

LOS ANGELES FIRE DEPARTMENT



DEC 2 2008

DOUGLAS L. BARRY
FIRE CHIEF

November 20, 2008

BOARD OF FIRE COMMISSIONERS
FILE NO. 08-179

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief

SUBJECT: RENEWAL OF THE AFFILIATION AGREEMENT WITH
THE EL CAMINO COMMUNITY COLLEGE DISTRICT

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 Withdrawn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 proposed three (3)-year term Affiliation Agreement draft with the El Camino Community College District (El Camino) Paramedic Education Program in which the Department agrees to provide field internship training to El Camino students enrolled in the El Camino Emergency Medical Technician-Paramedic (EMT-P) training program.
2. Direct the Commission Executive II to forward this Agreement draft to the Mayor for review and approval, in accordance with Executive Directive Number 3.
3. Subject to the approval of the Mayor, authorize the Fire chief to execute the attached Agreement draft with El Camino.

Summary:

The Department seeks renewal of its Affiliation Agreement with the El Camino EMT-P training program.

The original Agreement took effect May 12, 2006 and has a three-year term. A successor Agreement with a three-year term is hereby attached. Pursuant to this Agreement, the Department is a pre-hospital care provider that provides required field internship training to El Camino students enrolled in the College's EMT-P training program.

Administration of this Agreement is revenue neutral, as on-duty Department Paramedics will supervise the training of the students in the field. The Emergency Medical Services (EMS) Liaison Officer, assigned to the Bureau of Emergency Services, will coordinate assignments and provide liaison with El Camino.

Three accredited institutions provide EMT-P training in Los Angeles County: UCLA/Daniel Freeman Memorial Hospital, Mount San Antonio Community College District and El Camino/Paramedic Training Institute (PTI).

National EMT-P training accreditation standards enacted in 2004 require a written affiliation agreement between the academic institution and the pre-hospital care provider. The State of California EMS Authority requires as part of EMT-P training, that trainees must complete a 480-hour field internship with a primary 911-service provider.

The Department is the largest approved pre-hospital care provider in Los Angeles County and has recognized a special long-term obligation to support EMT-P training in the region. The LAFD currently provides on an annual basis, 60 internships to UCLA students, 60 internships to El Camino/PTI students and 18 internships to Mt. SAC students. The Department has provided field internships to PTI for 35 years, Daniel Freeman Memorial Hospital for 27 years and Mt. SAC for 16 years.

The Department has an interest in supporting EMT-P training programs, which creates a larger pool of regionally trained Paramedics available for Department recruitment.

The number of field internships available to El Camino students is based on the availability of internship assignments on Department paramedic rescue ambulance resources.

The proposed Affiliation 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 and the Department has complied with all other City procedures, laws and policies applicable to the execution of the proposed Affiliation Agreement. This proposed Affiliation Agreement with a governmental entity does not need City Council review and approval per City Charter Section 373.

Fiscal Impact:

As previously noted, the administration of this proposed Agreement is revenue neutral as on-duty Department Firefighter/Paramedics will supervise the training of El Camino students in the field.

Conclusion:

Approval of the proposed Affiliation Agreement will renew the compliance of El Camino's EMT-P training program with national EMT-P training accreditation standards at no additional cost to the City of Los Angeles. Additionally, approval will maintain a larger pool of regionally trained Paramedics available for Department recruitment.

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

Attachment

DRAFT

AFFILIATION AGREEMENT NO. _____
BETWEEN
THE EL CAMINO COMMUNITY COLLEGE DISTRICT
AND THE
LOS ANGELES FIRE DEPARTMENT

THIS AGREEMENT is entered into by and between the El Camino Community College District, on behalf of the El Camino College-Hospital Paramedic Education Program ("El Camino") and the City of Los Angeles ("CITY"), a municipal corporation, by and through its Fire Department ("LAFD"), an emergency medical services provider, with reference to the following facts:

