



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

July 10, 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:

**APPROVE AGREEMENTS BETWEEN
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE LOS ANGELES COUNTY FIRE DEPARTMENT HONOR GUARD AND
FIREFIGHTERS MEMORIAL COMMITTEE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into agreements (Agreements) with the Los Angeles County Fire Department Honor Guard (Honor Guard) and the Los Angeles County Firefighters Memorial Committee (Memorial Committee), both California nonprofit corporations, for the provision of services contemplated in the Agreements.

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

1. Approve and instruct the Chair to sign the attached Agreements between the District and the Honor Guard (Attachment A) and between the District and the Memorial Committee (Attachment B).
2. Delegate authority to the Fire Chief, or his designee, to amend and/or terminate the Agreements, as necessary.
3. Approve District employees to serve on the Honor Guard and Memorial Committee Board of Directors or in other key positions.
4. Find that the Agreements are exempt from the provision of the California Environmental Quality

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 July 10, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County Fiscal Manual (CFM), Chapter 16, Departmental Foundations/Support Groups, requires the District to enter into Board approved agreements with affiliated foundations. The District seeks to be formally affiliated with the Honor Guard and the Memorial Committee to provide services by these Agreements as described in the attachments. The term of the Agreements is open and will remain in effect unless and until terminated by either party. The District, Honor Guard, or the Memorial Committee may terminate the Agreements without cause upon a 30-day written notice to the other.

The Honor Guard, duly incorporated in 2013 as a nonprofit public benefit corporation registered with the State of California, works collaboratively with the District to honor fallen firefighters, their families, and co-workers by conducting services including, but not limited to, funerals, memorial services, and flag ceremonies. Additionally, the Honor Guard participates in annual State, national, and international fallen firefighter memorials, provides color guard details for formal District and Los Angeles County events, and assists fellow public safety agencies with line of duty deaths.

The Memorial Committee, duly incorporated in 1986 as a nonprofit public benefit corporation registered with the State of California, raises revenue to support the ongoing maintenance and sustainment costs for the Memorial Wall constructed to honor District firefighters that have perished in the line of duty or have passed away within five years of retirement due to a job-related illness or injury. In addition, the Memorial Committee provides educational scholarships, via the "Widows and Orphans Fund," to the children of District firefighters who have perished in the line of duty or died as a result of a job-related illness or injury.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with County's Strategic Plan 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 District's costs incurred on behalf of the Honor Guard and the Memorial Committee will be monitored to ensure that they are commensurate with the volume and significance of the benefit received. Any costs associated with the District's support would not be significant and would be funded annually when needed through the District's Executive Budget Unit's Services and Supplies Budget.

There is no impact on net County cost

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These Agreements will be administered by the District and are being entered into pursuant to the CFM, in order to set forth the respective duties and obligations of the District, Honor Guard, and

Memorial Committee with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of District resources.

Both the Honor Guard and the Memorial Committee are duly incorporated nonprofit public benefit corporations registered with the State of California and are authorized by law to provide the services contemplated by these Agreements.

County Counsel has approved the Agreements as to form.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the CEQA pursuant to Section 16031 (b)(3) of the CEQA Guidelines as the Agreement addresses incidental matters related to the provision of District services; therefore, it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the District to collaborate with the Honor Guard and Memorial Committee to honor fallen firefighters and provide assistance to their families.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return two executed original Agreements and two copies 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 will forward one executed original to the Honor Guard and Memorial Committee for their records.

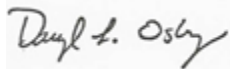
The District's contact may be reached at (323) 881-6180.

The Honorable Board of Supervisors

7/10/2018

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Respectfully submitted,

A handwritten signature in cursive script that reads "Daryl L. Osby". The signature is written in black ink on a light-colored background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:heo

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor Controller

**AGREEMENT BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND
LOS ANGELES COUNTY FIRE DEPARTMENT HONOR GUARD**

This AGREEMENT is made and entered into this 10th day of July, 2018, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "**DISTRICT**" and the **LOS ANGELES COUNTY FIRE DEPARTMENT HONOR GUARD**, referred to as "**HONOR GUARD**," a California nonprofit corporation.

