

LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY
FIRE CHIEF

April 22, 2024

BOARD OF FIRE COMMISSIONERS
FILE NO. 24-041

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: FIRST AMENDMENT TO AGREEMENT NO. C-140834 WITH
FIREFIGHTER INSPIRATION READINESS AND EDUCATION, LLC FOR
WORK ENVIRONMENT RISK MANAGEMENT TRAINING SERVICES

FINAL ACTION: Approved Approved w/Corrections Withdrawn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

SUMMARY

The Los Angeles Fire Department (LAFD) desires to maintain and/or create a healthy workplace environment for the fire service personnel through enhanced communication and conflict resolution skills, applying the principles of team building and leadership, and learning effective risk management techniques. In order to maintain and/or create this type of environment, the LAFD requires a customized Work Environment Risk Management Training program that relates directly to issues encountered by the fire service personnel.

On January 6, 2020, the LAFD issued a Request for Proposals (RFP) seeking a well-qualified contractor with expert knowledge of the fire service culture and experience in dealing with fire service personnel in order to provide a customized Work Environment Risk Management Training program.

The LAFD subsequently entered into Agreement No. C-140834 with Firefighter Inspiration Readiness and Education, LLC (FIRE, LLC) for a three-year term, effective on July 12, 2022 through July 11, 2025, for an amount not to exceed \$200,000. FIRE, LLC has extensive experience in providing training throughout the United States to approximately 140 fire service organizations, including large fire service organizations, such as the LAFD.

Significant changes were requested by the LAFD to the original scope of work provided by FIRE, LLC. The justification for the additional costs is multifaceted with the COVID-19 pandemic being a contributor to delays and increased costs. The original scope of work was comprised of four phases, the following details the changes to each phase of work.

In Phase I, the required ride-along hours and personnel interviews for LAFD were expanded due to significant changes in management personnel since the Agreement's inception. Phase II introduced new expenses with the inclusion of an online course, necessitating additional work for video production, scripting, location preparation, and the hiring of a production team. Subsequently, post-production costs were incurred for editing, quizzes, and formatting. In Phase III, a complete overhaul of the online course was requested, leading to increased expenses for curriculum expansion, additional videos featuring Chiefs, and revised role plays. Phase IV had further increases in costs due to the inclusion of two instructors and the expanded scope of the Train-the-Trainer program, which now encompasses the online course. These increases are directly attributed to LAFD's request for two online courses, an expanded cadre for Phase IV, and adjustments necessitated by changes in LAFD management personnel.

The LAFD requests to amend Agreement No. C-140834 in order to revise the Contractor's Work Plan and Fee Schedule and increase the contract's compensation limit by \$63,700, for a total maximum contract amount not to exceed \$263,700.

The City Attorney has reviewed and approved the First Amendment to Agreement No. C-140834 as to legal form.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the First Amendment to Agreement No. C-140834 with Firefighter Inspiration Readiness and Education, LLC to amend the Contractor's Work Plan and Fee Schedule and increase the compensation by \$63,700, for a total maximum compensation amount not to exceed \$263,700.
2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

FISCAL IMPACT

There is no impact to the General Fund: Vocational Education Training (VET) funds (LAFD Special Training Fund, Fund 40J, Account 3840JB) have been approved to fund this contract.

Board Report prepared by Justin G. Moore, Assistant Chief, Training and Support Bureau, Training Division and Maria Pascual, Sr. Management Analyst I, Training and Support Bureau.

Attachment

**FIRST AMENDMENT TO AGREEMENT NO. C-140834
BETWEEN
THE CITY OF LOS ANGELES
AND
FIREFIGHTER INSPIRATION READINESS AND EDUCATION, LLC
FOR
WORK ENVIRONMENT RISK MANAGEMENT TRAINING SERVICES**

THIS FIRST AMENDMENT to Agreement No. C-140834 (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “City”), acting by and through the Los Angeles Fire Department (hereinafter referred to as “Department” or “LAFD”), and Firefighter Inspiration Readiness and Education, LLC, (hereinafter referred to as “Contractor”), with reference to the following:

WHEREAS, the LAFD is one of the largest municipal Fire Departments in the United States with approximately 3,380 sworn and 380 civilian personnel; and

WHEREAS, the LAFD desires to maintain and/or create a healthy workplace environment for the fire service personnel through enhanced communication and conflict resolution skills, applying the principles of team building and leadership, and learning effective risk management techniques; and

