



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

September 30, 2014

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 September 30, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND THE LOS ANGELES COUNTY FIRE DEPARTMENT ASSOCIATION OF CHIEFS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (Fire District) seeks approval of an agreement (Agreement) with the Los Angeles County Fire Department Association of Chiefs (AOC), a California nonprofit corporation, for the provision of services contemplated in this Agreement by the AOC to the Fire District.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT

- 1) Approve and instruct the Chairman to sign the attached Agreement between the Fire District and the AOC; and
- 2) Delegate authority to the Fire Chief of the Fire District to amend the Agreement as needed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, requires the Fire District to enter into Board approved agreements with affiliated foundations. The Fire District seeks to be formally affiliated with the AOC to provide services contemplated by this Agreement as described below. Board approval is necessary pursuant to Chapter 16 of the Fiscal Policy because the AOC's Board of Directors and officers include current Fire District employees who are directly

involved with the AOC's policy making and its administrative operations.

The AOC was incorporated in 1976 to operate as a Registered Employee Organization under the County of Los Angeles Employee Relations Commission to provide leadership and direction to all members of the Los Angeles County Fire Department, to improve relations among managers and encourage fraternal cooperation with similar organizations, and to promote and provide quality fire protection and life safety services.

Terms of Agreement

The Agreement term is open and it would remain in effect unless and until terminated. The Fire District or the AOC may terminate this Agreement without cause upon a 30 day written notice to the other.

The AOC agrees to do the following:

- Provide the coordination and expertise required to deliver new and/or optimized job aids for safety personnel to improve operational safety and efficiency, primarily through information technology and other services as deemed necessary by the Fire District;
- Make provision for the use of its technologies developed in collaboration with the Fire District;
- Apply for grants as appropriate to support the obligations within this foundation agreement, in consultation with the Fire District;
- Represent the Fire District and/or Fire Chief at professional associations as mutually agreed upon as resources are available;
- Only use County time, materials, or resources to engage in social media activities if authorized by the Fire Chief; and
- Provide financial information and/or reports upon request.

The Fire District agrees to do the following:

- Assist the AOC in providing the aforementioned services by providing, as legally permissible, personnel information (including, but not limited to, employee contact information for mailing, GIS data for mobile applications, staffing data, and information), data, technology support, personnel releases, administrative staff support, 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 Fire District or County;
- Account for all costs incurred to support and monitor the AOC, and ensure all such costs are accounted for or tracked separately from Fire District costs (i.e. costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.);
- Ensure costs incurred on behalf of the AOC are commensurate with the volume and significance of the benefit received; and
- Ensure AOC activities are in the best interest of the Fire District and the public.

Fire District employees who receive compensation from, and who are in an official decision-making position for, the AOC must disclose this information when completing the County's annual Employee Report on Outside Employment Activities. All Fire District employees engaging in AOC activities do so in an off-duty capacity, unless such activities are incidental to their on-duty responsibilities, are within the scope of this Agreement, or are otherwise authorized by the Fire District.

In addition, the Fire District shall have no duty of payment, obligation or liability to the AOC, its employees, officers, agents, or vendors or subcontractors.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal of Service Excellence as it will provide leadership and direction to members of the Los Angeles County Fire Department to improve relations among managers and encourage fraternal cooperation with similar organizations and to promote and provide quality fire protection and life safety services.

FISCAL IMPACT/FINANCING

The Fire District's costs incurred on behalf of the AOC will be monitored to ensure that they are commensurate with the volume and significance of the benefit received. Any costs associated with the Fire District's support would not be significant and would be funded through the Fire District's Executive Budget Unit Services and Supplies Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be administered by the Fire District and is being entered into pursuant to the County's Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth the respective duties and obligations of the Fire District and the AOC with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of Fire District resources.

The AOC 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.

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 the Fire District's operations but will assist in providing leadership and direction to members of the Los Angeles County Fire Department to promote quality fire protection and life safety services.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return two (2) executed original Agreements and two (2) copies of the adopted Board letter to:

Consolidated Fire Protection District
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Debbie Aguirre, Chief, Planning Division

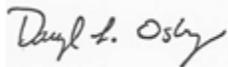
The Fire District will forward one (1) executed original to the AOC for their records.

The Honorable Board of Supervisors

9/30/2014

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Respectfully submitted,

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

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

**AGREEMENT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND
LOS ANGELES COUNTY FIRE DEPARTMENT ASSOCIATION OF CHIEFS**

This AGREEMENT is made and entered into this 30th day of September, 2014, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "DISTRICT" and the **LOS ANGELES COUNTY FIRE DEPARTMENT ASSOCIATION OF CHIEFS**, referred to as "AOC", a California nonprofit corporation.

WHEREAS, DISTRICT and AOC 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 AOC in accordance with the terms and conditions set forth herein to render services; and

WHEREAS, AOC was incorporated in 1976 to operate as a Registered Employee Organization under the County of Los Angeles Employee Relations Commission; to provide leadership and direction to all members of the Los Angeles County Fire Department; to improve relations among managers and encourage fraternal cooperation with similar organizations; to promote and provide quality fire protection and life safety services.

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

WHEREAS, AOC 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 AOC 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 AOC may perform the services provided for herein.

