



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

January 16, 2018

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

Dear Supervisors:

**FIRE & LIFE SAFETY SERVICE AGREEMENT BETWEEN THE CHARGERS FOOTBALL  
COMPANY, LLC AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY  
(2ND DISTRICT) (3 VOTES)**

**SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into a Fire & Life Safety Service Agreement (Agreement) with the Chargers Football Company, LLC (Chargers) for the District to provide augmented staffing responsible for fire and life safety services at Chargers home football games each National Football League (NFL) season, which are currently held at the Stubhub Center located in the City of Carson. All costs associated with augmented District staffing would be reimbursed by the Chargers.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Fire Chief, or his designee, to sign the attached Fire & Life Safety Service Agreement between the Chargers and the District for augmented District staffing of fire and life safety personnel at Chargers home football games each NFL season.
2. Authorize the Fire Chief, or his designee, to enter into a Memorandum of Understanding (MOU) with the Chargers that sets forth District staffing levels and the amount of reimbursement to the District by the Chargers for home football games each NFL season.

3. Delegate authority to the Fire Chief, or his designee, to enter into similar agreements and related documents with other agencies or entities involving augmented fire and/or life safety staffing needs for special events, given that such agreements are reviewed and approved as to form by County Counsel.
4. Find that the Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

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

Beginning in the 2017 NFL season, the Chargers began hosting home football games at the Stubhub Center located in the City of Carson, which are attended by large congregations of people. The Chargers have requested to enter into the Agreement for the provision of District personnel to provide fire and life safety staffing for their home football games. The Agreement enables the District to receive cost recovery from the Chargers for the augmented District staffing that is over and above the staffing level ordinarily provided by the District in the City of Carson.

The Agreement also authorizes the District and the Chargers to enter into an MOU each year in order to detail the level of District staffing and the amount of compensation for such services based on District staffing costs for each new football season.

This Agreement is being requested by the Chargers to confirm the District's staffing needs on an annual basis. In the interim, the District has been working with the Chargers on a per-game basis for staffing and reimbursement needs.

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

Approval of the recommended actions is consistent with the County's Strategic Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The attached Agreement authorizes the District to provide augmented staffing at Chargers home football games with full reimbursement of costs incurred by the District in providing this augmented staffing. There is no impact to net County cost.

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

The Agreement authorizes the Fire Chief, or his designee, to develop appropriate staffing levels, and requires the Chargers to compensate the District for fire and life safety services, as necessary at Chargers home football games. The details shall be annually updated through an MOU signed by the Fire Chief or his designee, and a duly authorized representative of the Chargers. The Agreement shall remain operative and effective until terminated by either party by giving 90 days written notice of termination.

Any future agreements entered into by the Fire Chief, or his designee, for similar types of augmented staffing at special events will be approved as to form by County Counsel and will provide for reimbursement of District staffing costs for such events.

California Health and Safety Code Sections 13861 and 13862 authorize the District to enter into and perform all contracts to provide District services. County Counsel has approved the Agreement as to form.

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

There will be no impact on current services.

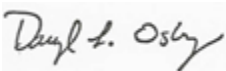
**CONCLUSION**

Upon approval by your Board, please instruct the Executive Officer of the Board to return a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County  
Attention: Rick Velasquez, Chief of Staff  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
Rick.Velasquez@fire.lacounty.gov

The District's contact may be reached at (323) 881-6180.

Respectfully submitted,



DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

1                   **FIRE & LIFE SAFETY SERVICES AGREEMENT BY AND BETWEEN**  
2                   **CHARGERS FOOTBALL COMPANY, LLC AND THE**  
3                   **CONSOLIDATED FIRE PROTECTION DISTRICT LOS ANGELES COUNTY**  
4

5           **THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
6 by and between the Consolidated Fire Protection District of Los Angeles (hereinafter referred  
7 to as the "DISTRICT") and Chargers Football Company, LLC (hereinafter referred to as the  
8 "CHARGERS"). The DISTRICT and the CHARGERS are hereinafter collectively referred to as  
9 the "PARTIES."  
10

11   **WITNESSETH**

12           WHEREAS, the CHARGERS hold football games in the County of Los Angeles  
13 throughout the National League Football (NFL) season each year which are attended by large  
14 congregations of people (hereinafter the "Games");

15           WHEREAS, beginning in the 2017 NFL season, the CHARGERS' home Games are  
16 currently held at the Stubhub Center located in the City of Carson which is within the  
17 jurisdictional area of the DISTRICT;

18           WHEREAS, California Health and Safety Code Sections 13861 and 13862 authorize the  
19 DISTRICT to enter into and perform all contracts to provide DISTRICT services; and

20           WHEREAS, the CHARGERS have agreed to arrange with the DISTRICT for the  
21 provision of personnel deemed necessary by the Fire Chief of the DISTRICT from the ranks of  
22 DISTRICT personnel to provide fire and life safety staffing for the Games.

23           NOW THEREFORE, it is agreed by and between the DISTRICT and the CHARGERS  
24 as follows:

25           1.   **AGREEMENT TERM**

26           This Agreement shall remain operative and effective until participation is terminated by  
27 either party. Either party may terminate the Agreement at any time by giving ninety (90) days  
28 written notice of termination.

1        2. **GAMES**

2            a. Game Staffing Memorandum of Understanding: Details as to the Games dates,  
3 staffing levels, and the amount of compensation for such services, in addition to any  
4 incidental considerations agreed upon by the parties necessary for the provision of appropriate  
5 service by the DISTRICT during the Games shall be developed each year by the Fire Chief for  
6 all CHARGERS home Games held throughout the duration of each current year's NFL  
7 Season. Such details shall be specified annually in a Memorandum of Understanding and  
8 signed by the Fire Chief of the DISTRICT and a duly authorized representative of the  
9 CHARGERS.

