

March 5, 2019

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

February 12, 2019

BOARD OF FIRE COMMISSIONERS  
FILE NO. 19-024

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE FOR VOCATIONAL EDUCATIONAL TRAINING

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

## SUMMARY

The Los Angeles Fire Department (LAFD) is requesting to execute a new vocational educational training (VET) agreement (Agreement) with Los Angeles Community College District (District) on behalf of East Los Angeles College (ELAC). In accordance with Title 5 of the California Code of Regulations and Education Code Section 5 (State Code), this Agreement allows for ELAC to provide college credit and continuing education courses to LAFD sworn personnel. The Agreement also provides for a cooperative revenue share arrangement for State funding received for the provision of these services.

The State Code allows for accredited educational institutions such as ELAC to establish vocational training programs and participate in cooperative agreements with public agencies in which college credit is provided to the public agencies' employees. The degree and certificate programs for which college credit is granted must have been approved by the State, and courses that make up the programs must be approved by the district governing board and district curriculum committee. ELAC has established an approved curriculum which is aligned with LAFD's training programs, duties, and objectives, thereby allowing LAFD sworn members to accrue vocational college credits. The courses and corresponding terms are outlined in this Agreement.

The State provides funding for instructional hours which meet the State Code criteria. This Agreement provides terms for ELAC and LAFD to share revenues received from the State. The Department's per hour share of State funds is \$4.25 per hour. Los Angeles Administrative Code (LAAC) Section 5.148 established the LAFD Revolving

Training Fund, setting forth the deposit of revenues and the purposes for which the funds may be expended.

The Agreement covers the period from July 1, 2018 through June 30, 2023. As it is with a governmental entity, City Council approval is not required per Charter Section 373. The Agreement has been reviewed and approved by the City Attorney as to legal form.

### **RECOMMENDATIONS**

That the Board:

1. Approve the Vocational Educational Training Agreement with the Los Angeles Community College District, covering the period from July 1, 2018 to June 30, 2023.
2. Authorize the Fire Chief to execute the Agreement with the Los Angeles Community College District.
3. Authorize the Fire Chief sole discretion to execute amendments regarding any modifications, additions or exclusions during the five (5) year term of the Agreement.
4. Transmit the Agreement to the City Administrative Officer for review.

### **FISCAL IMPACT**

An estimated \$1.6 Million in VET funds will be received per year during the period covered by the Agreement. These funds will be used to cover LAFD training and training equipment costs.

Board report prepared by Maria Pascual, Sr. Management Analyst, Training and Support Bureau.

Attachment

**VOCATIONAL EDUCATION TRAINING AGREEMENT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**THE LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**ON BEHALF OF EAST LOS ANGELES COLLEGE**

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## ATTACHMENTS AND ADDENDA

Attachment A	–	Standard Provisions for City Contracts (Rev. 10/17) [v.3]
Addendum A	–	Courses of Instruction for Academic Year 2018-2023
Addendum B	–	Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians
Addendum C	–	Los Angeles Community College District Agreement No. 4500263320

**VOCATIONAL EDUCATION TRAINING AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE LOS ANGELES COMMUNITY COLLEGE DISTRICT  
ON BEHALF OF EAST LOS ANGELES COLLEGE**

**THIS AGREEMENT** is entered into by and between the Los Angeles Community College District (hereinafter referred to as the "DISTRICT"), on behalf of East Los Angeles College and the CITY OF LOS ANGELES (hereinafter referred to as the "CITY"), by and through its Fire Department (hereinafter referred to as the "DEPARTMENT"), with reference to the following:

**WHEREAS**, the DEPARTMENT provides training programs designed for entry level and advance level fire personnel; and

**WHEREAS**, continuing education training courses are approved for college credits through the DISTRICT; and

**WHEREAS**, the East Los Angeles College is an accredited, educational institution empowered to grant college credits for approved educational-training courses that has been utilized by the CITY since 2005; and

**WHEREAS**, the DISTRICT allows the DEPARTMENT to participate in a revenue-share agreement based on the State of California (State) reimbursement guidelines; and

**WHEREAS**, the State's annual training reimbursement to the DEPARTMENT has critical impact on the cost of annual training fees that rise significantly each year; and

**WHEREAS**, if the training fund is interrupted, numerous mandatory certifications and re-certifications could not occur within the DEPARTMENT's budget; and

**WHEREAS**, the DEPARTMENT seeks to continue the DISTRICT's services and finds that a competitive bidding process to continue these services would be unnecessary as allowed in Section 371 (e)(8) of the City Charter; and

**WHEREAS**, the parties hereto desire to continue the DISTRICT's services to the CITY as sole source without a lapse in service.

