



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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 15, 2018

49 May 15, 2018

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

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

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 enclosed Fire & Life Safety Service Agreement between the Chargers and the District, in substantial form, for augmented District staffing of fire and life safety personnel at Chargers home football games each NFL season, starting with the 2018 NFL season, and to amend the Agreement from time to time as may be necessary.
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, starting with the 2018 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

The Chargers home football games are hosted 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.

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 enclosed 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 will approve all agreements as to form prior to execution.

ENVIRONMENTAL DOCUMENTATION

The services provided through this agreement will not have a significant effect on the environment; therefore, this agreement is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

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

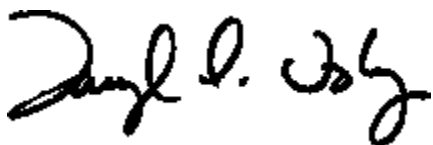
The District's contact may be reached at (323) 881-6180.

The Honorable Board of Supervisors

5/15/2018

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daryl L. Osby". The signature is fluid and cursive, with the first name "Daryl" being the most prominent.

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, the CHARGERS' home Games are currently held at the Stubhub Center
16 located in the City of Carson which is within the jurisdictional area of the DISTRICT;

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

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

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

24 1. **AGREEMENT TERM**

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

28 2. **GAMES**

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

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

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

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

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

28 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
prevailing prime lending rate for Bank of America, or any successor financial institutional, as of

1 the first day after the due date. The period of computing this interest payment shall commence
2 the day following the payment due date and end one day prior to the date of receipt of
3 payment by the DISTRICT. The interest payment shall be computer as follows:

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

4
5
6 **3. REMEDY OF FIRE SAFETY CONCERNS**

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

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

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

13 **5. GENERAL PROVISIONS**

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

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