WHEREAS, DISTRICT and HONOR GUARD enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and equipment, and the use of DISTRICT resources;

WHEREAS, DISTRICT, pursuant to Section 13861 of the Health and Safety Code, is authorized to affiliate with HONOR GUARD, in accordance with the terms and conditions set forth herein to render services;

WHEREAS, HONOR GUARD was incorporated in 2013 with its object under its By-Laws to honor fallen firefighters, their families and co-workers by conducting services including, but not limited to, funerals, memorial services, and flag ceremonies. Additionally, the HONOR GUARD participates in annual State, national, and international fallen firefighter memorials, provides color guard details for formal DISTRICT and Los Angeles County events, and assists fellow public safety agencies with line of duty deaths;

WHEREAS, HONOR GUARD is a duly incorporated domestic non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement;

WHEREAS, HONOR GUARD Board of Directors or key positions are DISTRICT employees directly involved with the HONOR GUARD policy making or its administration and operations. The HONOR GUARD officers, directors, employees and members do not include the top two levels of DISTRICT executive management; and

WHEREAS, HONOR GUARD is qualified by reason of experience and organization to provide the services contemplated by this Agreement.

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DISTRICT and HONOR GUARD do hereby agree to the following:

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1. TERM OF AGREEMENT

The term of this Agreement is open, remaining in effect unless and until terminated pursuant to the applicable terms hereof, during which time HONOR GUARD may perform the services provided for herein.

2. HONOR GUARD OBLIGATIONS

HONOR GUARD agrees to provide the following services to the DISTRICT:

- a. HONOR GUARD will coordinate, host and attend formal District, State, national and international events, seminars and conferences to the extent that resources are available and are in the best interest of the HONOR GUARD and the DISTRICT.
- b. HONOR GUARD may solicit donations, including but not limited to, equipment, monetary, advertising, and other related resources, from private entities and apply for grants to support the obligations within this Agreement, in consultation with the DISTRICT.
- c. HONOR GUARD may represent the DISTRICT and/or DISTRICT Fire Chief at professional associations as mutually agreed upon as resources are available.
- d. HONOR GUARD will provide goodwill to the DISTRICT.
- e. HONOR GUARD will not use County time, materials, or resources to engage in social media activities, unless otherwise authorized by the DISTRICT Fire Chief.
- f. HONOR GUARD shall satisfactorily provide the following information and/or reports to the DISTRICT:
 - i. Upon DISTRICT'S request, submit annually to DISTRICT the Annual Reporting Form for Foundation Activities.
 - ii. Upon written request, not less than 30 days' notice, HONOR GUARD will make available to DISTRICT and the Los Angeles County Auditor-Controller their compiled financial statements for review and audit.
 - iii. Upon request, HONOR GUARD will provide an account of the tangible/intangible benefits provided to DISTRICT in a narrative form that describes the programs/services provided.
 - iv. Upon request, HONOR GUARD will design a cost accounting system such that the costs incurred by the DISTRICT on behalf of the HONOR GUARD can be separately identified.

- v. Upon written request, no less than 30 days' notice, HONOR GUARD will disclose to potential donors the types of items, activities, and programs for which donations will be used.
- vi. HONOR GUARD will secure any required business license(s) if it solicits monetary donations from the public.
- g. DISTRICT employees who receive compensation from the HONOR GUARD who are in an official decision-making position for the HONOR GUARD or perform administrative or support functions on County time for the HONOR GUARD on a recurring basis must disclose this information and complete the annual Employee Report on Outside Employment Activities to the DISTRICT.

3. DISTRICT OBLIGATIONS

- a. DISTRICT will assist HONOR GUARD in the aforementioned services by providing, as legally permissible, the following: uniforms, supplies, equipment, travel/transportation, limited administrative staff support and temporary and occasional use of space, utilities, or other resources on an as needed basis to the extent that these resources are available and are in the best interest of the DISTRICT and County and are in compliance with the County Fiscal Manual.
- b. DISTRICT will assist HONOR GUARD in providing releases for key positions to attend quarterly board meetings, and participate in DISTRICT-approved events, meetings, and projects.
- c. DISTRICT employees engaging in HONOR GUARD activities will do so in an off-duty capacity, unless such activities are within the scope of this Agreement, or are otherwise authorized by the DISTRICT Fire Chief or his designee.
- d. DISTRICT will account for all costs incurred to support and monitor the HONOR GUARD and are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- e. DISTRICT costs incurred on behalf of the HONOR GUARD should be commensurate with the volume and significance of the benefit received (i.e., HONOR GUARD benefit to DISTRICT should outweigh the DISTRICT's costs incurred in maintaining the relationship). The DISTRICT will notify the HONOR GUARD concerning any cost-benefit concerns related to this Agreement.

