

April 2, 2019

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

March 12, 2019

BOARD OF FIRE COMMISSIONERS
FILE NO. 19-036

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AFFILIATION AGREEMENT WITH THE MOUNT SAN ANTONIO
COMMUNITY COLLEGE DISTRICT FOR EMERGENCY MEDICAL
TECHNICIAN-PARAMEDIC FIELD INTERNSHIP 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 Withdrawn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 Affiliation Agreement with the Mount San Antonio Community College District, on behalf of Mount San Antonio College Paramedic Education Program (Mt. SAC) in which the LAFD agrees to provide field internship training to Mt. SAC students enrolled in the Emergency Medical Technician-Paramedic (EMT-P) training program. The National EMT-P training accreditation standards enacted in 2004 require a written affiliation agreement between an academic institution and a pre-hospital care provider. The LAFD is the largest approved pre-hospital care provider in Los Angeles County. The Affiliation Agreement covers the period from March 15, 2019 through March 14, 2022.

Pursuant to California Code of Regulations Title 22 and the State of California Emergency Medical Services Authority, an EMT-P training program requires 480 hours of clinical experience in a field internship training with a primary 911-service provider. The LAFD is an approved Emergency Medical Services (EMS) provider, and has provided EMT-P field internships for Mt. SAC students for over 20 years. The EMS Liaison Officer assigned to the Paramedic Training Unit of the LAFD's EMS Bureau will coordinate assignments and liaison with Mt. SAC.

The benefit for the LAFD in providing the EMT-P field internships is that it will create a larger pool of regionally trained paramedics available for LAFD recruitment.

The Affiliation Agreement has been reviewed and approved as to legal form by the City Attorney. This Affiliation Agreement with a governmental entity does not need City Council review and approval per City Charter Section 373.

RECOMMENDATIONS

That the Board:

1. Approve the Affiliation Agreement with the Mount San Antonio Community College District, covering the period from March 15, 2019 to March 14, 2022.
2. Authorize the Fire Chief to execute the attached Affiliation Agreement with the Mount San Antonio Community College District.
3. Authorize the Fire Chief sole discretion to execute amendments regarding any modifications, additions or exclusions during the three (3) year term of the Affiliation Agreement.
4. Transmit the Affiliation Agreement to the City Administrative Officer for review.

FISCAL IMPACT

There is no fiscal impact to the General Fund. On-duty LAFD Firefighter/Paramedics will supervise the field internship training.

Board report prepared by Damian A. Pacheco, Senior Management Analyst I, Emergency Medical Services Bureau.

Attachment

AFFILIATION AGREEMENT NO. _____
BETWEEN
THE CITY OF LOS ANGELES
AND THE
MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

This AGREEMENT is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Los Angeles Fire Department, an Emergency Medical Services provider, (hereinafter referred to as "LAFD") and the Mt. San Antonio Community College District, on behalf of Mt. San Antonio College-Hospital Paramedic Education Program (herein referred to as "Mt. SAC"), with reference to the following:

WHEREAS, Mt. SAC is an accredited, educational institution that provides Emergency Medical Technician-Paramedic (EMT-P) training in the Los Angeles County and has been utilized by CITY for over twenty years; and

WHEREAS, Mt. SAC conducts training and instruction programs for students leading to certification and licensure for Emergency Medical Technician ("EMT")-Paramedics (collectively referred to as "TRAINEES") and desires access to opportunities in which TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, licensing and certification rules and regulations for EMT-Paramedics as established by the California Code of Regulations (CCR) Title 22, requires TRAINEES to complete a course of study that includes a clinical experience in a field internship setting; and

WHEREAS, such training requires a 480-hour internship for TRAINEES to obtain broader clinical learning experiences in a location providing primary 9-1-1 service; and

WHEREAS, the CITY agrees to provide field internship training to Mt. SAC students enrolled in the Mt. SAC EMT-P training program; and

WHEREAS, the LAFD is an approved Emergency Medical Services provider that provides required field internship training to Mt. SAC students enrolled in the College's EMT-P training program; and

WHEREAS, the LAFD maintains facilities which can be used to furnish clinical experience to TRAINEES, and the LAFD desires to have their facilities used as a Field Internship site; and

WHEREAS, the CITY has recognized a special long-term obligation to support EMT-P training in the Los Angeles County; and

WHEREAS, the CITY has an interest in supporting EMT-P training programs, which creates a larger pool of regionally trained Paramedics available for LAFD recruitment; and

WHEREAS, National EMT-P training accreditation standards enacted in 2004 require a written affiliation agreement between the academic institution and the Emergency Medical Services provider; and

WHEREAS, this Affiliation Agreement provides the LAFD with the opportunity to reserve positions within the EMT-P training programs, as necessary, if available; and

WHEREAS, this Affiliation Agreement between the CITY and Mt. SAC is necessary to serve a substantial public interest; and

WHEREAS, the LAFD seeks to continue Mt. SAC'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 Mt. SAC's services to the CITY 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, 18th Floor, Los Angeles, California, 90012-4123.

