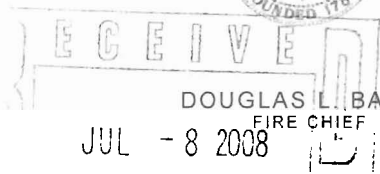


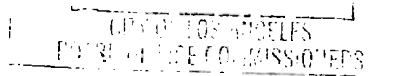
LOS ANGELES FIRE DEPARTMENT



JUL 15 2008



July 8, 2008



BOARD OF FIRE COMMISSIONERS
FILE NO. 08-100

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief **DLB**

SUBJECT: APPROVAL OF THE PARAMEDIC SERVICES AGREEMENT WITH THE
UNIVERSITY OF CALIFORNIA, CENTER FOR PREHOSPITAL CARE (UCLA)

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 Withdrawn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

RECOMMENDATIONS: That the Board:

1. Approve the attached Agreement draft with UCLA, consisting of a one-year term with two one-year options to extend, to provide Paramedic Training to a maximum of 135 Firefighters to help address Paramedic vacancies.
2. Direct the Commission Executive Assistant II to forward this Agreement to the Mayor for review and approval.
3. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached Agreement with UCLA, utilizing \$1,349,806 (tuition & expenses) spread equally over three years and allocated in Contract Account 3040-004.

SUMMARY:

The Department has projected Paramedic vacancies for the following two fiscal years: 111 for 2007/8 and 113 for 2008/9.

UCLA provides Paramedic Training lasting approximately seven months and currently charges \$9,998.56 for tuition and related expenses for each member. UCLA conducts three classes a year and is able to train 15 LAFD Firefighters per class for a total of 45 Firefighters per year. Over a three-year period, UCLA is capable of conducting nine classes and training a total of 135 Firefighters at a cost of \$1,349,806.

The proposed agreement draft has been reviewed and approved as to legal form by the City Attorney. The Risk Management Section of the CAO has reviewed the document and set insurance requirements. The Department has complied with all other City procedures, laws and policies applicable to the execution of the proposed agreement.

The proposed Agreement with a governmental entity does not require City Council review and approval per City Administrative Code, Section 373.

Fiscal Impact:

Approval of the recommendation to enter into the three-year Agreement with UCLA to train 135 Firefighters to become Paramedics will cost \$1,349,806 tuition and expenses allocated in Contract Account 3040-004.

Conclusion:

Approval of the attached proposed Agreement draft with UCLA would currently provide the most cost effective and efficient Paramedic training for 135 LAFD Firefighters to reduce the Department's Paramedic vacancies.

Board report prepared by Michael Portnoff, Management Analyst I, In-Service Training Section

Attachment

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

PARAMEDIC EDUCATIONAL SERVICES AGREEMENT NO. _____
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
THE LOS ANGELES FIRE DEPARTMENT

THIS AGREEMENT, is entered into by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Center for Prehospital Care ("UCLA"), 10990 Wilshire Blvd., Suite 1450, Los Angeles, California 90024 and the City of Los Angeles through its Fire Department, a municipal corporation and an emergency medical services provider ("LAFD"), 200 North Main Street, Los Angeles, California 90012, with reference to the following facts:

1. UCLA Center for Prehospital Care conducts education and training programs leading to certification and licensure of Emergency Medical Technician ("EMT")-Paramedics, including a full time EMT paramedic program (the "Paramedic Program") and a paramedic preparation program (the "Paramedic Preparation Program") collectively referred to as the "UCLA Programs"; and
2. LAFD desires to address the shortage of qualified licensed EMT-Paramedics in Los Angeles by assisting its employees and candidates for employment, that meets the qualifications for admission as stated in Section D (collectively, "LAFD Students"), with enrolling in the UCLA Programs.

NOW, THEREFORE, it is agreed as follows:

A. ENROLLMENT AND SCREENING

1. **Enrolling and Reserving Space for LAFD Students**
LAFD will notify UCLA in writing of the number of positions it wishes to reserve for LAFD Students in each of the UCLA Programs. UCLA will then notify LAFD in writing of the number of qualified LAFD Students it will be able to accommodate, pursuant to the final count deadlines set forth in **Exhibit A**.
2. **Screening Examinations**
In accordance with the dates set forth in the Program Schedule set forth in **Exhibit A**, UCLA will conduct entrance testing for LAFD Students who are interested in enrolling in the UCLA Programs.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

3. Final Number of LAFD Students

No later than sixty (60) days before the start date of the Paramedic Program and thirty (30) days before the start of the Paramedic Preparation Program, LAFD will notify UCLA in writing of the final number of qualified LAFD students who will be enrolling in the UCLA Programs (LAFD's "Final Count") and UCLA will reserve slots for the LAFD Students in the LAFD's Final Count.