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

**1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

## 1.1 Parties to the Agreement

1.1.1 The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California, 90012-4123.

1.1.2 District – The Los Angeles Community College District, having its principal address at 770 Wilshire Boulevard, Los Angeles, California, 90017-3856.

## 1.2 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 The CITY'S representative is, unless otherwise stated in the Agreement:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18<sup>th</sup> Floor  
Los Angeles, California, 90012-4131  
(213) 978-3800

With copies to:

Richard F. Rideout, Deputy Chief  
Training and Support Bureau  
200 North Main Street, Room 1680  
Los Angeles, California, 90012-4130  
(213) 978-3550

1.2.2 The DISTRICT'S representative is, unless otherwise stated in the Agreement:

Dr. Francisco Rodriguez, Chancellor  
Los Angeles Community College District  
770 Wilshire Boulevard  
Los Angeles, California, 90017-3856  
(213) 891-2000 or (213) 891-2201

With copies to:

Myeshia Armstrong, Vice President

Administrative Services  
East Los Angeles College  
1301 Avenida Cesar Chavez  
Monterey Park, California 91754-6099  
(323) 265-8650

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

## **2.0 TERM**

### **2.1 Term**

The term of this Agreement will be effective as of July 1, 2018 and will terminate on June 30, 2023, unless otherwise terminated earlier as provided in this Agreement.

### **2.2 Ratification**

Due to the need for the DISTRICT'S services to be provided on an ongoing basis, DISTRICT may have provided services prior to the execution of this Agreement. To the extent that said services were performed satisfactorily, in accordance with the CITY'S request and with the terms and conditions of this Agreement, those services are hereby ratified. The DISTRICT acknowledges that all terms and conditions of this Agreement were in effect as of July 1, 2018.

### **2.3 Amendments**

If either the CITY or the DISTRICT want to change, modify, or exclude, any of the existing terms over this five (5) year period, an Amendment stipulating these new terms will need to be executed. These new terms will be agreed upon by both the CITY and the DISTRICT.

The Board of Fire Commissioners has authorized the Fire Chief to amend the Agreement, utilizing the amendment process described in Section PSC-5 of Attachment A, Standard Provisions for City Contracts (rev. 10/17) [v.3], if any modifications, additions or exclusions need to be made during the five (5) year term, from July 1, 2018 through June 30, 2023.

### **3.0 DISTRICT OBLIGATIONS**

- 3.1 The DISTRICT is responsible for the educational programs conducted under the terms of this Agreement. The courses of instruction to be taught under this Agreement are listed in Addendum A for the period from July 1, 2018 to June 30, 2023. The CITY and the DISTRICT may agree to provide additional courses pursuant to the terms of this Agreement as the need arises and through a written amendment.
- 3.2 The DISTRICT will offer, at the locations specified by the CITY, and consistent with the terms of Section 4.0 – CITY Obligations of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Department's Human Resources Development Committee, Human Relations Implementation Plan. These locations will be open to the public while the courses being offered by the DISTRICT are in session.
- 3.3 College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the DISTRICT. The courses for college credit must have been approved by the DISTRICT'S College Curriculum Committee and have been approved by the DISTRICT'S Board of Trustees.
- 3.4 The DISTRICT will assist the CITY in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students must be processed and registered in accordance with DISTRICT procedures as outlined in the DISTRICT catalog to conform with State/DISTRICT guidelines. The CITY will be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students must be consistent with DISTRICT approved policies regarding all courses.
- 3.5 The DISTRICT must employ all instructors consistent with the requirements of the California Code of Regulations on a non-compensated basis. The DISTRICT retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the DISTRICT under the terms of this Agreement.
- 3.6 Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the DISTRICT who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulations. These minimum qualifications must be those designated by the DISTRICT. Minimum qualifications are within the



purview of the DISTRICT'S Academic Senate and may be subject to change. The current minimum qualifications are listed in Addendum B and hereby incorporated into and made a part of this Agreement.