1.1.2 Mt. SAC – Mt. San Antonio Community College District, having its principal address at 1100 North Grand Avenue, Walnut, California, 91789.

1.2 Representatives of the Parties and Service of Notices

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, 18th Floor
Los Angeles, California, 90012-4131

(213) 978-3800

With copies to:

Marc Eckstein, MD, MPH
Medical Director
Commander - EMS Bureau
200 North Main Street, Room 1880
Los Angeles, California, 90012-4130
(213) 978-3741

1.2.2 Mt. SAC's representative is, unless otherwise stated in the Agreement:

Sam Agdasi, Dean
Technology and Health Division, Bldg. 28A-101E
Mount San Antonio College
1100 North Grand Avenue
Walnut, CA 91789

- 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 March 15, 2019 and will terminate on March 14, 2022, unless otherwise terminated earlier as provided in this Agreement.

2.2 Ratification

Due to the need for Mt. SAC's services to be provided on an ongoing basis, Mt. SAC 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. Mt. SAC

acknowledges that all terms and conditions of this Agreement were in effect as of March 15, 2019.

2.3 Amendments

If either the CITY or Mt. SAC want to change, modify, or exclude, any of the existing terms during the three (3) 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 Mt. SAC.

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 three (3) year term, from March 15, 2019 through March 14, 2022.

3.0 MT. SAC OBLIGATIONS

Mt. SAC agrees that it shall:

- 3.1 Establish the educational goals and objectives of the TRAINEES' education program in a manner consistent with the standards and requirements established by applicable law, including but not limited to 22 CCR § 100148 et seq. and the standards of applicable regulatory agencies.
- 3.2 Designate a member of Mt. SAC's staff to provide coordination, oversight, and direction of TRAINEE'S educational activities and assignments during the field Internship with the LAFD. Such person shall be the "Training Coordinator" and shall also act as liaison with the LAFD.
- 3.3 Ensure that each TRAINEE has a pre-assignment health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of Measles, Mumps and Rubella vaccination, and proof of negative Tuberculosis test.
- 3.4 Educate TRAINEES regarding compliance with all required Cal/OSHA Regulations including, but not limited to, blood borne pathogen standards. Additionally, provide TRAINEES the necessary education and training to ensure TRAINEES' compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- 3.5 Furnish each TRAINEE with a clinical experience manual or materials that describe the goals, policies, and procedures of the Mt. SAC training

program. The LAFD shall have the opportunity to review and comment on these materials before they are furnished to the TRAINEE.

- 3.6 Develop and implement a mechanism for determining evaluation of the performance of the TRAINEES including, where appropriate, input from the LAFD.
- 3.7 Maintain records and reports concerning the education of TRAINEES, which shall include the TRAINEES' licensure/certification, pre-assignment health assessment record, and history of immunizations.
- 3.8 Require assigned TRAINEES to comply with the LAFD's applicable policies, procedures and guidelines, applicable state and federal laws, including those concerning the confidentiality of patient care and patient care records as required by HIPAA.
- 3.9 Require TRAINEES to have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.
- 3.10 Inform the LAFD and its Program Coordinator immediately upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
- 3.11 Inform the LAFD and its Program Coordinator within five (5) business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
- 3.12 Inform the LAFD and its Program Coordinator prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.

4.0 CITY OBLIGATIONS

The CITY agrees that it shall:

- 4.1 To the extent that staff and equipment are available, meet the educational goals and objectives of Mt. SAC in a manner consistent with the standards and requirements established by Mt. SAC and the applicable law, including but not limited to sections 22 CCR § 100148 and 22 CCR § 100149. If the CITY cannot meet the goals and objectives, the LAFD will notify Mt. SAC and work with Mt. SAC on a mutually agreeable resolution.
- 4.2 Assign each TRAINEE a preceptor with appropriate training and experience to supervise the TRAINEE during each clinical assignment. A

preceptor is a State and Los Angeles County licensed Paramedic certified by the Los Angeles County Department of Health Services ("DHS") to instruct Paramedic Trainees in the field. The preceptor shall monitor the TRAINEE'S progress and evaluate the TRAINEE at the end of each shift on forms provided by the Mt. SAC.