B. RIGHTS AND RESPONSIBILITIES OF LAFD

1. Payments for Tuition and Fees

LAFD will guarantee payment of tuition and fees, at the rates set forth in **Exhibit B** for the number of LAFD Students who attend the UCLA Programs. LAFD will pay tuition for LAFD Students who are included in the Final Count, except that LAFD is not required to pay tuition if UCLA can enroll another qualified student.

2. Staffing Supervision

LAFD will provide a chief officer or captain for supervision during each of the seven didactic segments of the Paramedic Program. Upon request by UCLA, an LAFD chief officer or captain will be present whenever an LAFD Student is counseled for disciplinary or academic issues.

C. JOINT RESPONSIBILITIES

1. UCLA and LAFD agree to have quarterly meetings between their respective management staffs, at a time and place to be determined by the parties, to review the efforts and progress under this Agreement and to plan for future UCLA Program activities.

D. QUALIFICATIONS FOR ADMISSION

1. Paramedic Preparation Program

The admission requirements for all LAFD Students for the Paramedic Preparation Program, whether such students are LAFD employees or candidates for employment, are as follows:

- a. Current EMT certification; and
- b. Current Cardio Pulmonary Resuscitation ("CPR") card.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

2. Paramedic Program

- a. Admission requirements for all LAFD Students for the Paramedic Program, whether or not such students are LAFD employees or candidates for employment, are as follows:
 - i. Items set forth at Section D.1.a and Section D.1.b above;
 - ii. A completed Paramedic Student Application ("Application"). UCLA must receive the Application before the LAFD Student begins the Paramedic Program;
 - iii. Six (6) months employment as an EMT;
 - iv. Verification of high school graduation or GED;
 - v. Students must be at least eighteen (18) years of age;
 - vi. Current California Driver's License or Identification Card;
 - vii. A letter from LAFD to UCLA acknowledging that the LAFD Student is covered by worker's compensation coverage for the full duration of the Paramedic Program;
 - viii. Minimum passing scores of 61% on the Health Occupation Basic Entrance Test (HOBET) and 80% on the EMT Written Exam;
 - ix. EMT and CPR licensure. Students must maintain such licensure while enrolled in UCLA Programs;
 - x. Proof that the LAFD Student has had a physical examination and obtained medical clearance to participate in the Paramedic Program. The physical examination and clearance must take place no earlier than six (6) months before the start of the Paramedic Program;
 - xi. Proof that the LAFD Student has had the following immunizations or screenings:
 - (a) Hepatitis-B vaccination or signed refusal form,
 - (b) Measles/Mumps/Rubella (MMR),
 - (c) Varicella,
 - (d) Tetanus within the last ten (10) years, and
 - (e) Diphtheria and Tuberculosis within three (3) months of the start of the Paramedic Program;

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

- xii. All medical and application information required must be submitted at least three (3) weeks before the start of the Paramedic Program;
 - xiii. Successful completion of criminal background checks including:
 - (a) FBI, and
 - (b) Department of Justice (DOJ) (Live Scan fingerprinting process); and
 - xiv. Verification that the LAFD Student is not on the US Department of Health and Human Services Office of Inspector General (OIG) Exclusion list.
- b. LAFD Students who are candidates for employment with LAFD will also be required to successfully complete an oral interview for enrollment into the Paramedic Program.

E. TERM

1. The term of this Agreement is one year. The Agreement begins on the date the City Clerk executes the Agreement and terminates one year thereafter (the "Expiration Date"), unless terminated earlier in accordance with Section F of this Agreement. At the sole discretion of the Fire Chief, this agreement may be renewed for up to two (2) additional one (1) year terms, unless terminated by either Party as set forth herein.