- f. DISTRICT will monitor to ensure HONOR GUARD activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- g. DISTRICT shall have no duty of payment, obligation or liability to HONOR GUARD employees, officers, agents, vendors or subcontractors.

4. HONOR GUARD EMPLOYEES AND EQUIPMENT

HONOR GUARD agrees that HONOR GUARD has secured or will secure at HONOR GUARD's own expense all persons, employees and equipment required beyond the aforementioned DISTRICT services to perform the services required under this Agreement and that all such services will be performed under HONOR GUARD supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from the DISTRICT.

5. CONFLICT OF INTEREST

- a. HONOR GUARD and its subsidiaries and its agents and employees shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. HONOR GUARD warrants that it is not now aware of any fact which creates a conflict of interest. If the HONOR GUARD hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest it shall immediately make full written disclosure of such fact to DISTRICT. Full written disclosure shall include, with limitation, identification of all persons implicated, and a complete description of all relevant circumstances.
- b. HONOR GUARD and its subsidiaries' Board of Directors and key positions may be filled by individuals who are DISTRICT employees. By acknowledgement and approval of this Agreement by the Board of Supervisors, such appointments of DISTRICT employees to the Board of Directors or key positions are permissible and require mandatory compliance with County conflict of interest reporting requirements.

6. TERMINATION

DISTRICT or HONOR GUARD may terminate this Agreement without cause upon a 30 day written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination and both Parties' obligations under this Agreement shall cease on that date.

7. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for furthering the objectives recited herein and that the services provided under this Agreement are within the power of DISTRICT to provide. In the event that

program monitoring discloses that said services are not being used for that purpose or that HONOR GUARD has adopted or amended its By-Laws or amended its Articles of Incorporation with the result that, as determined by the DISTRICT Fire Chief or his designee, HONOR GUARD policies or programs conflict with the purpose originally declared in HONOR GUARD Articles of Incorporation or with the purpose of this Agreement, DISTRICT shall notify HONOR GUARD immediately concerning any such conflict and shall provide HONOR GUARD with 30 days to amend its By-Laws or Articles of Incorporation so as to resolve any such conflict or potential conflict. If, after 30 days' notice the conflict or potential conflict has not been resolved, the DISTRICT Fire Chief may terminate this Agreement forthwith, and HONOR GUARD shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the DISTRICT.

9. CONFIDENTIALITY

HONOR GUARD shall maintain the confidentiality of all records, including but not limited to DISTRICT records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

DISTRICT shall maintain the confidentiality of all records, including but not limited to HONOR GUARD records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

10. INDEMNIFICATION

a. Except as otherwise provided in Section 10(b), HONOR GUARD agrees to indemnify, defend and save harmless DISTRICT, its agents, officers and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with HONOR GUARD operations, or its services hereunder including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. However, HONOR GUARD shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

- b. DISTRICT agrees to indemnify, defend and save harmless any member of the Board of Directors of HONOR GUARD from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising out of an action or omission to act provided such actions or omissions to act arose directly from the performance of duties within the scope of work to be performed under this Agreement. However, DISTRICT shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

11. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. DISTRICT employees shall remain employees of DISTRICT notwithstanding the fact they are assisting the HONOR GUARD

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. RETENTION OF RECORDS

HONOR GUARD agrees that DISTRICT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, time cards, or other records relating to this Agreement. Such material shall be kept and maintained by HONOR GUARD at a location in Los Angeles County for a period of four (4) years after completion of this relationship, unless the DISTRICT provides written permission to dispose of such material prior to the end of such period.

15. COMPLIANCE WITH LAWS

- a. HONOR GUARD shall comply in all respects with the anti-discrimination requirements of the Los Angeles County Code and all applicable federal, State, and local laws.