1. El Camino conducts training and instruction programs for students leading to certification and licensure as Emergency Medical Technician ("EMT")-Paramedics (collectively referred to as "TRAINEES") and desires access to opportunities in which TRAINEES can obtain broader clinical learning experiences; and
2. Licensing and certification rules and regulations for EMT-Paramedics as established by the California Code of Regulations (CCR), Title 22, requires TRAINEES to complete a course of study that includes a clinical experience in a field internship setting; and
3. Such training requires a 480-hour internship for TRAINEES to obtain broader clinical learning experiences in a location providing primary 9-1-1 service; and
4. LAFD maintains facilities which can be used to furnish clinical experience to TRAINEES and is an approved emergency medical services provider, and LAFD desires to have their facilities used as a Field Internship site; and
5. LAFD has personnel that it wishes to have trained at El Camino and reserves POSITIONS as necessary, if available, in El Camino's paramedic-training program; and

NOW, THEREFORE, it is agreed as follows:

A. RESPONSIBILITIES OF EL CAMINO

EL CAMINO agrees that it will:

1. Establish the educational goals and objectives of the TRAINEES' education program in a manner consistent with the standards and requirements established by the applicable law, including but not limited to 22 CCR § 100148 et. seq. and the standards of applicable regulatory agencies.
2. Designate a member of El Camino's staff to provide coordination, oversight and direction of TRAINEE'S educational activities and assignments during the field internship with LAFD. Such person shall be the Training Coordinator and shall also act as liaison with LAFD.

DRAFT

3. Ensure that each TRAINEE has a pre-assignment health assessment, which includes a history of immunizations, proof of a Hepatitis B vaccination or immunization, proof of a Measles Mumps and Rubella vaccination, and proof of a negative Tuberculosis test.
4. Educate TRAINEES regarding compliance with all required OSHA Regulations including, but not limited to, Blood borne Pathogen Standards. Additionally, provide TRAINEES the necessary education and training to ensure TRAINEES' compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
5. Furnish each TRAINEE with a clinical experience manual or materials that describe the goals, policies, and procedures of the El Camino training program. LAFD shall have the opportunity to review and comment on these materials before they are furnished to the TRAINEE.
6. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES including, where appropriate, input from LAFD.
7. Maintain records and reports concerning the education of TRAINEES, which shall include the TRAINEES' licensure/certification, pre-assignment health assessment record, and history of immunizations.
8. Require assigned TRAINEES to comply with LAFD's applicable policies, procedures and guidelines, applicable state and federal laws, including those concerning the confidentiality of patient care and patient care records as required by HIPAA.
9. Require TRAINEES to have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.
10. Inform LAFD and its Program Coordinator immediately upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
11. Inform LAFD and its Program Coordinator within five business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
12. Inform LAFD and its Program Coordinator prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.

B. RESPONSIBILITIES OF LAFD

LAFD agrees that it will:

1. To the extent that staff and equipment are available, LAFD will meet the educational goals and objectives of El Camino in a manner consistent with the standards and requirements established by El Camino and the applicable law, including but not limited to sections 22 CCR § 100148 and 22 CCR § 100149. If LAFD cannot meet the goals and objectives, LAFD will notify El Camino and work with El Camino on a mutually agreeable resolution.
2. Assign each TRAINEE a preceptor with appropriate training and experience to supervise the TRAINEE during each clinical assignment. A preceptor is a State and Los Angeles County licensed Paramedic certified by the Los Angeles County Department of Health Services to instruct Paramedic Trainees in the field. The preceptor will monitor the TRAINEE'S progress and evaluate the TRAINEE at the end of each shift on forms provided by El Camino.
3. Designate, after consultation with El Camino, a person to coordinate TRAINEES' schedules and activities while working with LAFD. Such person shall be the Program Coordinator and shall act as liaison with El Camino. The name of LAFD'S Program Coordinator shall be provided to El Camino's Program Director.
4. Implement schedules for TRAINEES in conjunction with the Training Coordinator and in accordance with El Camino's educational goals and objectives. LAFD shall determine the number of TRAINEES permitted to rotate through the field internship. LAFD ensures that TRAINEES are provided appropriate supervision. TRAINEES will not be used to replace staff of LAFD, and LAFD is ultimately responsible for patient care.
5. Provide each TRAINEE with a brief orientation of the clinical area where TRAINEE will be working, and information about LAFD'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.
6. Provide instruction in LAFD'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in LAFD'S protocols for on-the-job injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.
7. Provide first-aid to paramedic TRAINEES needing such care, but is not obligated to furnish any other medical or surgical services to any TRAINEE.