F. TERMINATION

1. **Termination for Convenience**
Either Party may terminate this Agreement at any time, for convenience without cause, by providing the other Party with ninety (90) days written notice in accordance with Section P.1 below. LAFD is entitled to a full refund for UCLA Programs interrupted when UCLA terminates under this section. LAFD is not entitled to a refund of amounts that have been paid to UCLA for UCLA Programs interrupted when LAFD terminates under this section. UCLA will provide LAFD with a final invoice for sums due UCLA within thirty (30) days of the date this Agreement terminates under this section. LAFD will pay UCLA for allowable sums included in the final invoice within thirty (30) days of receipt.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

2. Termination for Breach

Either Party may terminate this Agreement for a material breach by providing the other Party with thirty (30) days written notice in accordance with Section P.1 below. If the breaching Party fails to cure the breach, the termination will be effective at the end of the thirty (30) day period (the "Effective Date of Termination").

a. Breach by LAFD

If the Agreement is terminated and LAFD is the breaching Party, LAFD is not entitled to a refund of any amounts paid by LAFD for services that have been rendered prior to and during the thirty (30) day termination period. If LAFD is the breaching Party, LAFD is responsible for paying all sums due and owing for services rendered prior to and during the thirty (30) day termination period.

b. Breach by UCLA

If the Agreement is terminated and UCLA is the breaching Party, UCLA will refund LAFD a pro rata amount of the funds LAFD paid for the UCLA Programs that were terminated due to UCLA's breach.

c. Payment of Refunds and Monies Owed

The Parties agree to properly invoice, refund and pay any monies owed within thirty (30) calendar days of the Effective Date of Termination of this Agreement.

G. PAYMENT

1. Payment for Tuition

UCLA will send an itemized invoice in triplicate to the LAFD at the beginning of each UCLA Program for the tuition and expenses due under Section B. Invoices will include contract number, billing period, description of services performed, names of students who are participating in the UCLA Programs and any other documentation or information substantiating the request for payment. LAFD will make payment within thirty (30) days of receipt of the invoice. The tuition rates for the first year of the Agreement are set forth in **Exhibit B**. Any changes to tuition rates will be provided to LAFD in writing by March 31st for the upcoming fiscal year starting July 1st.

2. All invoices from UCLA will be sent to the following address:

A. P. Fox, Deputy Chief
Los Angeles Fire Department
CHE, Room No. 1660
200 N. Main Street
Los Angeles, CA 90012

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Any payment to UCLA made pursuant to this Agreement will be made by check payable to the Regents of the University of California and mailed to:

Office Manager
UCLA Center for Prehospital Care
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

H. INDEMNIFICATION AND INSURANCE

The parties agree to provide the insurance as follows.

1. **LAFD**

LAFD at its sole cost and expense will insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- a. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence;
- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence;
- c. Professional Medical Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence;
- d. Workers' Compensation and Employers Liability Self-Insurance Program covering City's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time;
- e. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance;
- f. It should be expressly understood, however, that the coverages required under Sections H.1.a, H.1.b, and H.1.c above will not in any way limit the liability of the LAFD; and
- g. The coverages referred to under Sections H.1.a, and H.1.b above will include UCLA as an insured. Such a provision, however, will apply only in proportion to and to the extent of the negligent acts or omissions of LAFD and the City, its officers, employees and agents. LAFD and the City, upon execution of this Agreement,

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

will furnish UCLA with Certificates of Self-Insurance evidencing compliance with all requirements.

2. UCLA

UCLA at its sole cost and expense will insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- a. General Liability Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence;
- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence;
- c. Professional Medical and Hospital Liability Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence;
- d. Workers' Compensation and Employers Liability Self-Insurance Program covering UCLA's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time;
- e. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance;
- f. It should be expressly understood, however, that the coverages required under Sections H.2.a, H.2.b, and H.2.c above will not in any way limit the liability of UCLA; and
- g. The coverages referred to under Sections H.2.a and H.2.b above will include LAFD and City as an insured. Such a provision, however, applies only in proportion to and to the extent of the negligent acts or omissions of UCLA, its officers, employees and agents. UCLA, upon execution of this Agreement, will furnish LAFD with Certificates of Self-Insurance evidencing compliance with all requirements.

3. LAFD and the City agree to defend, indemnify and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense, (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

from the negligent or intentional acts or omissions of LAFD or City, its officers, employees or agents.

4. UCLA will defend, indemnify and hold harmless LAFD and City, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

I. COOPERATION IN DISPOSITION OF CLAIMS

LAFD and UCLA 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. UCLA shall be responsible for discipline of TRAINEES in accordance with UCLA'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, LAFD and UCLA 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 LAFD or UCLA 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.

