



County of Los Angeles  
 Military and Veterans Affairs  
 1816 S. Figueroa Street  
 Los Angeles, California 90015  
 877- 4 - LAVETS  
 mva.lacounty.gov



**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

April 05, 2016

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 500 West Temple Street  
 Los Angeles, California 90012

30 April 5, 2016

LORI GLASGOW  
 EXECUTIVE OFFICER

Dear Supervisors:

**AFFILIATION AGREEMENT BETWEEN THE  
 REGIONAL CHAMBER OF COMMERCE - SAN GABRIEL VALLEY AND THE  
 DEPARTMENT OF MILITARY AND VETERAN AFFAIRS  
 (FOURTH SUPERVISORIAL DISTRICT) (3 VOTES)**

**SUBJECT**

The Department of Military and Veteran Affairs of Los Angeles County (MVA) is requesting approval to enter into an Affiliation Agreement (Agreement) with the Regional Chamber of Commerce - San Gabriel Valley for the Military Banner Program (Program). The Regional Chamber of Commerce - San Gabriel Valley (Chamber) will work jointly with MVA to display military recognition banners to honor our active duty military residents in the unincorporated communities of Hacienda Heights, Rowland Heights and Whittier. The Military Banner Program is a necessary component of MVA in order to fulfill the Department’s mission; we serve those who serve.

**IT IS RECOMMENDED THAT THE BOARD:**

- 1) Authorize the Director of MVA, or her designee, to execute the attached Affiliation Agreement with Chamber for the administration of the Military Banner Program. The Affiliation Agreement will be for a term of one year with the County's option to extend for up to four additional one-year terms.
- 2) Authorize MVA to reimburse Chamber for costs incurred by Chamber during the preparation, display, and removal of the military recognition banners. The amount reimbursed to Chamber will not exceed \$42,500 per year.

3) Authorize the Director of MVA, or her designee, to execute amendments to the Affiliation Agreement with Chamber as necessary for the administration of the Military Banner Program and to extend the Affiliation Agreement if adequate funding is identified to continue the program for additional years.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Chamber is a resource to hundreds of businesses to serve the San Gabriel Valley. The Chamber promotes, strengthens, and supports these business members for the benefit of the local economy and helps facilitate professional connections by providing networking opportunities that support long term business relationships. The Chamber has partnered with the Fourth Supervisorial District Office of Supervisor Don Knabe for the past eight years to recognize local military personnel currently serving in active duty with the Military Banner Recognition Program.

This Affiliation Agreement will allow Chamber and MVA to work together to continue displaying military recognition banners for local military service personnel who are on active duty. The display of banners would be under the direct supervision of MVA staff.

### **Implementation of Strategic Plan Goals**

Approval of the recommended Agreement is consistent with Los Angeles County Strategic Plan Goals in the area of Operational Effectiveness/Fiscal Sustainability (Goal 1), to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

The total estimated annual costs for administrative service and coordination of the installation of approximately 90 banners of Chamber is \$30,000.00 for calendar year 2016. In addition, an estimated reimbursable amount of \$12,500 to Chamber will be allocated for the purchase and replacement of banners to be installed. The estimated target date for completion is Memorial Day and Veteran's Day 2016.

The cost will be 100% funded through the Fourth Supervisorial District office. There is no net county cost impact associated with the program.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Affiliation Agreement will be effective upon execution by the Director of MVA or her designee and Chamber. The initial agreement term shall be for a period of one year with the County option to extend for five one-year extensions. Either party shall have the option of terminating this agreement upon giving the other party a thirty (30) day written notice of such termination.

County Counsel has approved the Agreement as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

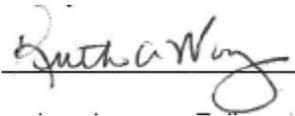
The approval of this Agreement would not have any significant impact on MVA's operations; However MVA will provide oversight of program for efficacy, effectiveness and payment to display the military recognition banners in order to honor those who have served.

**CONCLUSION**

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Department of Military and Veteran Affairs of Los Angeles County  
Ruth Wong, Director  
1816 S. Figueroa Street  
Los Angeles, CA 90015

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Ruth A. Wong", is written over a horizontal line.

RUTH A. WONG

Acting Director

RAW:JGB:cml

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

**AFFILIATION AGREEMENT  
BETWEEN  
THE REGIONAL CHAMBER OF COMMERCE - SAN GABRIEL VALLEY  
AND  
THE DEPARTMENT OF MILITARY AND VETERAN AFFAIRS OF LOS ANGELES COUNTY**

THIS AFFILIATION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Regional CHAMBER of Commerce - San Gabriel Valley ("CHAMBER") and the Department of Military and Veteran Affairs of Los Angeles County, ("AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, the Military Recognition Banner Program (Program) in the unincorporated communities of Hacienda Heights, Rowland Heights and Whittier was established in 2007 by the Fourth Supervisorial District office; and

WHEREAS, the Program recognizes approximately 400 dedicated members of our military personnel in partnership with CHAMBER to honor our active duty military residents of those communities; and

WHEREAS, the banners are to remain up while the military service personnel are on active duty and removed once the service personnel is no longer active; and

WHEREAS, the CHAMBER will administer the Program in the above unincorporated communities for the Department of Military and Veterans Affairs beginning in calendar year 2016.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