DRAFT

In accordance with applicable laws and El Camino policies, the LAFD may, upon request, require that the El Camino or TRAINEE'S employer clear any TRAINEE returning from an absence caused by illness or injury.

8. Provide access to LAFD'S applicable reference materials.
9. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations, and DHS requirements. LAFD shall notify El Camino within five days of receipt of notice that LAFD is not in compliance with any such laws, regulations, or DHS requirements.
10. Permit inspection of its clinical and related facilities by El Camino and its Program Director or other Program faculty and staff to evaluate TRAINEE performance.
11. Inform El Camino and its Program Training Coordinator upon initiation of an investigation into the conduct of a TRAINEE related to service performed under this agreement.
12. Inform El Camino and its Training Coordinator within five business days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE.
13. Inform El Camino prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.
14. The LAFD retains ultimate control and responsibility for supervision of patient care.
15. LAFD may, at any time, recommend the discontinuance of the assignment of a particular TRAINEE. El Camino will make every effort to promptly comply with such request. If El Camino disagrees with LAFD'S request to discontinue a particular TRAINEE'S assignment, the TRAINEE shall not participate at LAFD'S location until El Camino and LAFD representatives have met to discuss LAFD'S request and the basis therefore.

C. DISCRIMINATION-PROHIBITION

El Camino and LAFD agree not to discriminate in the selection, acceptance, or evaluation of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law.

D. TERM

The term of this Agreement shall become effective upon execution of this Agreement by all parties hereto, and will expire thirty-six (36) months thereafter, unless terminated or extended earlier by either party in accordance with this Agreement.

E. TERMINATION

This Agreement may be terminated with or without cause at any time by either party upon (30) days prior written notice to the other party or upon completion of the TRAINEES' clinical assignment, whichever is greater.

F. 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 a, b, and c above will not in any way limit the liability of the LAFD.

g. The coverages referred to under section a and b above will include El Camino 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

DRAFT

execution of this Agreement, will furnish El Camino with Certificates of Self-Insurance evidencing compliance with all requirements.

2. EL CAMINO

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

a. General Liability Insurance or Self-Insurance with a limit of five million dollars (\$5,000,000) per occurrence.

b. Business Automobile Liability Insurance or 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 Insurance or Self-Insurance Program with limits of five million dollars (\$5,000,000) per occurrence.

d. Workers' Compensation and Employers Liability Insurance or Self-Insurance Program covering EL CAMINO'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 a, b, and c above will not in any way limit the liability of EL CAMINO.

g. The coverages referred to under section a and 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 EL CAMINO, its officers, employees and agents. EL CAMINO, upon execution of this Agreement, will furnish LAFD with Certificates of Insurance or Self-Insurance evidencing compliance with all requirements.

3. LAFD and the City agree to defend, indemnify and hold harmless EL CAMINO, 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 LAFD or City, its officers, employees or agents.

4. EL CAMINO 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 EL CAMINO, its officers, employees or agents.

G. COOPERATION IN DISPOSITION OF CLAIMS

LAFD and EL CAMINO 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. EL CAMINO shall be responsible for discipline of TRAINEES in accordance with EL CAMINO'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 EL CAMINO 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 EL CAMINO 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.

H. PATIENT RECORDS

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

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

J. ASSIGNMENT

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

K. 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.

L. 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.

M. MODIFICATIONS AND AMENDMENTS

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

N. USE OF NAME

Neither party shall use the name, insignia or trade mark of the other, including EL CAMINO, LAFD or City of Los Angeles without the prior written consent of an authorized representative of the other party.