J. INTERRUPTION OF SERVICE

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

terminate this Agreement upon ten (10) days prior to written notice to the other party.

K. ASSIGNMENT

Neither LAFD nor UCLA shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

L. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

M. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

N. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

O. USE OF NAME

Neither party shall use the name, insignia or trade mark of the other, including the names of The Regents of the University of California, UCLA, or the University of California, LAFD or City of Los Angeles without the prior written consent of an authorized representative of the other party.

P. STANDARD CONTRACT PROVISIONS

1. Notice

Any notice required to be given to either Party is deemed to have been given and to be effective on the date of delivery if delivered in person, or five days after mailing if mailed by first-class certified mail, postage paid, to the respective addresses given below:

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

UCLA:

Todd LeGassick
Managing Director
UCLA Center for Prehospital Care
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

With a copy to:

UCLA Medical Center Legal Affairs
10920 Wilshire Blvd., Suite 420
Los Angeles, CA 90024

LAFD:

Douglas Barry, Fire Chief
Los Angeles Fire Department
CHE, Room No. 1800
200 N. Main Street
Los Angeles, CA 90012

With a copy to:

A.P. Fox, Deputy Chief
Los Angeles Fire Department
CHE, Room No. 1660
200 N. Main Street
Los Angeles, CA 90012

2. **Construction of Provisions and Titles Herein**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the LAFD or UCLA. The word "UCLA" or "LAFD" herein and in any amendments hereto includes the party or parties identified in the Contract, wherein this Section is incorporated by reference; the singular shall include the plural; and use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

3. **Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder will comply with all applicable laws of the United States of America, the State of California, and the CITY (to the extent applicable to a governmental entity and in accordance with this Agreement as noted herein) including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract will be enforced and interpreted under the laws of the State of California. UCLA will comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract will not be affected thereby.

4. **Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph N.

5. **Independent CONTRACTOR/CONSULTANT**

This agreement is not construed as creating a partnership, joint venture, employment or agency relationship between the parties. UCLA 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 the CITY.

6. **Prohibition Against Assignment or Delegation**

Neither party may:

- a. Assign or otherwise alienate any of its rights hereunder, including the right to payment without written permission of the other party;
or
- b. Delegate, subcontract, or otherwise transfer any of its duties hereunder without written permission of the other party.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

7. **Permits**

UCLA and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for UCLA'S performance hereunder and shall pay any fees required therefore. UCLA certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

8. **Americans with Disabilities Act**

UCLA and LAFD agree to comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., (ADA) and its implementing regulations. Any subcontract entered into by UCLA, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

9. **Retention of Records, Audit and Reports**

UCLA will maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the LAFD. These records will be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records are subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during normal business hours, with reasonable notice to UCLA, during the terms of this contract or within the three years following the final payment made by the CITY hereunder or the termination date of this Contract, whichever occurs last. UCLA will provide any reports requested by the CITY regarding performance of this Contract.

10. **Separation of Church and State**

UCLA agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. UCLA further agrees that it will not perform or permit the performance of religious activities in connection with this Contract and will not discriminate against any person applying for services provided under this Contract on the basis of religion.

11. **Political Activity and Lobbying Prohibited**

None of the funds furnished by the LAFD hereunder will be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

12. No Third Party Beneficiaries

The parties intend none of the provisions contained in this Agreement, nor will they be deemed, to confer any benefit on any person not a Party to this Agreement.

13. Ratification

Because UCLA's services must be provided continuously on an ongoing basis, UCLA may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified by LAFD.

Q. CITY CONTRACTING ORDINANCES

1. Child Support Assignment Orders

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10, of the Los Angeles Administrative Code, to the extent that it does not exceed the requirements imposed by State or Federal laws regarding child support. Pursuant to this Ordinance, UCLA certifies that it will:

- a. Fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders;
- b. Fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and
- c. Maintain such compliance throughout the terms of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of UCLA to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of UCLA to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by UCLA under the terms of this Contract, subjecting this Contract to termination where such failure shall continue more than ninety (90) days after notice of such failure to UCLA by LAFD.