WHEREAS, in order to maintain and/or create a healthy workplace environment for the fire service personnel, the LAFD requires a customized Work Environment Risk Management Training program that relates directly to issues encountered by the fire service personnel; and

WHEREAS, the City performed its Charter Section 1022 evaluation and determined that City employees do not have the experience in providing a customized Work Environment Risk Management Training as it relates directly to the fire service culture; and

WHEREAS, on January 6, 2020, the LAFD issued a Request for Proposals (RFP) seeking a well-qualified contractor with expert knowledge of the fire service culture and experience in dealing with fire service personnel; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, and the LAFD has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested in that it received the highest score out of the five proposals that were evaluated; and

WHEREAS, on July 12, 2022, the City and Contractor entered into Agreement No. C-140834, for work environment risk management training services for a term of three (3) years, not to exceed \$200,000; and

WHEREAS, the City and Contractor now desire in this First Amendment to Agreement No. C-140834, to amend the Contractor's Work Plan and Fee Schedule and increase the compensation by \$63,700, for a total maximum amount not to exceed \$263,700.

NOW, THEREFORE, in consideration of the premises, representations, covenants and agreements provided below, the City and Contractor agree as follows:

- 1. SECTION 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES, Subsection 1.2 Representatives of the Parties and Service of Notices, Subsection 1.2.1** is hereby partially amended to read as follows, and all other provisions under this Subsection shall remain unchanged:

1.2.1. The City's representative is, unless otherwise stated in the Agreement:

. . . .

With a copy to:

Justin G. Moore, Assistant Chief
Training Division
Los Angeles Fire Department
1700 Stadium Way
Los Angeles, CA 90012

. . . .

- 2. SECTION 4.0 COMPENSATION AND METHOD OF PAYMENT, Subsection 4.1 Compensation, Subsection 4.1.1** is hereby amended in its entirety to read as follows:

The Contractor shall perform all of the services and deliver all of the deliverables provided in the Attachment B - Work Plan and Fee Schedule within twenty-four (24) months of execution of the Agreement and for an amount not to exceed \$263,700.

- 3. SECTION 4.0 COMPENSATION AND METHOD OF PAYMENT, Subsection 4.2 Method of Payment, Subsection 4.2.1. Invoices** is hereby partially amended to read as follows, and all other provisions under this Subsection shall remain unchanged:

The Contractor shall submit monthly invoices to:

Justin G. Moore, Assistant Chief
Training Division
Los Angeles Fire Department
1700 Stadium Way

Los Angeles, CA 90012

.....

4. ATTACHMENT A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/21)[v.4] is hereby removed and replaced with a new Attachment A, Standard Provisions for City Contracts (Rev. 9/22)[v.1], which document is attached to this First Amendment as Exhibit A.

5. SECTION 6.0 MISCELLANEOUS, Subsection 6.1 Standard Provisions is hereby amended in its entirety to read as follows:

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto as Attachment A and incorporated by reference as though fully set forth herein.

Each occurrence of the phrase “Standard Provisions for City Contracts (Rev. 10/21)[v.4]” in the Original Agreement is hereby deleted and replaced with “Standard Provisions for City Contracts (Rev 9/22)[v.1]”.

6. ATTACHMENT B, CONTRACTOR’S WORK PLAN AND FEE SCHEDULE is hereby removed and replaced with a new Attachment B, Contractor’s Work Plan and Fee Schedule, which document is attached to this First Amendment as Exhibit B.

7. ORDER OF PRECEDENCE

In the event of an inconsistency between any of the provisions of this First Amendment to Agreement No. C-140834 and/or all prior agreements or exhibits/attachments, the inconsistency shall be resolved by giving the previous agreements and/or exhibits/attachments precedence in the following order:

- 1) First Amendment to Agreement No. C-140834;
- 2) Original Agreement No. C-140834; and
- 3) The Attachments to the Original Agreement and to the First Amendment to Agreement No. C-140834 in ascending alphabetical order.

8. COUNTERPARTS/NUMBER OF PAGES

This First Amendment may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by e-mail shall be deemed original signatures. This First Amendment includes five (5) pages and two (2) Exhibits.

9. Except as amended by this First Amendment, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. The Original Agreement is hereby incorporated by reference in its entirety into this First Amendment.