O. 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:

DRAFT

EL CAMINO:

Doctor Stephanie Rodriguez, Dean
Division of Industry and Technology
El Camino College
16007 Crenshaw Boulevard
Torrance, CA 90506

LAFD:

Douglas L. 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 EL CAMINO. The word "EL CAMINO" 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.
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. EL CAMINO 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 M.
5. **Independent CONTRACTOR/CONSULTANT.** This agreement is not construed as creating a partnership, joint venture, employment or agency relationship between the parties. EL CAMINO 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.
7. **Permits.** EL CAMINO and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for EL CAMINO's performance hereunder and shall pay any fees required therefore. EL CAMINO 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.** EL CAMINO 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 EL CAMINO, 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.** EL CAMINO 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

DRAFT

personnel or by the CITY'S representative at any time during normal business hours, with reasonable notice to EL CAMINO, 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. EL CAMINO will provide any reports requested by the CITY regarding performance of this Contract.

10. **Separation of Church and State.** EL CAMINO agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. EL CAMINO 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.
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 EL CAMINO'S services must be provided continuously on an ongoing basis, EL CAMINO 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.

P. **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, EL CAMINO 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

DRAFT

- c. Maintain such compliance throughout the terms of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of EL CAMINO 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 EL CAMINO to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by EL CAMINO 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 EL CAMINO by LAFD.

Any subcontract entered into by EL CAMINO 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 EL CAMINO to obtain compliance of its subcontractors shall constitute a default by EL CAMINO under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to EL CAMINO by the LAFD.

EL CAMINO shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. EL CAMINO 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.** EL CAMINO has obtained the appropriate exemptions for the following Standard Contract Provisions under Section O of this Agreement, and that accordingly, EL CAMINO is exempt from the contractual obligations set forth in those sections: Section 8 (CITY Business Tax Ordinance – Exhibit A; Section 10 (Living Wage Ordinance – Exhibit B); Section 14 (Equal Benefits Ordinance – Exhibit C); and Section 15 (Slavery Disclosure Ordinance – Exhibit D).

- a. **Current Los Angeles City Business Tax Registration Certificate.** EL CAMINO 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, EL CAMINO will maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificates 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) EL CAMINO assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
- (b) EL CAMINO further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. EL CAMINO 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. EL CAMINO shall deliver the executed pledges from each such subcontractor to the LAFD within ninety days of the execution of the subcontract. EL CAMINO'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of EL CAMINO with respect to such pledges and fully discharge the obligation of EL CAMINO to comply with the provision in the LWO contained in Section 10.37.6c concerning compliance with such federal law.
- (c) EL CAMINO, 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. EL CAMINO shall post the Notice of Prohibition Against Retaliation provided by the CITY.

DRAFT

- (d) Any subcontract entered into by EL CAMINO 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) EL CAMINO 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 pursue legal remedies that may be available if the CITY determines that the subject EL CAMINO 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 EL CAMINO 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 EL CAMINO in accordance with the following procedures. Impoundment shall mean that from monies due EL CAMINO, the awarding authority may deduct the amount determined to be due and owing by EL CAMINO 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 EL CAMINO is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. EL CAMINO 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

DRAFT

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:

- i. During the performance of the Contract, EL CAMINO certifies and represents that EL CAMINO will comply with the EBO. EL CAMINO 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, EL CAMINO 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 EL CAMINO to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- iii. If EL CAMINO 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 the Contract 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 EL CAMINO 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 EL CAMINO 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 EL CAMINO in actions taken pursuant to the

DRAFT

provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

- 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. EL CAMINO 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.

- Q. **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 seventeen (17) pages that constitute the entire understanding and agreement of the parties.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

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

DATE: _____

EL CAMINO COLLEGE

By: _____
ROCKY BONURA, Director
Business Services

DATE: _____

THE CITY OF LOS ANGELES

By: _____
DOUGLAS L. BARRY
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO, City Attorney

KAREN E. KALFAYAN, City Clerk

By: _____
LAUREL L. LIGHTNER
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Contract No. _____