fire District.

19. SEVERABILITY

The Parties agree that if any part, term, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such validity, illegality, or unenforceability shall not affect other parts, terms or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

20. STANDARD CONTRACT PROVISIONS

The Fire District is a public entity and as such, agrees to comply with Exhibit "A" - Standard Provisions for City Contracts (**Rev. 6/24**)[v.1], only when those provisions are relevant to the Fire District's performance of the Agreement and when they do not conflict with or exceed the Fire District's own rules and regulations or any of the local, state, federal rules and regulations to which the Fire District is bound. To the extent there is a difference on any subject matter between the Agreement and the Standard Provisions for City Contracts, the language in the Agreement shall govern.

21. ENTIRE AGREEMENT

A. Complete Agreement

This Agreement contains the full and complete agreement among the Parties. No verbal agreement or conversation with any officer or employee of any of the Parties will affect or modify any terms and conditions of this Agreement.

B. Number of Pages and Attachments

This Agreement is executed in six (6) sextuplicate originals, each of which is deemed to be an original. This Agreement includes nine (9) pages and four (4) exhibits, which constitute the entire understanding and agreement of the Parties.

Exhibit A - Standard Provisions for City Contracts (Rev. 6/24)[v.1]

Exhibit B - Bell Canyon Vicinity Map

Exhibit C - Operating Plan

Exhibit D - California Disaster and Civil Defense Master Mutual Aid Agreement

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

By: _____
KRISTIN M. CROWLEY
Fire Chief

Approved as to form and legality:

HYDEE FELDSTEIN SOTO
City Attorney

Attest:

HOLLY L. WOLCOTT
City Clerk

By: _____
SAMUEL W. PETTY
Deputy City Attorney

By: _____
Deputy City Clerk

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS

(REV. 06/24) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or 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 perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

STANDARD PROVISIONS

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

EXHIBIT B

BELL CANYON VICINITY MAP

LFD to VNC

Exhibit "B"
Initial Action
Bell Canyon

LAFD Fire Station

Other Fire Station

Ventura County Boundary

Railroad

Hiking Trail

Bell Canyon Boundaries

Los Angeles City Boundaries

Other City Boundaries

Brush Patrol Dirt

Dirt Road

SERVICES.