- 3.7 When the instructor is not a paid employee of the DISTRICT, the DISTRICT will have a written agreement with each instructor conducting the instruction for which State apportionment is to be collected. The agreement between the DISTRICT and each instructor must state that the DISTRICT has primary right to control and direct the instructional activities of the instructor.
- 3.8 The DISTRICT will approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and accreditation requirements of the DISTRICT are satisfied.
- 3.9 The DISTRICT reserves the right to inspect any records maintained by the CITY concerning the implementation of the terms of this Agreement.
- 3.10 If the courses under the terms of this Agreement are held outside DISTRICT boundaries, the DISTRICT will comply with the requirements of Sections 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high school or community college districts and use of non-DISTRICT facilities.

#### **4.0 CITY OBLIGATIONS**

- 4.1 The CITY will provide:
  - 4.1.1 Classroom space at the Frank Hotchkin Memorial Training Center and/or other CITY facilities for use as off-campus sites by the DISTRICT for conducting the courses pursuant to this Agreement.
  - 4.1.2 Services and equipment which includes, but is not limited to, instructors, professional experts, support staff, educational and specialized equipment, materials, day-to-day management support, and all other related services and overhead necessary to implement the terms of this Agreement.
  - 4.1.3 A line-of-sight instructor of record who will conform with the requirements of the DISTRICT as outlined in Sections 3.5 and/or 3.7 of this Agreement, and meets all of the DISTRICT'S minimum qualifications for faculty teaching in the Fire Technology program.

- 4.2 The CITY will maintain records of attendance and achievement. Records will be open at all times to officials of the DISTRICT and submitted on a developed time schedule.
- 4.3 All instructional materials provided by the CITY to students will be at no additional cost to students enrolled in courses in connection with this Agreement. To the extent that charges will be made for students' instructional materials, the charges must be in compliance with the Education Code section 76365, Title 5 California Code of Regulations sections 59400 et. seq., Los Angeles Community College District Board Rule 6415, and Los Angeles Community College District Administrative Regulation E-80.

## **5.0 JOINT RESPONSIBILITIES OF THE CITY AND THE DISTRICT**

- 5.1 The CITY and the DISTRICT will each work in good faith to implement this Agreement, and will use its best efforts to resolve any disputes informally.
- 5.2 The CITY will offer the DISTRICT the opportunity to support all Department Human Resources Development Committee, Human Relations Implementation Plan programs within the DISTRICT'S geographical boundaries including "In-Service Training" or continuing education, which the CITY deems suitable for DISTRICT affiliation and which the DISTRICT certifies. The DISTRICT agrees that the CITY may affiliate with other community colleges for courses for which the DISTRICT declines affiliation.
- 5.3 The CITY will coordinate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to State of California mandated standards governing instructional programs.
- 5.4 College courses conducted under the terms of this Agreement must be identified as being open to the general public. The DISTRICT will allow any person who has been admitted to the DISTRICT and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The DISTRICT policy on open enrollment is published in the DISTRICT catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in Department's Human Resources Development Committee, Human Relations Implementation Plan courses would first need to complete the prerequisites of the Department's Human Resources Development Committee, Human Relations Implementation

Plan Courses. In order for the DISTRICT to claim apportionment for payment under the terms of this Agreement, the student must be enrolled in the course through the DISTRICT.

- 5.5 The DISTRICT and the CITY will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

## **6.0 PAYMENT FOR SERVICES**

The DISTRICT will pay the CITY based on student instructional hours (Weekly Student Contact Hours – WSCH or Full-Time Equivalent Students – FTES) in accordance with State guidelines. In consideration for the services provided hereunder the District will pay the CITY \$4.25 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$46.00 per unit, payment will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the DISTRICT, the DISTRICT will not be obligated to pay the CITY. If the DISTRICT is paid apportionment on a pro rata basis by the State, this apportionment will be applied directly to the CITY.

