



COUNTY OF LOS ANGELES FIRE DEPARTMENT



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

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

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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August 6, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

62 August 6, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF A LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION (SUPERVISORIAL DISTRICTS 2, 3 & 4) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish a six-year license agreement with Southern California Toyota Dealers Advertising Association (Toyota). Toyota will provide four-wheel drive pickup trucks and sport utility vehicles, to include hybrid, plug-in hybrid, and electric vehicles (EV) for beach patrol and emergency response, in exchange for the exclusive rights to advertise their company as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Lifeguards.

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

1. Approve and instruct the Fire Chief, or his designee to sign the enclosed six-year License Agreement (Enclosure), which has been approved as to form by County Counsel, between the District and Toyota.
2. Delegate authority to the Fire Chief, or his designee, to execute amendments, suspensions, termination, or supplements associated with the administration and

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

management of the Agreement, in accordance with the approved agreement terms and conditions, and with County Counsel approval as to form.

3. Find that this Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to enable the District's Lifeguard Division the continued use of Toyota vehicles for beach patrol and emergency response to 72 miles of coastline in Los Angeles County. The vehicles afford the District the ability to patrol and provide year-round, daily emergency services and secure the safety of visitors. The Toyota vehicles are equipped with emergency medical services equipment, water rescue equipment, and patient transport equipment, all of which are vital in an emergency.

In accordance with this Agreement, Toyota will provide at least 67 vehicles, including nine hybrid vehicles and one EV. In exchange for usage of the vehicles, Toyota will continue to receive the following:

1. The exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Lifeguards";
2. Name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches;
3. Be prominently featured on the District's website;
4. Request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel;
5. Request participation of available personnel during Toyota's Special Events such as Water Safety Days and other promotional beach events.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3.G. Internal Controls and Processes, by continually maximizing revenue, managing, and maximizing County assets, measuring impact and effectiveness of our collective efforts, and enhancing County's fiscal strength through long-term planning. Toyota has the specialized experience, qualifications, and equipment to provide this service effectively, efficiently, and in a responsive manner that will support the District in meeting this goal.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. However, the District receives funding from the County General Fund for beach and ocean lifeguard services outside of the District's jurisdiction per the Beach and Ocean Rescue Services Agreement between the County and the District. The District estimates this Agreement will save approximately \$3.2 million in one-time purchase costs of 67 vehicles.

In accordance with the Agreement terms and conditions, Toyota will pay for all warranty repairs, and the District will be responsible for all other maintenance and service operating costs. Funding for the maintenance and service operating costs is included in the District's Fiscal Year 2024-2025 Adopted Budget and the District will continue to allocate the necessary funds for these costs as they arise.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout local beaches. Additionally, this Agreement will help ensure compliance with Board Policy 3.020, Clean Fuel – Sustainable Fleet, that provides standards on the transition of the County's motor vehicle fleet to zero-emission vehicles.

ENVIRONMENTAL DOCUMENTATION

This Agreement will not have a significant effect on the environment; and therefore, is exempt from CEQA, pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

CONTRACTING PROCESS

On October 3, 2023, the District released a Request for Proposals (RFP) to determine the availability of four-wheel drive EVs and/or alternative-fuel (i.e., hybrid, plug-in hybrid, hydrogen) pickup trucks and sport utility vehicles for beach patrol and emergency response.

The District posted the announcement on the Los Angeles County's WebVen portal, the District's contracting webpage, and placed an advertisement in the Los Angeles Times newspaper. Additionally, the RFP was sent directly to ten vendors from a mailing list developed by internal departmental research of vendors who manufactured four-wheel drive vehicles. Toyota was the only vendor that submitted a proposal, and their proposal was determined to be responsive and responsible.

Toyota complies with all Board and Chief Executive Office requirements, including Contractor Employee Jury Service, Safely Surrendered Baby Law, and the Defaulted Property Tax

The Honorable Board of Supervisors

August 6, 2024

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Reduction Program, and agree to maintain compliance with all requirements throughout the term of this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommend actions will ensure there is no impact on current services.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Marissa Martin Jensen, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Marissa.MartinJensen@fire.lacounty.gov

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

Handwritten signature of Anthony C. Marrone in blue ink.