- b. The parties agree to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives insofar as they pertain to the performance of this Agreement.

16. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

- a. HONOR GUARD hereby certifies and agrees that it will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title 1X of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.
- b. HONOR GUARD agrees and certifies that the regulation provided in 16(a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, Twitter and the alike. HONOR GUARD agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. HONOR GUARD certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; and the State Fair Employment Practices Acts.
- d. HONOR GUARD certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap.
- e. All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by HONOR GUARD in the areas heretofore described.
- f. If DISTRICT finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which DISTRICT may determine to cancel, terminate, or suspend this Agreement. While DISTRICT reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by California Fair Employment and Housing Commission and Equal Employment Opportunity Commission that HONOR GUARD has

violated State or federal non-discrimination laws or regulations shall constitute a finding by DISTRICT that HONOR GUARD has violated the non-discrimination provisions of this Agreement.

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

HONOR GUARD agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

20. NOTICE

a. Any notice or notices required or permitted to be given pursuant to this Guideline may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

b. All notices to the DISTRICT shall be sent addressed to the following:

Fire Chief
Consolidated Fire Protection District of Los Angeles County
1320 North Eastern Avenue
Los Angeles, CA 90063
Attention: Executive Support Division

c. All notices to the HONOR GUARD and its subsidiaries shall be sent addressed to the following:

Los Angeles County Fire Department Honor Guard
24875 Railroad Avenue
Newhall, CA 91321

21. COORDINATORS

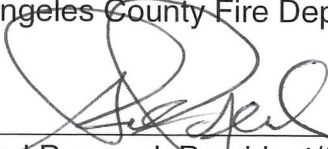
The DISTRICT's Agreement Coordinator, or another designated person designated by the DISTRICT Fire Chief, shall be the DISTRICT Director of Program and shall have the authority to administer the Agreement on behalf of DISTRICT. Said coordinator or designee shall be mutually acceptable to both the DISTRICT and the HONOR GUARD. The HONOR GUARD shall provide a representative to be available to DISTRICT for consultation and assistance during the performance of this Agreement.

22. FURTHER ASSURANCES

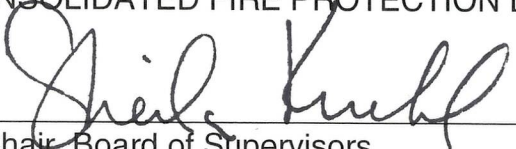
The parties confirm and agree that this Agreement is made and entered into in recognition of the longstanding public/private partnership between the DISTRICT and HONOR GUARD which has evolved over many years and will continue to do so. In light thereof, the parties agree to meet and confer in good faith, upon the reasonable request of the other, regarding the matters set forth in this Agreement.

IN WITNESS WHEREOF, HONOR GUARD has executed this Agreement, or caused it to be duly executed and the DISTRICT, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

Los Angeles County Fire Department Honor Guard

By 
Paul Peppard, President/CEO

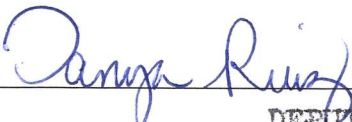
CONSOLIDATED FIRE PROTECTION DISTRICT

By 
Chair, Board of Supervisors



ATTEST:

CELIA ZAVALA
Acting Executive Officer-Clerk
of the Board of Supervisors

By 
DEPUTY

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Scott Kuhn
Acting Assistant County Counsel

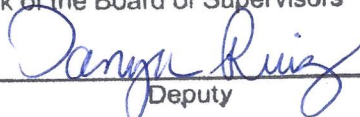
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUL 10 2018


CELIA ZAVALA
ACTING EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Acting Executive Officer
Clerk of the Board of Supervisors

By 
Deputy

78828

**AGREEMENT BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND
LOS ANGELES COUNTY FIREFIGHTERS MEMORIAL COMMITTEE, INC.**

This AGREEMENT is made and entered into this 10th day of July, 2018, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "**DISTRICT**" and the **LOS ANGELES COUNTY FIREFIGHTERS MEMORIAL COMMITTEE, INC.**, referred to as "**MEMORIAL COMMITTEE**" a California nonprofit corporation.