Any subcontract entered into by UCLA relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of UCLA to obtain compliance of its subcontractors shall constitute a default by UCLA under the terms of this Contract, subjecting this Contract to

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

termination where such failure shall continue for more than ninety (90) days after notice of such failure to UCLA by the LAFD.

UCLA shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. UCLA assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

2. **Exemptions**

UCLA has obtained the appropriate exemptions for the following Standard Contract Provisions set forth in Section Q.2 of this Agreement: Section Q.2(a) (CITY Business Tax Ordinance – Exhibit C); Section Q.2(b) (Living Wage Ordinance – Exhibit D); Section Q.2(c) (Equal Benefits Ordinance – Exhibit E); and Section Q.2(d) (Slavery Disclosure Ordinance – Exhibit F). The exemptions are attached hereto in Exhibits C through F. UCLA is exempt from the contractual obligations set forth in section Q.2 of this Agreement based on these exemptions.

a. **Current Los Angeles City Business Tax Registration Certificate**

UCLA represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, UCLA shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

b. **Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

i. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

(a) UCLA assures payment of a minimum initial wage rate to employees as defined in the LWO and as may

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

be adjusted each July 1 and provision of benefits as defined in the LWO.

- (b) UCLA further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. UCLA shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. UCLA shall deliver the executed pledges from each such subcontractor to the LAFD within ninety days of the execution of the subcontract. UCLA'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of UCLA with respect to such pledges and fully discharge the obligation of the UCLA to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.
 - (c) UCLA, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the LAFD with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. UCLA shall post the Notice of Prohibition Against Retaliation provided by the CITY.
 - (d) Any subcontract entered into by UCLA relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
 - (e) UCLA shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.
- ii. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

pursue legal remedies that may be available if the CITY determines that the subject UCLA has violated provisions of either the LWO or the SCWRO or both.

- iii. Where under the LWO Section 10.37. 6 (d), the designated administrative agency has determined:
 - (a) That UCLA is in violation of the LWO in having failed to pay some or all of the living wage, and
 - (b) That such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due UCLA in accordance with the following procedures. Impoundment shall mean that from monies due UCLA, the awarding authority may deduct the amount determined to be due and owing by UCLA to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether UCLA is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. UCLA may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

c. **Equal Benefits Ordinance**

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provision of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

- i. During the performance of the Contract, UCLA certifies and represents that UCLA will comply with the EBO. UCLA agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the LAFD, UCLA will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Office of the Bureau of Contract Administration, Equal Employment Opportunities Enforcement Section at (213) 847-1922.”

- ii. The failure of UCLA to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- iii. If UCLA fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.
- iv. Failure to comply with the EBO may be used as evidence against UCLA in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- v. If the CITY determines that UCLA has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the LAFD. Violation of this provision may be used as evidence against UCLA in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

d. **Slavery Disclosure Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. UCLA certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

R. **Number of Pages and Attachments**

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes twenty-six (26) pages that constitute the entire understanding and agreement of the parties.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated.

DATE: _____

UCLA, THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
On behalf of UCLA Center for
Prehospital Care

DATE: _____

THE CITY OF LOS ANGELES

By: _____
DOUGLAS BARRY
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM

ATTEST:

ROCKARD J. DELGADILLO
City Attorney

KAREN E. KALFAYAN
City Clerk

By: _____
JANET JACKSON
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Contract No. _____

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit A

Program Schedule

Program	September 2008	January 2009	May 2009	September 2009
<i>LAFD Request Deadline</i>	<i>April 12, 2008</i>	<i>August 15, 2008</i>	<i>December 1, 2007</i>	<i>April 8, 2009</i>
Entrance Testing	April 27-28, 2008	August 28–29, 2008	Nov. 20-21, 2008	April 23-24, 2009
Oral Interviews	June 1-15, 2008	Sept. 22 – Oct. 3, 2008	February 2-13, 2009	May 26 – June 5, 2009
Non-sponsored Student Notification	July 1, 2008	October 20, 2008	March 2, 2009	June 22, 2009
<i>LAFD Final Count Deadline</i>	<i>July 1, 2008</i>	<i>October 20, 2008</i>	<i>March 2, 2009</i>	<i>June 22, 2009</i>
<i>Mandatory Orientation (all students)</i>	<i>July 30, 2008</i>	<i>TBA</i>	<i>TBA</i>	<i>TBA</i>
Didactic Start	August 28, 2008	January 5, 2009	May 1, 2009	August 27, 2009
Didactic End	December 22, 2008	April 27, 2009	August 14, 2009	December 15, 2009
Intr to Clinical	December 23, 2008	April 27, 2008	August 18, 2009	December 18, 2009
Field Start	February 11, 2008	June 10, 2008	October 1, 2009	February 10, 2009
Graduation	TBA	TBA	TBA	TBA