- Fire Protection
- Medical Services
- Specialized and Rescue Services

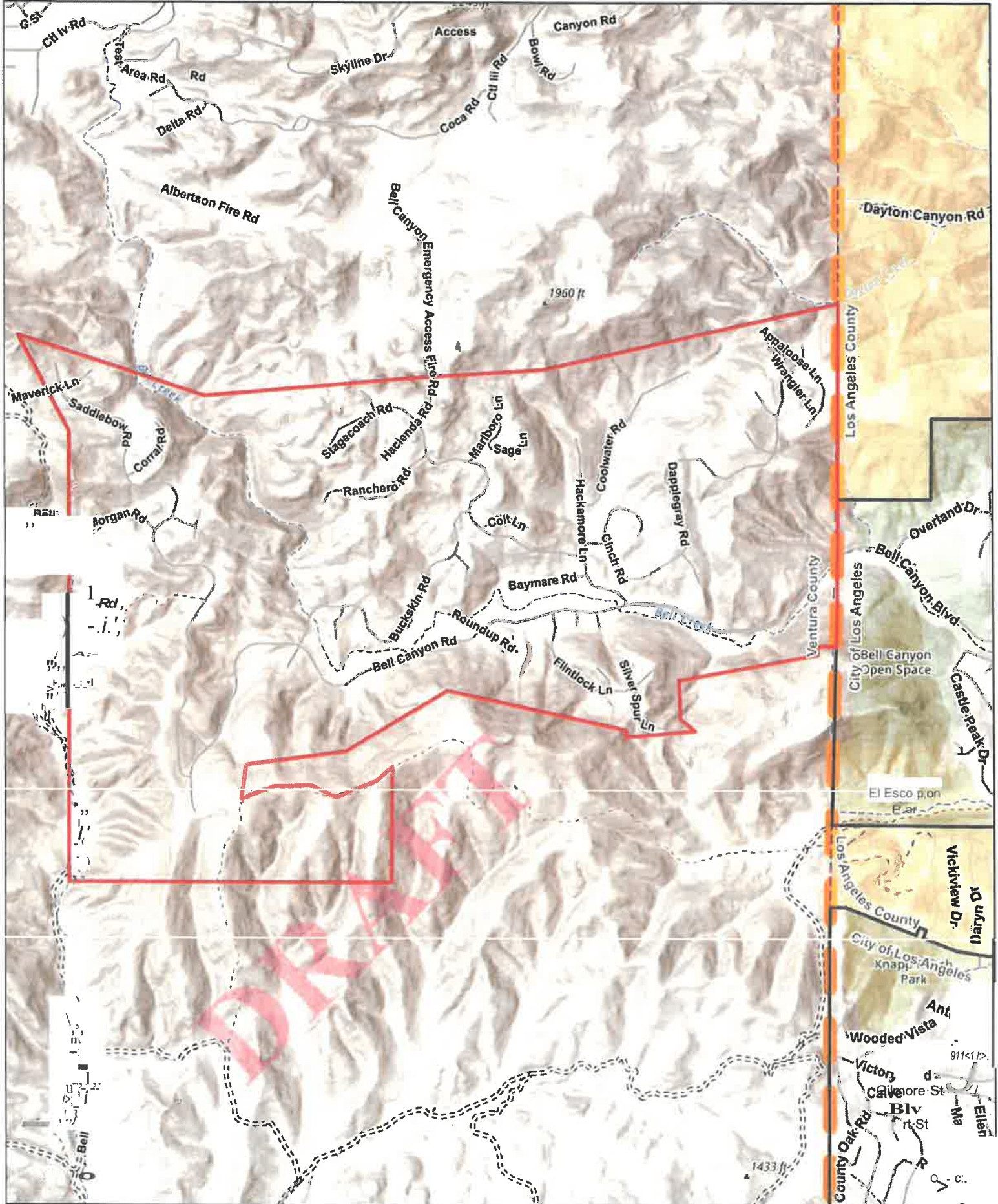


EXHIBIT C

OPERATING PLAN

EXHIBIT "C"



OPERATING PLAN INITIAL ACTION AGREEMENT FOR ALL RISK AND EMERGENCY MEDICAL SERVICES BETWEEN THE LOS ANGELES CITY FIRE DEPARTMENT AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

IDENTIFICATION

This Operating Plan is between the Los Angeles Fire Department (LFD) and the Ventura County Fire Protection District (VNC) identifying the dispatch of resources into the Bell Canyon Community. LFD and VNC are referred to collectively as the Parties.

OPERATING PLAN

This Operating Plan will include protection area maps for all PARTIES, current costs for use of LFD equipment, personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation.

The purpose of this Operating Plan is to outline the operating procedures for carrying out "Initial Action" all risk protection between "LFD" and "VNC." Initial Action for this agreement is defined as "actions taken upon arrival on-scene of an incident to mitigate the emergency until incident stabilization." This Operating Plan is a guide for day-to-day operations and is not intended to replace or adjust any uniform mutual assistance agreement which may be in effect.

This Operating Plan involves utilization of the resources defined in this Agreement as initial dispatch (refer to Tiered Dispatch System).

This Operating Plan outlines procedures for the shared use of the PARTIES' all risk resources including personnel, apparatus and equipment, to control structure fires, other fires and emergencies occurring within the Bell Canyon Community delineated by this Agreement.