[SIGNATURE PAGE FOLLOWS]

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

**THE CITY OF LOS ANGELES,
a Municipal Corporation**

**FIREFIGHTER INSPIRATION
READINESS AND EDUCATION, LLC**

By signing below, the signatory attests that they have no personal, financial, beneficial or familial interest in this contract.

By: _____
Kristin M. Crowley
Fire Chief
Los Angeles Fire Department

By: _____
Cynthia Kastros
Owner

Date: _____

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Samuel W. Petty
Deputy City Attorney

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Agreement Number: C-140834

EXHIBIT A

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22)[v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor’s Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

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.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

STANDARD PROVISIONS

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

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

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

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

Required Insurance and Minimum Limits

Name: Firefighter Inspiration Readiness and Education, LLC.

Date: 12/16/2020

Agreement/Reference: Work Environment Risk Management Training Services

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

WC Statutory
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers
 Jones Act

General Liability

\$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

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

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

100% of the contract price

Crime Insurance

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

2) 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>

EXHIBIT B

ATTACHMENT B

CONTRACTOR'S WORK PLAN AND FEE SCHEDULE



Firefighter Inspiration Readiness & Education, LLC
25640 Tierra Grande Drive
Carmel, California 93923
(916) 402-1546
www.trainfirefighters.com



Los Angeles Fire Department
 200 N. Main St, 18th Floor
 Los Angeles, CA 90012

REVISED SCOPE OF WORK - FEE SCHEDULE - DEC 2023

Highlighted language are items that were changed during the original contract terms

PHASE I DELIVERY

NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
1.1	FIRE, LLC will meet with staff identified by the Los Angeles Fire Department, at mutually convenient times, to obtain information on the organizational structure, functions, and activities of the Department to customize the curriculum for the specific needs of the Los Angeles Fire Department.	<ul style="list-style-type: none"> Instructors will meet with designated LAFD Staff. Provide contact information of all instructors to LAFD point of contact for after meeting communication and updates. Designate the lead instructor for primary communication with LAFD point of contact. Ensure communication with only designated LAFD personnel. 	<ul style="list-style-type: none"> Designate primary point of contact for LAFD during the contract. Identify key stakeholders to participate and contribute to the meeting. Provide contact information for those LAFD personnel authorized to communicate with FIRE, LLC instructional staff. Provide a meeting space with adequate seating and tables for the number of attendees desired. Meeting space to include projection screen, LCD projector (or equivalent), audio and visual connectivity to laptop computer provided by FIRE, LLC. 	10 Days or less



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Los Angeles, CA 90012

NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
1.2	FIRE, LLC will develop electronic media, instructor manual, student manuals, handouts, workbooks, and/or student evaluations to be included in the curriculum.	<ul style="list-style-type: none">• Create/adapt existing curriculum to meet the specific needs of the LAFD.• Create/adapt existing Instructor Manuals for use by internal instructors.• Create/adapt existing student manuals for use by all participants receiving instruction during the contract period.• Create/adapt existing training material and handouts for use by all participants receiving instruction during the contract period.• Create/adapt existing student evaluation forms.• Maintain regular communication with LAFD point of contact for	<ul style="list-style-type: none">• LAFD designee will receive and respond to communications regarding curriculum development to ensure maximum effective content for delivery to LAFD.	20 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
		<p>specific questions/clarifications for maximum content effect.</p>		
1.3	<p>FIRE, LLC will deliver a 4-hour proof of concept curriculum delivery within 30-days of the contract start date.</p>	<ul style="list-style-type: none"> • Provide instructional staff for proof of concept delivery. • Provide all instructor and student manuals, handouts, workbooks, and student evaluations. • Facilitate the four-hour proof of concept period. • Receive direct feedback from attendees regarding the proof of concept content. • Provide attendees with access to an electronic feedback platform to provide additional input post proof of concept. 	<ul style="list-style-type: none"> • Designate the internal stakeholders to attend the proof of concept delivery. • Support and encourage feedback from attendees to maximize the content of the curriculum package for delivery to the LAFD. • Provide classroom/meeting space with adequate seating and tables for the number of attendees invited. • Meeting space to include projection screen, LCD projector (or equivalent), audio and visual connectivity to laptop 	30 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
			computer provided by FIRE, LLC. <ul style="list-style-type: none"> Meeting space to include dry erase boards with appropriate pens and minimum of two (2) easel pads with easels. 	
1.4	FIRE, LLC will provide an after-action report on the proof of concept delivery within 30-days following the proof of concept delivery date.	<ul style="list-style-type: none"> Assemble after action report detailing the proof of concept delivery, feedback from attendees, and recommendations on curriculum updates. Meet with LAFD point of contact to discuss the completed after action report. 	<ul style="list-style-type: none"> Provide feedback on delivered curriculum including relevant content and opportunities for enhanced content. Meet with FIRE, LLC staff to discuss the completed after action report. Approve/accept the after-action report. Authorize, if approved/accepted, updates to the curriculum. 	60 Days or less
1.5	FIRE, LLC will update all pertinent curriculum with the changes approved from the after-action report.	<ul style="list-style-type: none"> Update all curriculum packages including instructor manuals, 	<ul style="list-style-type: none"> Review/Approve/Accept Phase I curriculum updates. 	90 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
		student manuals, handouts, workbooks, and/or student evaluations as determined during the after-action review. <ul style="list-style-type: none"> Submit the curriculum update to LAFD point of contact for approval prior to scheduling Phase II. 		
1.6	Schedule Phase II Training	<ul style="list-style-type: none"> Work with LAFD point of contact to establish agreed upon dates for Phase II Delivery. 	<ul style="list-style-type: none"> Work with FIRE, LLC point of contact to establish agreed upon dates for Phase II Delivery. 	90 Days or less