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit B

Tuition and Expenses

1.	Payable to University of California Regents:	Per LAFD Student
	Paramedic Program	\$ 8,500.00
	Paramedic Preparation Program	\$ 595.00
	Textbooks - Anatomy & Physiology, Prehospital Trauma Life Support, ECGs Made Easy, Drug Handbook, Paramedic Textbook Volumes 2, 5 (Volumes 1 & 3 included in the Paramedic Prep. Program)	\$ 249.14
	National Registry Test Site Fee	\$ 225.00
	Workbooks - Paramedic Workbook Volumes 1, 2, 3 and 5, Electrocardiogram Handbook, Anatomy & Physiology	\$ 127.42
	National Registry Test Voucher Fee	\$ 110.00
	Lab Fees - Includes required lab coats only and FISDAP access fee (hospital and internship tracking)	\$ 132.00
	Entrance Exam Fee	\$ 35.00
	Entrance Exam Retest Fee	\$ 25.00
	TOTAL	\$ 9,998.56

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit C

Page 1

Business Tax Exemption

EXHIBIT A

CITY OF LOS ANGELES TENANTS AND CONTRACTORS TAX REGISTRATION APPLICATION

In order to comply with the required tax registration procedures, please complete the following information:

LEGAL NAME OF OWNER: The Regents of the University of California on behalf of the UCLA Center for Prehospital Care

BUSINESS NAME: The Regents of the University of California on behalf of the UCLA Center for Prehospital care
(Individual, Partnership, or Corporation)
(DBA or Fictitious Name of Business)

BUSINESS ADDRESS: 10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024
(Do Not Use a P.O. Box) ☐ Residential

MAILING ADDRESS: 10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024
☐ Non-residential

C/O: Todd LeGassick

DESCRIPTION OF BUSINESS: University of California

BUSINESS START DATE WITHIN THE CITY OF LOS ANGELES: _____
MONTH DAY YEAR

*EXPIRATION DATE OF CONTRACT/LEASE: _____
Month/Day/Year

**Please provide the current or pending expiration date of your contract or lease.
If unavailable, provide the date when the contract or lease is executed.*

Please circle the exhibit(s) you are submitting with EXHIBIT A:

B C D E F G H I J K

SOCIAL SECURITY NUMBER (SSN), if there
ARE NO business related employees:

FEDERAL EMPLOYER IDENTIFICATION
NUMBER (FEIN), if there ARE business related
employees:

OR

956006143W

SSN

FEIN

NOTE: SSN/FEIN is confidential, not part of the public record.

Print Name: J. Thomas Rosenthal

Signature: [Signature] Title: Assoc. Vice Chancellor

Daytime Telephone: (310) 825-4686 Date: 12/20/07

Return this application and the applicable exhibits to the Office of Finance, Tax Exemption Unit, 200 N. Spring St, Room 101, Los Angeles, California 90012.

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit C

Page 2

Business Tax Exemption

EXHIBIT I

CERTIFICATION OF EXEMPTION CONSTITUTIONAL/GOVERNMENTAL EXEMPTION

The following entities are exempted from paying Business Taxes by the Constitution of the United States, the Constitution of the State of California or the Los Angeles Municipal Code:

1. Banks
2. Insurers - Insurance related activities which "In Lieu" taxes are paid to the State of California
3. Foreign governments - Agencies exempt from Domestic Taxation by Treaty, International Law or Custom
4. United States Government and Agencies
5. State of California
6. University of California
7. California State Universities and Colleges
8. Community Redevelopment Agency of the City of Los Angeles
9. Housing Authority of the City of Los Angeles
10. County of Los Angeles
11. Los Angeles Convention and Exhibition Center
12. Los Angeles Memorial Coliseum Commission
13. Districts and Political Subdivisions under the Laws of the State of California (such as):
 - a. Los Angeles Unified School District
 - b. Los Angeles Community College District
 - c. Los Angeles County Flood Control District
 - d. Metropolitan Water District
 - e. Metropolitan Transit Authority
 - f. Mosquito Abatement Districts
 - g. Wilmington Cemetery District
 - h. Sanitation Districts

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge I/we are one of the entities described above and are exempted from paying the City of Los Angeles Business Tax.