EXHIBIT "C"

NOTIFICATIONS

Upon receipt of a fire or emergency medical dispatch, it shall be the responsibility of the receiving jurisdiction to notify the other party of the emergency dispatch. When taking action, LFD **shall** notify VNC of any incident within the community of Bell Canyon in accordance with the Operating Plan, detailing equipment and personnel that were dispatched to the incident location.

After receiving notification of an incident within the community of Bell Canyon, VNC will communicate with the on-scene LFD incident commander and determine the most appropriate VNC resource to respond to the incident.

INITIAL DISPATCH

Upon receipt of an "911" emergency request, LFD will notify VNC of the emergency and the incident and emergency resources dispatched into the Bell Canyon Community. LFD Metro Fire Communications (MFC) shall coordinate initial dispatch of the resources and notification **shall** be made to VNC of any incident.

METHODS OF DISPATCH

1. LFD Tiered Dispatch System

Upon receipt of a report of an incident covered in this Agreement in the Bell Canyon area, "LFD" MFC shall immediately notify VNC telephonically as provided for herein and dispatch "LFD" resources according to the 2007 Algorithm for Bell Canyon.

Upon receiving an alarm directly from the public, "LFD" MFC shall initiate dispatch of their agreed-upon resource package without receiving a request from VNC, provided that they simultaneously attempt to notify both "LFD" and "VNC".

"LFD" utilizes a Tiered Dispatch system, a computer-based system containing comprehensive Fire and EMS services algorithms, to determine and dispatch the appropriate resources for each emergency incident. Both "LFD" and "VNC" have established pre-determined algorithms for service to the Bell Canyon community, and are identified in by the following chart.

EXHIBIT "C"

RESOURCES (TIERED DISPATCH SYSTEM) INTO BELL CANYON

Current Dispatch	
Automatic Alarm	1E or 1LF
Automobile Fire	1E
Bells Ringing	1E or 1LF
Brush Fire	6E+1LF+2BC+2H+1RA+1EMS
Chemical Spill	1E or 1LF + 1HM
Cliff, Vehicle	1E+1LF-1RA+2BC+1HS+1EM+1HR+1UV
Confined Space Rescue	2E+1LF+1BC+1PA+1EM+1HR+UG
Collapsed Structure	3E+2LF+1BC+1HR+1RA+UG+EM
Drowning, Physical Rescue	1E+1LF+1PA+1BC+EM
Electrical Failure	1E
Stuck Elevator	1LF
Engine Response	1E
Explosion	2E+2LF+1BC+PA+EM+HM
General Fire	2E+2LF+1BC+1RA
Investigate Flooding	1LF or 1E
Fire Reported Out	1E
Grass Fire	1E
Hazardous Materials	3E+1LF+2RA+1BC+1SQ
Hydrant	1LF
Illegal Burning	1E
Investigation, Fire Type	1BC
Investigate, Medical Type	1EM
Investigate, Police Type	1LF or 1E + 1RA + 1BC
Natural Gas Leak	1LF or 1E
Lockout	1LF or 1E
Refrigerant Leak	1E or 1LF

EXHIBIT "C"

Lumberyard Fire	3E+2LF+1BC-1SQ+1E+1RAE (5)
Mailbox Fire	1E or 1LF
Pipeline Leak	2E+1LF+1BC
Utility Pole Fire	1E
Radioactive Material	2E+1LF+1BC
Railroad Car Fire	2E+1LF+1BC
Rubbish Fire	1E
Reported Smoke	1LF + 1E
Smoke Detector	1E or 1LF
Structure Fire	3E+2LF+2BC+1RA
Snake	1E or 1LF
Tank Truck Fire	2E+1LF+1BC
Tarpot Fire	1E
Terrorist	1E or 1BC
Tree Fire	1E
Trench Rescue	2E+1LF+2BC+1HR+UG+EM+1RA
Truck Response	1LF
Tunnel Rescue	3E+2LF+1BC+1PA+1SQ+1HR+1TU+1E+UG+EM
Trapped Vehicle	2E+1LF+1PA+1BC+1EM+1HR+1E
Wash Down (Minor)	1E
Wash Down (Major)	3E+2LF+1BC+1SQ
Water Flow	1E or 1LF
Wires Down	1LF or 1E
Transformer Fire	1E