## **7.0 PAYMENTS**

- 7.1 All payment by the DISTRICT to the CITY under this Agreement will be subject to verification by the CITY and other appropriate State of California agencies. Classes offered under this Agreement, which do not meet State requirements or DISTRICT policy will not be considered when computing the payment under this Agreement.
- 7.2 The DISTRICT will pay the CITY upon submission of valid invoices for the number of courses taught in a calendar year based on the following schedule and documentation:
- 7.2.1 For all courses taught between January 1 and June 30, payment will be made no sooner than forty-five (45) days after June 30, nor later than one-hundred twenty (120) days after June 30.
- 7.2.2 For all courses taught between July 1 and December 31, payment will be made no sooner than forty-five (45) days after December 31, nor later than one-hundred twenty (120) days after December 31.
- 7.2.3 Source data and associated developmental documentation that support the number of students taught during the calendar year will be presented to the CITY with this payment.

## **8.0 CERTIFICATIONS**

- 8.1 The DISTRICT certifies that it does not receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.
- 8.2 The CITY certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with California Education Code Section 84752.

## **9.0 PUBLIC ENTITY MUTUAL HOLD HARMLESS CLAUSE**

Pursuant to the provisions of the California Government Code, Sections 895.4 et. seq., each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

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

## **10.0 INSURANCE**

- 10.1 The CITY agrees 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 CITY is a self-insured entity. Upon request from the DISTRICT, the CITY will provide the DISTRICT a declaration of self-insurance as evidence of coverage. The CITY must provide thirty (30) days written notice to the DISTRICT of any material change in coverage. Further, the CITY will maintain a program of Worker's Compensation Insurance throughout the term of this Agreement.
- 10.2 The DISTRICT agrees to comply with the CITY'S Insurance requirements as outlined in Attachment A – Standard Provisions for CITY Contracts (Rev. 10/17) [v.3], PSC-23, Insurance Contractual Requirements and Exhibit 1 - Required Insurance and Minimum Limits (Form Gen.146 (Rev. 6/12)).

## **11.0 VALIDITY**

The invalidity in whole or in part of any portion of this Agreement will not void or affect the validity of any other provisions of this Agreement.

## **12.0 DISTRICT RECORDS**

The DISTRICT will maintain and preserve book(s) of account and other financial transactions which relate to the services performed pursuant of this Agreement. The DISTRICT will retain such books and records for at least three (3) years following the final payment by the CITY hereunder. At any time during the term of this Agreement, or within three (3) years following the payment hereunder, all of the DISTRICT'S books, documents, papers, and records pertaining to this project will be subject to examination and audit by authorized CITY personnel.

## **13.0 CONFIDENTIALITY**

All documents, reports, statements, or other information prepared, relied upon, or used by the DISTRICT pursuant to this Agreement and/or documentation, reports, statements or other information furnished to the DISTRICT by the CITY will be treated as confidential and privileged by the DISTRICT and will not be made available to any person or party, except upon express written authorization from the CITY.

## **14.0 ABANDONMENT OF PROJECT, CANCELLATION OF CONTRACT, DEFAULT, SUSPENSION OF SERVICES, AND RIGHT OF TERMINATION**

Notwithstanding anything herein to the contrary, either party has the right to terminate this Agreement, with or without cause, upon sixty (60) calendar days advanced written notice to the other party. In the event of such termination, each party will fully pay and discharge all obligations in favor of the other party accruing prior to the date of the termination. Each party will be released from all obligations or performance that would otherwise accrue subsequent to the date of the termination. Neither party will incur any liability to the other party by reason of the termination.

## **15.0 AUTHORITY OF CITY**

The CITY warrants that it has full authority to enter into and administer this Agreement. This includes, but is not limited to the right to terminate, amend, extend, modify or alter specific terms of the agreement in accordance with the terms set forth in this Agreement. The CITY shall have full access and authority to audit all pertinent records concerning this Agreement.

## **16.0 WAIVER**

No waivers or any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

## **17.0 GOVERNING LAWS**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any legal proceeding regarding this Agreement shall be in Los Angeles County, State of California, and the parties hereto expressly submit to such jurisdiction and venue.