PHASE I FEE SCHEDULE

SERVICE	COST
Phase I - Due 30 Days within Completion of Phase I Delivery	-\$10,608.00 \$39,592.00
Hourly Fee Range	\$392.00



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Los Angeles Fire Department
 200 N. Main St, 18th Floor
 Los Angeles, CA 90012

PHASE II DELIVERY

NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
2.1	FIRE, LLC will deliver curriculum to all chief officers in the Los Angeles Fire Department over three (3) consecutive dates, two (2) sessions per day (morning and afternoon).	<ul style="list-style-type: none"> • Provide instructional staff for the three-day curriculum delivery. • Provide all instructor and student manuals, handouts, workbooks, and student evaluations. • Facilitate the six (6), four (4) hour delivery sessions. • Receive direct feedback from attendees regarding the proof of concept content. • Provide attendees with access to an electronic feedback platform to provide additional input post proof of concept. 	<ul style="list-style-type: none"> • Designate the internal LAFD members to attend the training. • Support and encourage feedback from attendees to maximize the content of the curriculum package for delivery to the LAFD. • Provide classroom/meeting space with adequate seating and tables for the number of attendees invited. • Meeting space to include projection screen, LCD projector (or equivalent), audio and visual connectivity to laptop computer provided by FIRE, LLC. • Meeting space to include dry erase boards with appropriate pens and 	120 Days of Less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
2.2	FIRE, LLC will provide an after-action report on the Phase II Chief Officer delivery within 30-days following the delivery date.	<ul style="list-style-type: none"> Assemble after action report detailing the proof of concept delivery, feedback from attendees, and recommendations on curriculum updates. Meet with LAFD point of contact to discuss the completed after action report. 	<p>minimum of two (2) easel pads with easels.</p> <ul style="list-style-type: none"> Provide feedback on delivered curriculum including relevant content and opportunities for enhanced content. Meet with FIRE, LLC staff to discuss the completed after action report. Approve/accept the after-action report. Authorize, if approved/accepted, updates to the curriculum. 	150 Days or less
2.3	FIRE, LLC will update all pertinent curriculum with the changes approved from the after-action report.	<ul style="list-style-type: none"> Update all curriculum packages including instructor manuals, student manuals, handouts, workbooks, and/or student evaluations as 	<ul style="list-style-type: none"> Review/Approve/Accept Phase II curriculum updates. 	180 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE (post contract award)
	2.3 REVISION - Post production of the new online course was a new expense including editing, quizzes, copy development, copy edit, formatting, and use of view post production crew with editing and finalization	<ul style="list-style-type: none"> determined during the after-action review. Submit the curriculum update to LAFD point of contact for approval prior to scheduling Phase III. 		
2.4	Schedule Phase III Training	<ul style="list-style-type: none"> Work with LAFD point of contact to establish agreed upon dates for Phase III Delivery. 	<ul style="list-style-type: none"> Work with FIRE, LLC point of contact to establish agreed upon dates for Phase III Delivery. 	180 Days or less