EXHIBIT "C"

INCIDENT COMMAND

In those instances where the LFD arrives before VNC, LFD will take the necessary action dictated by the situation. However, it is assumed that VNC will arrive shortly after the arrival of that of the LFD. Overall command of the incident will transition to VNC at a point in the incident that the Incident Commanders can safely and effectively transition command. The LFD's personnel will remain under the command of the Incident Commander, regardless of agency. The highest-ranking officer of the LFD assigned to the incident will become the Agency Representative (AREP). LFD's resources will remain on-scene until incident stabilization. The LFD's resources will be released from the scene as soon as practical by the VNC Incident Commander.

When it is deemed appropriate, the AREP may enter into Unified Command with the jurisdictional Department's Incident Commander. It is understood that such a decision may require approval from an Agency Administrator of the assisting and/or jurisdictional Department.

A common and agreed upon communications plan shall be established and utilized by all resources and Incident Commanders.

VNC shall be responsible for obtaining information and completing incident reports for incidents within the Bell Canyon community. The LFD shall provide appropriate information to assist with report processing.

LIMITED RESOURCE AVAILABILITY

In the event of high incident activity where VNC has limited resources, VNC shall notify the LFD MFC Battalion Chief. During this period of high incident activity, if VNC is unable to respond, LFD will assume responsibility of all incidents it responds to in Bell Canyon until the conclusion of the incident.

DETERMINATION OF CAUSE AND PRESEVATION OF EVIDENCE

The PARTIES will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. Any information gathered by the LFD shall be turned over to VNC immediately to preserve the evidence "Chain of Custody". It is the responsibility of VNC to pursue an investigation. To the extent permitted by Federal and State law, the LFD will provide investigation files relative to the incident to VNC upon request.

NO THIRD-PARTY BENEFIT

This agreement shall not be construed as, or deemed to be, an Agreement for the benefit of anyone not a party hereto and anyone, who is not a party hereto, shall not have a right of action hereunder for any cause whatsoever.

EXHIBIT "C"

AMENDMENTS

This Agreement may be amended at any time by written mutual consent of the PARTIES hereto.

APPROVAL:

IN WITNESS WHERE OF, the PARTIES have executed this Operating Plan as of the last date written below;

Fire Chief
Los Angeles Fire Department

Fire Chief
Ventura County Fire Protection District

Date

Date

EXHIBIT D

CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT

**CALIFORNIA
DISASTER AND CIVIL DEFENSE
MASTER MUTUAL AID AGREEMENT**

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

WITNESSETH:

WHEREAS, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide, and interstate basis;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly

provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a *STATE OF EXTREME EMERGENCY* has been proclaimed.
5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "California Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that: "The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans." (Section 1564, Military and Veterans Code.)
6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government, the parties to this agreement shall abide by such mutual aid agreements in accordance with the law.
7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
 - a. Countywide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

- b. Statewide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
 - c. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
 - d. Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.
 - e. The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
 - f. The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.
8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after

receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

9. Approval or execution of this agreement shall be as follows:
 - a. The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
 - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "*CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT*" Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.
 - c. The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.

10. Termination of participation in this agreement may be effected by any party as follows:
 - a. The Governor on behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
 - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signed by: EARL WARREN
GOVERNOR

On behalf of the State of California and all its
Departments and Agencies

ATTEST:

November 15, 1950

Signed by: FRANK M. JORDAN
SECRETARY OF STATE



Note:

There are references in the foregoing agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code. Effective November 23, 1970, by enactment of Chapter 1454, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

- (a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

In addition, Section 8561 of the new act specifically provides:

"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of this chapter.

Substantially the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.