## **18.0 SEVERABILITY**

The CITY and the DISTRICT agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such in 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.

## **19.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the DISTRICT. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the DISTRICT, this Agreement shall automatically terminate and the DISTRICT shall be relieved of any further obligation.

## **20.0 STANDARD CONTRACT PROVISIONS**

The DISTRICT is a public entity and as such, agrees to comply with Attachment A – Standard Provisions for CITY Contracts (Rev. 10/17) [v.3], only when those provisions are relevant to the DISTRICT'S performance of the agreement and when they do not conflict with or exceed the DISTRICT'S own rules and regulations or any of the local, state, and federal rules and regulations to which the DISTRICT is bound. To the extent there is a conflict on any subject matter between the Agreement and the Standard Provisions for CITY Contracts, the language in the Agreement shall govern.

## **21.0 ENTIRE AGREEMENT**

### **21.1 Complete Agreement**

This Agreement contains the full and complete Agreement between the two (2) parties. No verbal agreement or conversation with any officer or

employees of either party will affect or modify any of the terms and conditions of this Agreement.

#### 21.2 Number of Pages, Appendices and Addenda

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twelve (12) pages, one (1) Attachment and three (3) Addenda, which constitute the entire understanding and Agreement of the parties.

### **22.0 BOARD OF TRUSTEES AUTHORIZATION**

The effectiveness of this Agreement is expressly conditioned upon approval by DISTRICT Board of Trustees.

#### 22.1 Los Angeles Community College District Agreement No. 4500263320

The Board of Trustee authorized the Los Angeles Community College District to enter in Agreement No. 4500263320 with the Los Angeles Fire Department to give college credits to all the training courses provided to employees of the Fire Department. The term of that Agreement from July 1, 2018 to June 30, 2023. This Agreement calls for the DISTRICT to pay the Fire Department \$4.25 per student instructional hour with a pro-rata adjustment for state-established registration fees. A copy of the Los Angeles Community College District Agreement No. 4500263320 is hereby attached an incorporated herein as Addendum C.

{Signature page follows.}

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

For: LOS ANGELES COMMUNITY COLLEGE DISTRICT  
ON BEHALF OF EAST LOS ANGELES COLLEGE

DATE: \_\_\_\_\_

By: \_\_\_\_\_

MYESHIA ARMSTRONG  
Vice President  
Administrative Services

For: CITY OF LOS ANGELES

DATE: \_\_\_\_\_

By: \_\_\_\_\_

RALPH M. TERRAZAS  
Fire Chief  
Los Angeles Fire Department

**APPROVED AS TO FORM  
AND LEGALITY:**

MICHAEL N. FEUER  
City Attorney

**ATTESTED:**

HOLLY L. WOLCOTT  
City Clerk

By: \_\_\_\_\_

Kimberly D. Miera  
Deputy City Attorney

By: \_\_\_\_\_

Deputy City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Agreement Number: \_\_\_\_\_



# **ATTACHMENT A**

## **STANDARD PROVISIONS FOR CITY CONTRACTS** **(REV. 10/17) [v.3]**

## 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 effect 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](http://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.

## **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](http://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

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: Los Angeles Fire DepartmentDate: 12/17/2018Agreement/Reference: Los Angeles Community College District - Vocational Education Training

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 StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

#### ☒ **General Liability** \$1,000,000 per occurrence/\$2,000,000 aggregate

1,000,000☒ 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 12 month extended reporting 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☐

#### ☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

#### ☐ **Crime Insurance**

#### Other: **General Notes:**

1. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request For Waiver Of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

2. In the absence of imposed auto liability insurance requirements all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

# **ADDENDUM A**

**COURSES OF INSTRUCTION  
FOR ACADEMIC YEAR 2018-2023**

## **ADDENDUM A**

### **(Courses of Instruction that may be taught under the terms of this Agreement)**

On the following page(s) are the courses currently offered under this Agreement. This list of courses is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the City of Los Angeles, City of Los Angeles Fire Department, and the Los Angeles Community College District on behalf of East Los Angeles College....see attached.