ANTHONY C. MARRONE, FIRE CHIEF

ACM:cs

Enclosure

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

LICENSE AGREEMENT



BY AND BETWEEN

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

AND

**SOUTHERN CALIFORNIA TOYOTA DEALERS
ADVERTISING ASSOCIATION**

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LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on _____, 2024 ("Effective Date") by and between the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("LICENSOR")**, and **SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION ("LICENSEE")**.

RECITALS

WHEREAS, LICENSOR is a public agency within the County of Los Angeles in the State of California; and

WHEREAS, LICENSEE desires (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on LICENSOR-owned or operated vehicles ; (3) LICENSEE will be prominently featured on the District's Lifeguard Division's website; and (4) request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license described in this License Agreement, including the rights to use its Logos, trademarks and insignia's (collectively, "Insignias") as well as the right to grant access to the LICENSOR'S property for interviewing Lifeguard personnel (collectively referred to as "Rights"); and

WHEREAS, the intent of this Agreement is for LICENSOR to allow LICENSEE to (1) the exclusive right to advertise itself as the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on LICENSOR owned or operated vehicles ; (3) LICENSEE will be prominently featured on the LICENSOR's Lifeguard Division website; and (4) request the participation of LICENSOR's Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the LICENSOR and County Counsel, in exchange for LICENSEE to sponsor Sixty-Seven (67) vehicles (number of vehicles could be higher when vehicles are sitting in queue to be outfitted) to LICENSOR's Lifeguard Division for beach patrol and emergency response services;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties hereto mutually agree as follows:

1 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 1.1 **Agreement Year:** the 12-month period commencing on the date that this Agreement is executed by the Los Angeles County Board of Supervisors, which date shall become the effective date of this Agreement, and each following 12-month period thereafter throughout the term of this Agreement.
- 1.2 **Business Day:** A day of the week falling on Monday, Tuesday, Wednesday, Thursday, or Friday. Weekends and County holidays are excluded.
- 1.3 **LICENSOR:** The Consolidated Fire Protection District of Los Angeles County.
- 1.4 **LICENSEE/CONTRACTOR:** Southern California Toyota Dealers Advertising Association aka S.C.T.D.A.A.
- 1.5 **Lifeguard:** The Lifeguard Division and its safety employees of the County of Los Angeles Fire Department.
- 1.6 **Logo:** a co-branded logo which may be developed by the parties to this Agreement and mutually agreed upon in writing by parties to this Agreement but shall not include the official insignia of the County of Los Angeles.
- 1.7 **Lifeguard Motor Vehicles or Vehicles:** The marketing category to which this Agreement shall apply.
- 1.8 **Name Identification Space:** The space designated on the Sixty-Seven (67) vehicles hereinafter described to be acquired by LICENSOR.
- 1.9 **Premium(s):** Any promotional article(s) used for the purpose of increasing the sales of particular products, including those of LICENSEE.
- 1.10 **Product(s):** Any motor vehicle model(s) that are produced by LICENSEE.
- 1.11 **Trademark(s):** Any word(s), name(s), logo(s), symbol(s) or any combination thereof which, when used by a party to this Agreement, would distinguish the Product made or sold by it or services rendered by it from those goods made or sold or services rendered by others.
- 1.12 **Vehicles:** The minimum amount of Sixty-Seven (67) vehicles described in Section 4 below as to which the rights of possession and use are being granted hereunder by LICENSEE to LICENSOR for use by the beach lifeguards and beach lifeguard operations.

2 GRANT OF SPONSORSHIP RIGHTS

Subject to the terms of this Agreement and upon execution of this Agreement, LICENSOR shall grant to LICENSEE the exclusive right, within the category of "Lifeguard Motor Vehicles," to advertise on the property defined herein as the Vehicles, as well as the ancillary rights listed below which are adjunctive, but necessary incidents to the right to purchase advertising space on LICENSOR property.

2.1 LICENSOR grants to LICENSEE the right to generate publicity with respect to its status as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards," the "Los Angeles County Fire Department Ocean Lifeguards" and the "Los Angeles County Fire Department Beach Lifeguards" via press materials and/or other forms of communication to be distributed to the media for non-editorial purposes ("Publicity").