The Regents of the University of California on
behalf of the UCLA Center for Prehospital Care

Name of Agency

University of California

Nature of Business/Type of Agency

10990 Wilshire Blvd., Suite 1450, Los Angeles, CA 90024

Address

J. Thomas Rosenthal

(310) 825-4686

Printed Name of Authorized Representative or Agent

Phone Number

Signature

Assoc. Vice Chancellor

Title

PLEASE RETURN THIS FORM TO THE DEPARTMENT TO WHICH YOU ARE PROVIDING SERVICES
AND A COPY TO THE OFFICE OF FINANCE, 200 N. SPRING ST, RM. 101, LOS ANGELES,
CALIFORNIA 90012, MAIL STOP 170 - ATTN: TAX EXEMPTION UNIT.

(Revised 10/05)

C:ia/cr

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit D

Living Wage Ordinance Exemption

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 – Fax: (213) 847-2777

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION
Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: Fire Department Contract # (if any): (213) 978-3461
Name of Department Contact: Bill Jones Department Phone: (213) 978-3461
CONTRACT AMOUNT: \$ 0 START DATE: Upon Execution END DATE: 3 years after execution
Purpose/ Service Provided: Affiliation for the professional development of paramedic students as required by State licensing board

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- ☐ Collective Bargaining Agreements (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.
Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.
- ☐ Occupational License (LAAC 10.37.1(f)): Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

- ☒ Other - Cite the LWO code section: LAAC 10.37.1(g) - UC Regents is constitutionally exempt (State of California)

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory	Signature	Title	Date
Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.			

Approved / Not Approved – Reason: _____	By OCC Analyst: _____	Date: _____
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UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit E

Equal Benefits Ordinance Exemption

DEC-12-2007 10:31 FROM: LOS ANGELES FIRE DEP 12134858478

TO: 98472777

P: 2/4

07 DEC 13 PM 3:25

EBO WAIVER

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE AWARDING AUTHORITY REQUEST FOR WAIVER

The Regents of the University of California on behalf
the UCLA Center for Prehospital Care

Company Name: _____ Phone: (310) 312-9303
Company Address: 10990 Wilshire Blvd., Suite 1450
City: Los Angeles State: CA Zip: 90024
Contract Number (if any): Determined after execution of agreement
Contract Term - Start Date: _____ Date of Execution _____ End Date: 3 years from Date of Execution
Contract Amount: No Cost
Type of Service: Paramedic training internships toward State of California licensing requirements

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.
Los Angeles Administrative Code, Section 10.8.2.(i)(1)(e)

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: Bill Jones Title: Sr. Management Analyst II
Department: Fire Department Phone: (213) 978-3461
Signature: William Jones (mp) Date: 11/09/07

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY

☒ Not Approved. (See attached memorandum for explanation.)

Approved based on code section(s): LAAC Section 10.8.2(i)(1)(e) - Public Entity
Analyst: Sophy Tany Date: 12/18/07

Form OCC/EBO-4 (Rev. 06/06)

UCLA-LAFD PARAMEDIC EDUCATIONAL SERVICES AGREEMENT

Exhibit F

Slavery Disclosure Ordinance Exemption

SDO EXEMPTION

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

Section 1: Awarding Department

Name of contact person: William Jones Title: Sr. Management Analyst II
Department: Fire Phone: 213-978-3461
Signature: _____ Date: December 6, 2007

of California on behalf of the UCLA Center for Prehospital Care

Section 2: Contractor and Contract Information

Company Name: The Regents of the University Federal ID #: 956006143W
Company Address: 10990 Wilshire Blvd, Suite 1450
City: Los Angeles State: CA Zip: 90024
Purpose: _____ Contract # (if any): _____
Start Date: _____ End Date: _____ Amount: _____

Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.

☐ The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

☐ The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY

Approved: _____ Not Approved. (See attached memorandum.)
OCC Analyst: _____ Date: _____

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

☐ Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

☐ Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

☐ Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

☒ Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

☐ Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

☐ Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

☐ Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

☐ Contracts entered into pursuant to Charter Section 371(e)(7).

Form OCC/SDO-2 (06/06)