REVISED September 2018

<b>FIRE UPDATES</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Fire Update 27 Hours	Fire Tech 221	27	.5	Approved
Fire Update 54 Hours	Fire Tech 63	54	1.0	Approved
Fire Update 81 Hours	Fire Tech 64	81	1.5	Approved
Fire Update 108 Hours	Fire Tech 65	108	2.0	Approved
Fire Update 135 Hours	Fire Tech 66	135	2.5	Approved
Fire Update 162 Hours	Fire Tech 228	162	3.0	Approved
Fire Update 189 Hours	Fire Tech 229	189	3.5	Approved
Fire Update 216 Hours	Fire Tech 230	216	4.0	Approved
Fire Update 243 Hours	Fire Tech 231	243	4.5	Approved
Fire Update 270 Hours	Fire Tech 232	270	5.0	Approved
<b>COMPANY OFFICER CERTIFICATION</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Fire Instructor 1	Fire Tech 30	40	2.25	Approved
Company Officer 2C Investigations/Inspections	Fire Tech 40	40	2.25	Approved
Company Officer 2B General	Fire Tech 50	40	2.25	Approved
Company Officer 2A Human Resources	Fire Tech 60	22.5	1.5	Approved
Company Officer 2D All Risk Command Operations	Fire Tech 225	40	2.25	Approved
Company Officer 2E Wildland Fire Operations	Fire Tech 186	40	2.25	Approved
<b>ENGINEER/DRIVE OPERATOR CERTIFICATION</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Driver/Operator 1A	Fire Tech 237	40	1.5	Approved
Driver/Operator 1B	Fire Tech 238	40	1.5	Approved
Basic Emergency Vehicle Operations	Fire Tech 239	16	.5	Approved
Basic Pump Operations	Fire Tech 240	16	.5	Approved
<b>COURSE NAME</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Advanced Fire Management and Leadership	Fire Tech 32	136	7.5	Approved
Wildland Fire Behavior Calculations	Fire Tech 33/5390	32	1.75	Approved
Fire Instructor 1B	Fire Tech 31	40	2.25	Archived
Fire Instructor 1C	Fire Tech 34	40	2.25	Archived
Fire Prevention 1B	Fire Tech 41	40	2.25	Approved
Fire Command 1B	Fire Tech 61	40	2.25	Approved
Fire Investigation 1A	Fire Tech 70	40	2.25	Approved
ICS 100	Fire Tech 91	8	.5	Approved
ICS 200	Fire Tech 220	18	1.0	Approved
ICS 300	Fire Tech 93	27	1.5	Approved
ICS 400	Fire Tech 94	22	1.25	Approved
EMT Refresher (54hrs)	Fire Tech 97	54	2.0	Archived
Paramedic Refresher (48hrs)	Fire Tech 227	48	1.0	Approved
Intermediate Fire Behavior	Fire Tech 233/S-290	32	1.0	Approved
Strike Team Task Force Leader	Fire Tech 234/S-330	32	1.75	Approved
Division/Group Supervisor	Fire Tech 235/S-339	20	1.0	Approved
Safety Officer	Fire Tech 236	32	1.75	Approved
Fire Control 2-Basic Operations	Fire Tech 242	18	.5	Approved
Auto Extraction	Fire Tech 241	18	.5	Approved
Roof Ventilation	Fire Tech 243	16	.5	Approved



Ethical Leadership For Fire Instructors	Fire Tech 244	8	.5	Approved
Internal Affairs Investigation	Fire Tech 187	40	1.5	Approved
Tactical Decision Making In Wildland Fires	Fire Tech 188/S-336	24	1.75	Approved
Basic Leadership Skills For Fire Supervisors	Fire Tech 189/L-280	16	1	Approved
Fireline Leadership Advanced	Fire Tech 190/L-380	32	1.5	Approved

Advanced Fire Engine Techniques	Fire Tech 191	18	1	Approved
Emergency Treatment By First Responder-Refresher	Fire Tech 226	27	1	Approved
Fire Academy Training (Drill Tower)	Fire Tech 035	800	17	Approved
Public Safety Leadership/Ethics (attached to Academy)	Fire Tech 029	40	2.25	Approved
LARRO	Fire Tech 246	27	1.5	
Ocean Lifeguard Training Academy	Fire Tech 247	40	1.5	
Lifeguard Recertification	Fire Tech 248	8	.25	
Ambulance Operator Academy	Fire Tech 249	140	4.5	
Fire Service Labor/Management Relations	Fire Tech 250	18	1	