2. AOC OBLIGATIONS

AOC agrees to provide the following services to the DISTRICT:

- a. AOC will provide the coordination and expertise required to deliver programs such as new and/or optimized job aids and mobile applications, for safety personnel to improve operational safety and efficiency, primarily through information technology and other services as deemed necessary by the DISTRICT Fire Chief.
- b. AOC will make provision for the use of its technologies developed in collaboration with the DISTRICT.
- c. AOC may apply for grants to support the obligations within this foundation agreement, in consultation with the DISTRICT.
- d. AOC will represent the DISTRICT and/or Fire Chief at professional associations as mutually agreed upon as resources are available.
- e. AOC will provide goodwill to the DISTRICT.
- f. AOC will not use County time, materials, or resources to engage in social media activities, unless otherwise authorized by the DISTRICT Fire Chief.
- g. All DISTRICT employees engaging in AOC activities will do so in an off-duty capacity, unless such activities are incidental to their on-duty responsibilities, are within the scope of this Agreement, or are otherwise authorized by the DISTRICT Fire Chief.
- h. AOC shall satisfactory 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, AOC will make available to DISTRICT and the Los Angeles County Auditor-Controller their compiled financial statements prepared by a Certified Public Accountant as retained and paid for by the AOC.

- iii. AOC 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, AOC shall produce documentation illustrating costs incurred by the DISTRICT on behalf of the AOC.
- v. Upon written request no less than 30 days, the AOC will disclose to potential donors the types of items, activities, and programs for which contributions or donations will be used.
- vi. AOC will maintain secure tax-exempt status and any required business license(s) if it solicits monetary donations from the public.

3. DISTRICT OBLIGATIONS

- a. DISTRICT will assist AOC in providing the aforementioned services by providing, as legally permissible, the following: personnel information (including but not limited to employee contact information for mailing, geographic information system (GIS) data for mobile applications, staffing data, and information) , data, technology support, personnel releases, administrative staff support, 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.
- b. DISTRICT employees who receive compensation from the AOC and who are in an official decision making position for the AOC must disclose this information when completing the annual Employee Report on Outside Employment Activities.
- c. DISTRICT will account for all costs incurred to support and monitor the AOC and ensure such costs are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- d. DISTRICT costs incurred on behalf of the AOC should be commensurate with the volume and significance of the benefit received (i.e., AOC benefit to DISTRICT should not outweigh the DISTRICT's costs incurred in maintaining the relationship).The DISTRICT will notify AOC concerning any cost-benefit concerns related to this Agreement.
- e. DISTRICT will monitor to ensure AOC activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received are not commensurate with the costs incurred.

- f. DISTRICT shall have no duty of payment, obligation or liability to AOC, its employees, officers, agents, or vendors or subcontractors.

4. AOC EMPLOYEES AND EQUIPMENT

AOC agrees that AOC has secured or will secure at AOC'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 AOC supervision, by persons authorized by law to perform such services.

5. CONFLICT OF INTEREST

a. AOC 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. AOC warrants that it is not now aware of any fact which creates a conflict of interest. If the AOC 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. AOC and its subsidiaries' board of directors and key positions may be filled by individuals who are County employees.

6. TERMINATION

DISTRICT or AOC may terminate this Agreement without cause upon a 30 day written notice. All operations under this Agreement shall cease being 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 AOC has adopted or amended its By Laws or amended its Articles of Incorporation with the result that, as determined by the Fire Chief of the DISTRICT or his designee, AOC policies or programs conflict with the purpose originally declared in AOC Articles of Incorporation or with the purpose

of this Agreement, DISTRICT shall notify AOC immediately concerning any such conflict or potential conflict and shall provide AOC with 30 days to amend its By Law 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 AOC shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the Consolidated Fire Protection District of Los Angeles County.

9. CONFIDENTIALITY

AOC 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 AOC 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), AOC 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 AOC 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, AOC shall not be liable to pay additional sums on account of judgments rendered against DISTRICT 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 AOC 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 AOC.

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

AOC 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 AOC 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. AOC 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. AOC 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. AOC 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 like. AOC agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. AOC 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. AOC 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 AOC 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 AOC has violated State or

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

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

AOC 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 Agreement 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
County of Los Angeles Fire Department
1320 N. Eastern Avenue
Los Angeles, CA 90063

c. All notices to the AOC and its subsidiaries shall be sent addressed:

LA County Fire Department Assn. of Chiefs
P.O. Box 30831
Los Angeles, CA 90030-0831

21. COORDINATORS

The DISTRICT's agreement coordinator, or another person designated by the DISTRICT's Fire Chief, shall be the DISTRICT's Director of Program and shall have the authority to administer this Agreement on behalf of DISTRICT. Said coordinator or designee shall be mutually acceptable to both the DISTRICT and the AOC. AOC 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 AOC 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 and on any other issues related to the maintenance and operation of AOC.

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IN WITNESS WHEREOF, AOC has executed this Agreement, or caused it to be duly executed and the DISTRICT, by order of its governing body, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

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

LOS ANGELES COUNTY FIRE DEPARTMENT ASSOCIATION OF CHIEFS

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Jim E Ford
Signature

By Carla Little
Deputy

TIM E FORSHAM
Name (Print)

PRESIDENT ASSOCIATION OF CHIEFS
Title



CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By Don Kusch
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Carla Little

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 SEP 30 2014

APPROVED AS TO FORM:

RICK WEISS
Acting County Counsel

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By Scott Kuhn
Principal Deputy County Counsel