- 4.3 Designate, after consultation with Mt. SAC, a person to coordinate TRAINEES' schedules and activities while working with the LAFD. Such person shall be the Program Coordinator and shall act as liaison with Mt. SAC. The name of the LAFD's Program Coordinator shall be provided to Mt. SAC's Program Director.
- 4.4 Implement schedules for TRAINEES in conjunction with the Training Coordinator and in accordance with Mt. SAC's educational goals and objectives. The LAFD shall determine the number of TRAINEES permitted to rotate through the field internship. The LAFD ensures that TRAINEES are provided appropriate supervision. TRAINEES will not be used to replace staff of the LAFD, and the LAFD is ultimately responsible for patient care.
- 4.5 Provide each TRAINEE with a brief orientation of the clinical area where each TRAINEE will be working, along with information about the LAFD's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
- 4.6 Provide instruction in the LAFD's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in accordance with LAFD's protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.
- 4.7 Provide first-aid to paramedic TRAINEES needing such care, but shall not be obligated to furnish any other medical or surgical services to any TRAINEE. In accordance with applicable laws and Mt. SAC policies, the LAFD may, upon request, require that Mt. SAC or TRAINEE'S employer clear any TRAINEE returning from an absence caused by illness or injury.
- 4.8 Provide access to the LAFD's applicable reference materials.
- 4.9 Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. The LAFD shall notify Mt. SAC within five (5) days of receipt of notice that the LAFD is not in compliance with any such laws, regulations, or DHS requirements.

- 4.10 Permit inspection of its clinical and related facilities by Mt. SAC and its Program Director or other Program faculty and staff to evaluate TRAINEE performance.
- 4.11 Inform Mt. SAC and its Program Training Coordinator upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
- 4.12 Inform Mt. SAC and its Training Coordinator within five (5) business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
- 4.13 Inform Mt. SAC prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.
- 4.14 Retain ultimate control and responsibility for supervision of patient care.
- 4.15 The LAFD may, at any time, recommend the discontinuance of a particular TRAINEE'S assignment. Mt. SAC will make every effort to promptly comply with such request(s). If Mt. SAC disagrees with the LAFD's request to discontinue a particular TRAINEE's assignment, the TRAINEE shall not participate at the LAFD's location until Mt. SAC and the LAFD's representatives have met to discuss the LAFD's request and the basis therefore.

5.0 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.

6.0 INSURANCE

- 6.1 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 Mt. SAC, the CITY will provide Mt. SAC a declaration of self-insurance as evidence of coverage. The CITY must provide thirty (30) days written notice to Mt. SAC of any material change in coverage. Further, the CITY will maintain a program of Worker's Compensation Insurance throughout the term of this Agreement.

- 6.2 Mt. SAC 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)).

7.0 COOPERATION IN DISPOSITION OF CLAIMS

The LAFD and Mt. SAC agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions, and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. Mt. SAC shall be responsible for discipline of TRAINEES in accordance with Mt. SAC's applicable policies and procedures. Any documents submitted under this section will be submitted in accordance with applicable law. To the extent allowed by law, the LAFD and Mt. SAC shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either the LAFD or Mt. SAC to disclose any peer review documents, records, communications, which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege, or under the Attorney Work-Product Privilege, or records that are protected under HIPAA.

8.0 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.

9.0 PATIENT RECORDS

Any and all of the LAFD's medical records and charts created at the LAFD's facilities as a result of performance under this Agreement shall be and shall remain the property of the CITY.

10.0 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.

11.0 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.

12.0 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.

13.0 SEVERABILITY

The CITY and Mt. SAC 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.

14.0 USE OF NAME

Neither party shall use the name of the other, insignia or trade mark of the other, including Mt. SAC, the LAFD or the CITY, without the prior written consent of an authorized representative of the other party.

15.0 STANDARD CONTRACT PROVISIONS

Mt. SAC 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 Mt. SAC's performance of the agreement and when they do not conflict with or exceed Mt. SAC's own rules and regulations or any of the local, state, and federal rules and regulations to which Mt. SAC 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.

16.0 ENTIRE 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.

17.0 NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in 3 (three) triplicate originals, each of which is deemed to be an original. This Agreement includes eleven (11) pages and one (1) attachment that constitute the entire understanding and agreement of the parties.

{Signature page follows.}

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

For: CITY OF LOS ANGELES

DATE: _____

By: _____
RALPH M. TERRAZAS
Fire Chief
Los Angeles Fire Department

For: MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT

By: _____
SAM AGDASI, Dean
Technology and Health Division
On behalf of the Mt. San Antonio
College – Hospital Paramedic
Education Program

By: _____
VIRGINIA BURLEY, Ph. D.
Interim Vice President, Instruction
On behalf of the Mt. San Antonio
College – Hospital Paramedic
Education Program

DATE: _____

DATE: _____

APPROVED AS TO FORM:

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 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. 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: 1/15/2019Agreement/Reference: Mt. San Antonio College District - Hospital Paramedic Education Program

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

5,000,000☒ 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)

5,000,000Discovery 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 _____☐ _____

☐ **Pollution Liability**

☒ Automobile Liability must provide coverage for any occurrence arising from the transport of hazardous waste.

☐ **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.