WHEREAS, DISTRICT and MEMORIAL COMMITTEE enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and equipment, and the use of DISTRICT resources;

WHEREAS, DISTRICT, pursuant to Section 13861 of the Health and Safety Code, is authorized to affiliate with MEMORIAL COMMITTEE, in accordance with the terms and conditions set forth herein to render services;

WHEREAS, MEMORIAL COMMITTEE was incorporated in 1986 with its object under its By-Laws to operate as a nonprofit corporation to raise revenue for the construction and dedication of a memorial to District firefighters that have died in the line of duty or have passed away within five (5) years of retirement due to a job-related illness or injury as accepted by the Los Angeles County Employees Retirement System; and, to provide scholarships, via the MEMORIAL COMMITTEE "Widows and Orphans Fund," to the families of DISTRICT firefighters who have perished in the line of duty or died as a result of a job-related illness or injury;

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WHEREAS, MEMORIAL COMMITTEE is a duly incorporated domestic non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement;

WHEREAS, MEMORIAL COMMITTEE Board of Directors or key positions are DISTRICT employees directly involved with the MEMORIAL COMMITTEE policy making or its administration and operations. The MEMORIAL COMMITTEE officers, directors, employees and members do not include the top two levels of DISTRICT executive management; and

WHEREAS, MEMORIAL COMMITTEE is qualified by reason of experience and organization to provide the services contemplated by this Agreement.

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DISTRICT and MEMORIAL COMMITTEE do hereby agree to the following:

1. TERM OF AGREEMENT

The term of this Agreement is open, remaining in effect unless and until terminated pursuant to the applicable terms hereof, during which time MEMORIAL COMMITTEE may perform the services provided for herein.

2. MEMORIAL COMMITTEE OBLIGATIONS

MEMORIAL COMMITTEE agrees to provide the following services to the DISTRICT:

- a. MEMORIAL COMMITTEE will coordinate and host events to the extent that resources are available and are in the best interest of the MEMORIAL COMMITTEE and the DISTRICT.
- b. MEMORIAL COMMITTEE may solicit donations, including but not limited to, equipment, monetary, advertising, and other related resources, from private entities within this Agreement, in consultation with the DISTRICT.
- c. MEMORIAL COMMITTEE may represent the DISTRICT and/or DISTRICT Fire Chief at professional associations as mutually agreed upon as resources are available.
- d. MEMORIAL COMMITTEE will provide goodwill to the DISTRICT.
- e. MEMORIAL COMMITTEE will not use County time, materials, or resources to engage in social media activities, unless otherwise authorized by the DISTRICT Fire Chief.
- f. MEMORIAL COMMITTEE shall satisfactorily provide the following information and/or reports to the DISTRICT:
 - i. Upon DISTRICT'S request, submit annually to DISTRICT the Annual Reporting Form for Foundation Activities.
 - ii. Upon written request, not less than 30 days' notice, MEMORIAL COMMITTEE will make available to DISTRICT and the Los Angeles County Auditor-Controller their compiled financial statements for review and audit.
 - iii. Upon request, MEMORIAL COMMITTEE will provide an account of the tangible/intangible benefits provided to DISTRICT in a narrative form that describes the programs/services provided.
 - iv. Upon request, MEMORIAL COMMITTEE will design a cost accounting system such that the costs incurred by the DISTRICT on behalf of the MEMORIAL COMMITTEE can be separately identified.

- v. Upon written request, no less than 30 days' notice, MEMORIAL COMMITTEE will disclose to potential donors the types of items, activities, and programs for which donations will be used.
- vi. MEMORIAL COMMITTEE will secure tax-exempt status and any required business license(s) if it solicits monetary donations from the public.
- g. DISTRICT employees who receive compensation from the MEMORIAL COMMITTEE, who are in an official decision-making position for the MEMORIAL COMMITTEE or perform administrative or support functions on County time for the MEMORIAL COMMITTEE on a recurring basis must disclose this information and complete the annual Employee Report on Outside Employment Activities to the DISTRICT.