- I. RESPONSIBILITIES OF CHAMBER. CHAMBER agrees that it shall:
  - A. Provide the following administrative services:
    - 1. Serve as Primary Point of Contact for the Program
    - 2. Take requests from the community for the installation of new banners to honor active members of the military.
    - 3. Identify vendors necessary to carry out the needs of the Program
    - 4. Oversee the procurement of banners, installation, and service calls
    - 5. Survey and identify existing and potential display poles in all three unincorporated communities
    - 6. Acquire any necessary permits with the Department of Public Works

7. Notify the Fourth Supervisorial District Office of new permit fees to be paid directly by the Board Office.
8. Confirm through the U.S. Department of Veterans Affairs the military status of the military service personnel to be honored through the Program.
9. Remove the banners as necessary and return to the requestor, service member or their family.
10. Conduct monthly inspections of the condition of each banner and coordinate replacement of damaged banners.
11. Collect proof of general liability insurance and worker's compensation insurance from all vendors, including those installing and removing the banners.
12. Coordinate annual inspections by DPW of installed banners.
13. Keep records of new and existing permits
14. Coordinate 24-hour responses to damaged banners with banner installer.
15. Maintain and track inventory of all banners by permit number.
16. Coordinate the installation of all new banners over the Memorial Day and Veteran's Day holidays.
17. Coordinate with DPW the removal of all banners for maintenance of poles.
18. Proof and approve each banner prior to install.

B. Track the Program as follows:

1. Maintain records for :
  - i. Banner requests
  - ii. Poles by Unincorporated Community
    - a. Location
    - b. Inventory
    - c. Availability
  - iii. Permits
    - a. BOS D4 to continue to coordinate with DPW payment of permits.

C. Reporting of the CHAMBER to AFFILIATE:

1. Report:
  - i. New banner requests
  - ii. Suggestions and Complaints received
  - iii. Monthly assessment of existing banners

D. Removal of Banners

1. CHAMBER will remove all banners at the request of AFFILIATE at no additional cost.

E. Payment

1. CHAMBER will submit quarterly invoices for administrative services and costs associated with the program, including but not limited to installation, maintenance, and removal of the banners. The invoices shall be subject to the following limits:
  - i. A maximum of \$30,000 annually shall be invoiced for administrative services associated with the CHAMBER during calendar year 2016; and
  - ii. A maximum of \$12,500 shall be invoiced annually for the procurement, installation and incidental costs associated with the banners.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees it shall:

AFFILIATE will provide CHAMBER oversight and funding to include:

During calendar year 2016, AFFILIATE will pay CHAMBER up to \$42,500 in response to quarterly invoices for costs associated with the program. Payments will be limited no more than \$30,000 for administrative services and \$12,500 for the procurement, installation, and incidental costs associated with the Military Recognition Banners.

III. TERM.

A. This Agreement shall be effective \_\_\_\_\_, 2016, for a term of one year.

B. AFFILIATE shall have the sole option to extend the agreement for four additional one-year terms if funding for additional years is identified. AFFILIATE will exercise each option to extend by preparing a written amendment to extend in advance of expiration. Each amendment to extend will identify the amount of funding for the program during the upcoming year.

IV. TERMINATION.

Notwithstanding any other provision to the contrary, this Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' prior written notice to the other party.

V. INSURANCE.

A. Without limiting their respective indemnification obligations herein, both AFFILIATE and CHAMBER, each at its respective and sole cost and expense, shall insure or self-insure its own liabilities in connection with this Agreement. Such insurance or self-insurance shall remain in effect throughout the term of the Agreement and shall include:

1. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the extended reporting (tail) coverage shall be obtained for the remainder of the five (5) year period.
2. Commercial General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
3. Workers' Compensation Insurance satisfying statutory requirements and including Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident.
4. Business Automobile Liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

VI. INDEMNIFICATION.

A. AFFILIATE shall defend, indemnify and hold CHAMBER, its officers, employees, and agents harmless 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 AFFILIATE, its officers, employees, or agents.

- B. CHAMBER shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from 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 CHAMBER, its, officers, employees, or agents.

VIII. COOPERATION IN DISPOSITION OF AUDITS, ACTIONS, AND CLAIMS.

AFFILIATE and CHAMBER 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 CHAMBER. 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.

To the extent allowed by law, AFFILIATE and CHAMBER 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 AFFILIATE or CHAMBER to disclose any peer review documents, records, or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to California Code of Civil Procedure section 1280, et seq. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure section 1285 and 1294.2.

X. 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' prior written notice to the other party.

XI. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

II. ASSIGNMENT.

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

XIII. 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 constructed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this 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.

XIV. 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.

XV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and CHAMBER agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVI. USE OF NAME.

Neither party shall use the name of the other without the prior written consent of an authorized representative of the other party.

XVII. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral, or written, and all other communications between the parties relating to such subject matter.

XVIII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XIX. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO CHAMBER:           Anthony Duarte, Director  
                              Regional Chamber of Commerce – San Gabriel Valley  
                              1722 Desire Avenue, Suite 207  
                              Rowland Heights, Ca 91748

TO AFFILIATE:       Jaime Gomez-Beltran, Operations Manager  
                              Department of Military and Veteran Affairs  
                              1816 South Figueroa Street  
                              Los Angeles, Ca 90015

The parties have executed this Agreement as set forth below.

**CHAMBER**

**AFFILIATE**

**REGIONAL CHAMBER OF COMMERCE -  
SAN GABRIEL VALLEY**

**DEPARTMENT OF MILITARY AND  
VETERAN AFFAIRS**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_