<b>CHIEF OFFICER CERTIFICATION</b>				
Fire Command 2A	Fire Tech 80	40	1.5	Approved
Fire Command 2B	Fire Tech 81	40	1.5	Approved
Fire Command 2C	Fire Tech 82	40	1.5	Approved
Fire Command 2D	Fire Tech 83	40	1.5	Approved
Fire Command 2E	Fire Tech 84	40	1.5	Approved
Fire Management 2A	Fire Tech 85	40	1.5	Approved
Fire Management 2B	Fire Tech 86	40	1.5	Approved
Fire Management 2C	Fire Tech 87	40	1.5	Approved
Fire Management 2D	Fire Tech 88	40	1.5	Approved
Fire Management 2E	Fire Tech 55	40	2.25	Approved
i-400 ICS	Fire Tech 94	22	1.25	Approved

<b>PARAMEDIC SCHOOL</b>				
Anatomy and Physiology for Emer. Health Personnel	Fire Tech 42	72	4	Approved
Introduction to Emergency Medical Service Systems	Fire Tech 43	36	2	Approved
Patient Assessment and Airway Management	Fire Tech 44	36	2	Approved
Cardiology Assessment and Medical Emergencies	Fire Tech 45	126	6	Approved
Emergency Response to Crisis	Fire Tech 46	90	4	Approved
Medical Emer. and Pharmacological Interventions	Fire Tech 47	108	5	Approved
Clinical Internship	Fire Tech 48	216	4	Approved
Field Internship	Fire Tech 49	486	9	Approved


# **ADDENDUM B**

**MINIMUM QUALIFICATIONS FOR INSTRUCTORS OF  
CREDIT COURSES, COUNSELORS, AND LIBRARIANS**

## **ADDENDUM B**

### **TITLE 5. Education Code of California**

#### **53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.**

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
  - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
  - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

NOTE: Minimum qualifications are also met by those individuals possessing a life time teaching credential in their field of training; ie: police training.

# **ADDENDUM C**

**LOS ANGELES COMMUNITY COLLEGE DISTRICT  
AGREEMENT NO. 4500263320 BETWEEN EAST LOS  
ANGELES COLLEGE AND THE LOS ANGELES FIRE  
DEPARTMENT**



**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
770 Wilshire Boulevard  
Los Angeles, CA 90017

## Contract

**Bill To:**

East Los Angeles College  
Business Office  
1301 Avenida Cesar Chavez  
Monterey Park, CA 91754-6099

**Vendor Address**

LOS ANGELES FIRE DEPARTMENT  
IN SERVICE TRAINING SECTION  
1700 STADIUM WAY  
LOS ANGELES CA 90012  
(T)(213)485-6007

**Service(s) To:**

East Los Angeles College  
1200 W. Floral Dr. Stadium B5-105  
Monterey Park, CA 91754  
(323)265-8736 or (323)267-3799

**Information**

**Contract Number** 4500263320  
**Contract Amount** \$ 2,000,000.00  
**Order Date** 10/26/2018  
**Vendor Number** 1004002  
**Payment Terms** Payment Due Net 30 days  
**Requestor/Phone** Dr. Sharon Johnson / 323-265-8834  
**Confirmed with** MIKE PORTNOFF  
**Start date** 07/01/2018  
**End date** 06/30/2023

**Contract # must be referenced on all correspondence.**

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
E7620B	569400		

This is a contract between ELAC and the Los Angeles City Fire Department to give college credits to all the training courses provided to employees of the Department. All of the courses taught at the Department's Training Bureau have been approved by the District and ELAC's curriculum committees. The contract calls for the District to pay the City \$4.25 per instructional student hour with a pro-rata adjustment for the state-established registration fees.

Term: 7/01/18-6/30/23

See Attached Addendum A for updated list of courses.

See Attached Addendum B.

RFC: 10047849