PHASE II FEE SCHEDULE

\$37,240.00 2A
\$26,460.00 2B

SERVICE	COST
Phase II - Due 30 Days within Completion of Phase II Delivery	-\$31,825.00 \$63,700.00
Hourly Fee Range	\$392.00



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PHASE III DELIVERY

NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
3.1	FIRE, LLC will deliver curriculum to an entire battalion of the Los Angeles Fire Department over three (3) consecutive dates, two (2) sessions per day (morning and afternoon).	<ul style="list-style-type: none"> • Provide instructional staff for the three-day curriculum delivery. • Provide all instructor and student manuals, handouts, workbooks, and student evaluations • Facilitate the six (6), four (4) hour delivery sessions. • Receive direct feedback from attendees regarding the proof of concept content. • Provide attendees with access to an electronic feedback platform to provide additional input post proof of concept. 	<ul style="list-style-type: none"> • Designate the LAFD battalion to attend the training. • Ensure each selected student instructor attends one (1) of the scheduled training sessions. • Support and encourage feedback from attendees to maximize the content of the curriculum package for delivery to the LAFD. • Provide classroom/meeting space with adequate seating and tables for the number of attendees invited. • Meeting space to include projection screen, LCD projector (or equivalent), audio and visual connectivity to laptop 	210 Days of Less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
			computer provided by FIRE, LLC. <ul style="list-style-type: none"> Meeting space to include dry erase boards with appropriate pens and minimum of two (2) easel pads with easels. 	
3.2	FIRE, LLC will provide an after-action report on the Phase III Battalion delivery within 30-days following the delivery date.	<ul style="list-style-type: none"> Assemble after action report detailing the proof of concept delivery, feedback from attendees, and recommendations on curriculum updates. Meet with LAFD point of contact to discuss the completed after action report. 	<ul style="list-style-type: none"> Provide feedback on delivered curriculum including relevant content and opportunities for enhanced content. Meet with FIRE, LLC staff to discuss the completed after action report. Approve/accept the after-action report. Authorize, if approved/accepted, updates to the curriculum. 	240 Days or less
3.3	FIRE, LLC will update all pertinent curriculum with the changes approved from the after-action report.	<ul style="list-style-type: none"> Update all curriculum packages including instructor manuals, 	<ul style="list-style-type: none"> Review/Approve/Accept Phase III curriculum updates. 	270 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD REPSONSIBILITY	DELIVERY TIMELINE (post contract award)
		<ul style="list-style-type: none"> student manuals, handouts, workbooks, and/or student evaluations as determined during the after-action review. Submit the curriculum update to LAFD point of contact for approval prior to scheduling Phase IV. 		
3.4	Schedule Phase IV Training	<ul style="list-style-type: none"> Work with LAFD point of contact to establish agreed upon dates for Phase IV Delivery 	<ul style="list-style-type: none"> Work with FIRE, LLC point of contact to establish agreed upon dates for Phase IV Delivery. 	270 Days or less

PHASE III FEE SCHEDULE

\$31,850.00 3A
\$46,472.00 3B

SERVICE	COST
Phase III - Due 30 Days within Completion of Phase III Delivery	\$31,825.00 \$78,322.00
Hourly Fee Range	\$392.00