3. DISTRICT OBLIGATIONS

- a. DISTRICT will assist MEMORIAL COMMITTEE in the aforementioned services by providing, as legally permissible, the following: limited administrative staff support and temporary and occasional use of space, utilities, supplies, travel/transportation or other resources on an as needed basis to the extent that these resources are available and are in the best interest of the DISTRICT and County and are in compliance with the County Fiscal Manual.
- b. DISTRICT employees engaging in MEMORIAL COMMITTEE activities will do so in an off-duty capacity, unless such activities are within the scope of this Agreement, or are otherwise authorized by the DISTRICT Fire Chief or his designee.
- c. DISTRICT will assist MEMORIAL COMMITTEE in providing releases for key positions to attend quarterly board meetings, department-approved meetings, projects and events.
- d. DISTRICT will account for all costs incurred to support and monitor the MEMORIAL COMMITTEE and are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- e. DISTRICT costs incurred on behalf of the MEMORIAL COMMITTEE should be commensurate with the volume and significance of the benefit received (i.e., MEMORIAL COMMITTEE benefit to DISTRICT should outweigh the DISTRICT's costs incurred in maintaining the relationship). The DISTRICT will notify the MEMORIAL COMMITTEE concerning any cost-benefit concerns related to this Agreement.

- f. DISTRICT will monitor to ensure MEMORIAL COMMITTEE activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- g. DISTRICT shall have no duty of payment, obligation or liability to MEMORIAL COMMITTEE, its employees, officers, agents, vendors or subcontractors.

4. MEMORIAL COMMITTEE EMPLOYEES AND EQUIPMENT

MEMORIAL COMMITTEE agrees that MEMORIAL COMMITTEE has secured or will secure at MEMORIAL COMMITTEE'S own expense all persons, employees and equipment required beyond the aforementioned DISTRICT services to perform the services required under this Agreement and that all such services will be performed under MEMORIAL COMMITTEE supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from the DISTRICT.

5. CONFLICT OF INTEREST

- a. MEMORIAL COMMITTEE and its subsidiaries and its agents and employees shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. MEMORIAL COMMITTEE warrants that it is not now aware of any fact which creates a conflict of interest. If the MEMORIAL COMMITTEE hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such fact to DISTRICT. Full written disclosure shall include, with limitation, identification of all persons implicated, and a complete description of all relevant circumstances.
- b. MEMORIAL COMMITTEE and its subsidiaries' Board of Directors and key positions may be filled by individuals who are DISTRICT employees. By acknowledgement and approval of this Agreement by the Board of Supervisors, such appointments of DISTRICT employees to the Board of Directors or key positions are permissible and require mandatory compliance with County conflict of interest reporting requirements.

6. TERMINATION

DISTRICT or MEMORIAL COMMITTEE may terminate this Agreement without cause upon a 30-day written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination and both Parties' obligations under this Agreement shall cease on that date.

7. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for furthering the objectives recited herein and that the services provided under this Agreement are within the power of DISTRICT to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that MEMORIAL COMMITTEE has adopted or amended its By-Laws or amended its Articles of Incorporation with the result that, as determined by the DISTRICT Fire Chief or his designee, MEMORIAL COMMITTEE policies or programs conflict with the purpose originally declared in MEMORIAL COMMITTEE Articles of Incorporation or with the purpose of this Agreement, DISTRICT shall notify MEMORIAL COMMITTEE immediately concerning any such conflict and shall provide MEMORIAL COMMITTEE with 30 days to amend its By-Laws or Articles of Incorporation so as to resolve any such conflict or potential conflict. If, after 30 days' notice the conflict or potential conflict has not been resolved, the DISTRICT Fire Chief may terminate this Agreement forthwith, and MEMORIAL COMMITTEE shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the DISTRICT.

9. CONFIDENTIALITY

MEMORIAL COMMITTEE shall maintain the confidentiality of all records, including but not limited to DISTRICT records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

DISTRICT shall maintain the confidentiality of all records, including but not limited to MEMORIAL COMMITTEE records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

10. INDEMNIFICATION

- a. Except as otherwise provided in Section 10(b), MEMORIAL COMMITTEE agrees to indemnify, defend and save harmless DISTRICT, its agents, officers and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with MEMORIAL COMMITTEE operations, or its services hereunder including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence

or willful misconduct of the County Indemnities. However, MEMORIAL COMMITTEE shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

- b. DISTRICT agrees to indemnify, defend and save harmless any member of the Board of Directors of MEMORIAL COMMITTEE from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising out of an action or omission to act provided such actions or omissions to act arose directly from the performance of duties within the scope of work to be performed under this Agreement. However, DISTRICT shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

11. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. DISTRICT employees shall remain employees of DISTRICT notwithstanding the fact they are assisting the MEMORIAL COMMITTEE.