10           b. DISTRICT Services: The DISTRICT shall provide, in exchange for reimbursement  
11 described below, all fire and life safety services for Games, including first aid and emergency  
12 medical services. The life safety services provided by the DISTRICT do not include patient  
13 transport services. The DISTRICT shall remain solely responsible for these fire and life safety  
14 services with no direction from the CHARGERS.

15           c. Reimbursement by the CHARGERS: The CHARGERS shall pay to the DISTRICT  
16 the aggregate sum as described in a Memorandum of Understanding executed by the Fire  
17 Chief of the DISTRICT and duly authorized representative from the CHARGERS for DISTRICT  
18 staffing at each of the Games no later than thirty (30) days after billing by the DISTRICT (due  
19 date) for said services at the conclusion of each month in which Games are held. Invoices  
20 shall be mailed to the CHARGERS at the following address:

21                    CHARGERS Organization:  
22                                Dave Johnson  
23                                3333 Susan Street  
24                                Costa Mesa CA 92626

25                    Payment shall be sent to the DISTRICT at the following address:  
26                                Los Angeles County Fire Department  
27                                P. O. Box 54740  
28                                Los Angeles, CA 90054-0740

Interest shall be paid on any payment not received by the DISTRICT by the due date (late payment). The interest rate on any late payment shall be established as the

1 prevailing prime lending rate for Bank of America, or any successor financial institutional, as of  
2 the first day after the due date. The period of computing this interest payment shall commence  
3 the day following the payment due date and end one day prior to the date of receipt of  
4 payment by the DISTRICT. The interest payment shall be computer as follows:

$$\frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{Prime Lending Rate} \times \$ \text{Amount of} = \text{Late Payment Interest Charge}$$

7 **3. REMEDY OF FIRE SAFETY CONCERNS**

8 The DISTRICT, by and through its Fire Chief or his designee, shall promptly notify the  
9 CHARGERS, in writing of any reasonable fire safety concerns which may be identified,  
10 including additional DISTRICT staffing requirements.

11 **4. PROVISION OF FACILITIES, EQUIPMENT, ETC.**

12 The DISTRICT shall provide any necessary fire engines, vehicles, and related  
13 equipment as the DISTRICT deems necessary and appropriate during its staffing of Games.

14 **5. GENERAL PROVISIONS**

15 a. Prior Agreements – This Agreement contains all of the agreements of the parties  
16 hereto with respect to any staffing matter covered or mentioned in this Agreement and no prior  
17 agreements or understandings pertaining to any such staffing matter shall be effective for any  
18 purpose. No provision of this Agreement may be amended except by an agreement in writing  
19 signed by the parties hereto. This Agreement shall not be effective or binding for any party  
20 until fully executed by both parties hereto.

21 b. Force Majeure – In the event that either party is delayed or hindered in the perfor-  
22 mance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to  
23 procure materials not related to the price thereof, failure of power, restrictive governmental  
24 laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the  
25 control of such party, then performance of such acts shall be excused for the period of the  
26 delay, and the period for the performance of any such act shall be extended for a period  
27 equivalent to the period of such delay, provided that written notice is given to the other party by  
28 the party claiming delay within ten (10) days of the commencement of the delay period.

1 c. Severability – Any provision of this Agreement which shall prove to be invalid, void or  
2 illegal shall in no way affect, impair or invalidate any other provision hereof and such other  
3 provisions shall remain in full force and effect.

4 d. Interpretation – No provision of this Agreement is to be interpreted for or against  
5 either party because that party drafted such provision, but this Agreement is to be construed  
6 as if it were drafted by both parties hereto.

7 e. Waiver – Failure or inability of any party to enforce any right hereunder shall not  
8 waive any right to enforce said right in the future.

9 f. Assignment – No assignment of this Agreement or of any part or obligation of  
10 performance hereunder, shall be made, either in whole or in part, by the CHARGERS or the  
11 DISTRICT without the prior written consent of either party.

12 g. Independent Contractor – The parties hereto agree that each party is an  
13 independent contractor under this Agreement and shall not be construed for any purpose to be  
14 employees of such other party hereto.

15 h. Governing Law – This Agreement shall be governed by and construed in accordance  
16 with the laws of the State of California.

17 **6. INDEMNITY**

18 a. The CHARGERS shall defend, indemnify, and save harmless the DISTRICT, its  
19 officials, officers, and employees from all liability from loss, damage, or injury to persons or  
20 property, including all legal costs and attorneys' fees, in any manner arising out of the  
21 performance of services and obligations under this Agreement by the CHARGERS, its officers,  
22 agents, and employees to the extent permitted by law.

23 b. The DISTRICT shall defend, indemnify, and save harmless the CHARGERS, its  
24 officials, officers, and employees from all liability from loss, damage, or injury to persons or  
25 property, including any and all legal costs and attorneys' fees, in any manner arising out of the  
26 performance of services and obligations under this Agreement by the DISTRICT, its officials,  
27 officers, and employees to the extent permitted by law.

28 //

1           **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the  
2 day and year first set forth above.

3  
4 **CHARGERS FOOTBALL COMPANY, LLC**

**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

5  
6  
7 By \_\_\_\_\_

By \_\_\_\_\_  
Daryl L. Osby, Fire Chief

8  
9  
10 DATE \_\_\_\_\_

DATE \_\_\_\_\_

11  
12  
13 APPROVED AS TO FORM

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

14  
15  
16 By \_\_\_\_\_

By \_\_\_\_\_  
Deputy

17  
18  
19  
20  
21 F:\PLANNING\Agreements\Chargers Football\Chargers Agreement (10-26-2017)