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PHASE IV DELIVERY

NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD REPSONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
4.1	Identify Los Angeles Fire Department members to be the student instructor cadre.	<ul style="list-style-type: none"> Available to consult with LAFD point of contact on qualifications and characteristics that would complement the curriculum and provide optimum foundation for internal delivery. 	<ul style="list-style-type: none"> Identify and select the members of the LAFD that will be student instructors. 	180 Days of Less
4.2	FIRE, LLC will provide a five (5) day (8 hours per day) train-the-trainer program for the selected student instructors. The training will include comprehensive curriculum instruction, instructional techniques, and multiple hands-on instructional opportunities.	<ul style="list-style-type: none"> Provide instructional staff for the five-day train the trainer delivery. Provide all instructor and student manuals, handouts, workbooks, and student evaluations. Facilitate the five (5), eight (8) hour day delivery sessions. Receive direct feedback from student instructors regarding the curriculum delivery during the 	<ul style="list-style-type: none"> Ensure each selected student instructor attends one (1) of the Battalion delivery scheduled training sessions identified in 3.1 above. Provide internal LAFD members to receive instruction from student instructors for evaluation of student instructor candidates. 	300 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD REPSONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
	<p>Option 2: Phase IV may be subject to change as follows due to the Covid19 pandemic:</p> <p>Phase IV will be expanded to cover online training for all sworn members not trained in Phase I-Phase III. Online training, based on the final product from the previous Phases, will be provided to the entire field.</p> <p>Train the Trainer would no longer be needed. The total cost for Option 2, Expanded Phase IV, is \$52,086.00.</p>	<p>battalion chief presentation.</p> <ul style="list-style-type: none"> Provide attendees with access to an electronic feedback platform to provide additional input post proof of concept. 	<ul style="list-style-type: none"> Support and encourage feedback from attendees to maximize the content of the curriculum package for delivery to the LAFD. Provide classroom/meeting space with adequate seating and tables for the number of attendees invited. Meeting space to include projection screen, LCD projector (or equivalent), audio and visual connectivity to laptop computer provided by FIRE, LLC. Meeting space to include dry erase boards with appropriate pens and minimum of two (2) easel pads with easels. 	
4.3	FIRE, LLC will provide an after-action report on the Phase IV train the trainer	<ul style="list-style-type: none"> Assemble after action report detailing the proof 	<ul style="list-style-type: none"> Provide feedback on delivered curriculum 	330 Days or less



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	<p>delivery within 30-days following the delivery date.</p>	<p>of concept delivery, feedback from attendees, and recommendations on curriculum updates.</p> <ul style="list-style-type: none"> Meet with LAFD point of contact to discuss the completed after action report. 	<p>including relevant content and opportunities for enhanced content.</p> <ul style="list-style-type: none"> Meet with FIRE, LLC staff to discuss the completed after action report. Approve/accept the after-action report. Authorize, if approved/accepted, updates to the curriculum. 	
4.4	<p>FIRE, LLC will update all pertinent curriculum with the changes approved from the after-action report.</p>	<ul style="list-style-type: none"> Update all curriculum packages including instructor manuals, student manuals, handouts, workbooks, and/or student evaluations as determined during the after-action review. Submit the curriculum update to LAFD point of 	<ul style="list-style-type: none"> Review/Approve/Accept Phase IV curriculum updates. 	365 Days or less



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD REPONSIBILITY	DELIVERY TIMELINE <small>(post contract award)</small>
		contact for final approval/acceptance.		
4.5	Delivery of final product	<ul style="list-style-type: none"> • Deliver finalized curriculum package including instructor manual, student manual, handouts, workbooks, electronic media, and student evaluations. • Provide written permission of use of copywritten materials. • Provide link to instructor support platform. • Provide contact information for instructor support post-contract. 		365 Days or less
4.6	Curriculum Support	<ul style="list-style-type: none"> • FIRE, LLC will provide six-months of curriculum and delivery support via email and/or telephone to the LAFD point of contact. • FIRE, LLC will establish an electronic communications platform 	<ul style="list-style-type: none"> • LAFD to provide contact information for point of contact for post contract support. 	Post Contract



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NO.	WORK	FIRE, LLC RESPONSIBILITY	LAFD RESPONSIBILITY	DELIVERY TIMELINE (post contract award)
		<p>through which Student-instructors can share information amongst themselves regarding the curriculum, delivery, and feedback from LAFD members.</p> <ul style="list-style-type: none">• FIRE, LLC will have access to the platform to monitor comments and offer advice or direction based on student-instructor needs. FIRE, LLC will provide input and comment only after requested by the Los Angeles Fire Department point of contact.		



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PHASE IV FEE SCHEDULE

\$82,086.00

SERVICE	COST
Phase IV - Due 30 Days within Completion of Phase IV Delivery	Option 1 \$53,042 / Option 2 \$52,086
Hourly Fee Range	\$392.00
TOTAL PROJECT COST	Option 1 \$127,300 / Option 2 \$126,344

REVISED TOTAL PROJECT COST

\$263,700.00

ADDITIONAL HOURS FEE SCHEDULE

SERVICE	COST
* Instructor Support – Per Instructor	\$392.00/hr
*Instructor Support includes amending curriculum and/or additional segments/lesson plans as requested by LAFD Point of Contact	

ORIGINAL COST LIMIT TOTAL CONTRACT AMOUNT IS NOT TO EXCEED \$200,000.00.