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. RETENTION OF RECORDS

MEMORIAL COMMITTEE agrees that DISTRICT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, time cards, or other records relating to this Agreement. Such material shall be kept and maintained by MEMORIAL COMMITTEE at a location in Los Angeles County for a period of four (4) years after completion of this relationship, unless the DISTRICT provides written permission to dispose of such material prior to the end of such period.

15. COMPLIANCE WITH LAWS

- a. MEMORIAL COMMITTEE shall comply in all respects with the anti-discrimination requirements of the Los Angeles County Code and all applicable federal, State, and local laws.
- b. The parties agree to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives insofar as they pertain to the performance of this Agreement.

16. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

- a. MEMORIAL COMMITTEE hereby certifies and agrees that it will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title 1X of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.
- b. MEMORIAL COMMITTEE agrees and certifies that the regulation provided in 16(a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, Twitter and the alike. MEMORIAL COMMITTEE agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. MEMORIAL COMMITTEE certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; and the State Fair Employment Practices Acts.
- d. MEMORIAL COMMITTEE certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap.
- e. All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by MEMORIAL COMMITTEE in the areas heretofore described.

- f. If DISTRICT finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which DISTRICT may determine to cancel, terminate, or suspend this Agreement. While DISTRICT reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by California Fair Employment and Housing Commission and Equal Employment Opportunity Commission that MEMORIAL COMMITTEE has violated State or federal non-discrimination laws or regulations shall constitute a finding by DISTRICT that MEMORIAL COMMITTEE has violated the non- discrimination provisions of this Agreement.

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

MEMORIAL COMMITTEE agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

20. NOTICE

- a. Any notice or notices required or permitted to be given pursuant to this Guideline may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

- b. All notices to the DISTRICT shall be sent addressed to the following:

Fire Chief
Consolidated Fire Protection District of Los Angeles County
1320 North Eastern Avenue
Los Angeles, CA 90063
Attention: Executive Support Division

- c. All notices to the MEMORIAL COMMITTEE and its subsidiaries shall be sent addressed to the following:

Los Angeles County Firefighters Memorial Committee
1320 North Eastern Avenue
Los Angeles, CA 90063
Attention: Executive Office

21. COORDINATORS

The DISTRICT's Agreement Coordinator, or another designated person designated by the DISTRICT Fire Chief, shall be the DISTRICT Director of Program and shall have the authority to administer the Agreement on behalf of DISTRICT. Said coordinator or designee shall be mutually acceptable to both the DISTRICT and the MEMORIAL COMMITTEE. MEMORIAL COMMITTEE shall provide a representative to be available to DISTRICT for consultation and assistance during the performance of this Agreement.

22. FURTHER ASSURANCES

The parties confirm and agree that this Agreement is made and entered into in recognition of the longstanding public/private partnership between the DISTRICT and MEMORIAL COMMITTEE which has evolved over many years and will continue to do so. In light thereof, the parties agree to meet and confer in good faith, upon the reasonable request of the other, regarding the matters set forth in this Agreement.

IN WITNESS WHEREOF, MEMORIAL COMMITTEE has executed this Agreement, or caused it to be duly executed and the DISTRICT, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

LOS ANGELES COUNTY FIREFIGHTERS
MEMORIAL COMMITTEE, INC.:



By James W. Robinson
James W. Robinson, Chairperson

CONSOLIDATED FIRE PROTECTION DISTRICT
By Scott Kuhn
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Acting Executive Officer-Clerk
of the Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Acting Executive Officer
Clerk of the Board of Supervisors

By Danya Ruiz
DEPUTY

By Danya Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Scott Kuhn
Scott Kuhn
Acting Assistant County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUL 10 2018

Celia Zavala
CELIA ZAVALA
ACTING EXECUTIVE OFFICER

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