2.2 LICENSOR grants LICENSEE a license to use during the period of this Agreement, the Logos and its status as Sponsor under this Agreement in connection with the advertising and promotion of its products. LICENSEE understands that the rights granted herein with respect to the Logo are limited to use in connection with promotion of its Products and do not extend to any other products, goods or services. LICENSEE acknowledges that LICENSOR owns all right and title to the Logo, including any intellectual property rights to the Logo, and LICENSEE use of the Logo is pursuant to and subject to the license grant provided herein.

2.3 LICENSOR grants LICENSEE an exclusive license, within the category of "Lifeguard Motor Vehicles" (car/trucks), to use the following Trademarks, which have been used and adopted by the LICENSOR:

- "Official Truck/Vehicle of the Los Angeles County Fire Department Lifeguards"
- "Official Truck/Vehicle of the Los Angeles County Fire Department Ocean Lifeguards"
- "Official Truck/Vehicle of the Los Angeles County Fire Department Beach Lifeguards" "
- Official Vehicle Sponsor of the Los Angeles County Fire Department Lifeguards"
- "Official Vehicle Sponsor of the Los Angeles County Fire Department Ocean Lifeguards"
- "Official Vehicle Sponsor of the Los Angeles County Fire Department Beach Lifeguards".

- 2.4 The Logo and LICENSOR's trademarks are and shall remain exclusively the property of LICENSOR. LICENSEE shall not, directly or indirectly, at any time, and in any country, (a) register or attempt to register, in any manner, the Logo or LICENSOR's Trademarks, or (b) challenge the validity of the Logo or LICENSOR's Trademarks. LICENSEE recognizes the LICENSOR's exclusive ownership of the Logo and the LICENSOR's Trademarks.
- 2.5 LICENSOR grants LICENSEE the exclusive right to be known as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Fire Department Lifeguards, the Los Angeles County Fire Department Ocean Lifeguards and the Los Angeles County Fire Department Beach Lifeguards within the "Lifeguard Motor Vehicles" category. The right to be so designated with regard to non-LICENSOR sponsored events is contingent on LICENSOR having the legal right to grant such an exclusive right. If LICENSOR can legally grant such exclusive right to LICENSEE, it shall do so without any further consideration being paid by LICENSEE. All product exclusivity for promotional activity is granted pursuant to normal policies, procedures and government regulations.
- 2.6 LICENSOR grants LICENSEE the right to display its Trademark on signage at the LICENSEE's Special Events, which display will be subject to all federal, state and local laws including all land use and environmental regulations. LICENSEE must seek the prior written approval of the Fire Chief, thirty (30) Business Days prior to the contemplated date of use, and the Sponsor must indicate the time, place, quantity, color, size, nature of material to be used as signs, proximity to other structures, and length of time such signage is to be displayed.
- 2.7 LICENSOR will add a photo of LICENSEE's Lifeguard Vehicles to the Lifeguard Division page(s) of the Los Angeles County Fire Department website.

3 LICENSEE OBLIGATIONS

- 3.1 LICENSEE agrees that it will not cause or permit the Logos or Trademarks covered by this Agreement to be used or exploited in any manner contrary to public morals, or which violates prevailing standards of good taste, or reflects unfavorably upon the good name, good will, reputation and image, in whole or in part, of LICENSOR.
- 3.2 LICENSEE agrees to submit to LICENSOR for their prior written approval, all advertising, promotional television and radio commercials or any other display materials to be used by LICENSEE in connection with the Logos or Trademarks of LICENSOR. Such material shall be submitted not less than thirty (30) Business Days prior to its proposed release to the public.

- 3.3 LICENSEE agrees to submit for prior written approval to the LICENSOR, the signage design, size, nature of material, and desired location on the Vehicles for LICENSEE's Name Identification Space.
- 3.4 LICENSEE agrees not to use any Premium in connection with the rights herein granted unless prior written approval of such use has been obtained from LICENSOR.
- 3.5 LICENSEE agrees not to manufacture any Premium using LICENSOR's Logos unless prior written approval has been granted by LICENSOR.
- 3.6 If LICENSEE desires to sell or distribute for sale any Premium bearing the Logo(s) and/or Trademark(s) of LICENSOR, a separate licensing agreement shall be negotiated between LICENSOR and LICENSEE.
- 3.7 LICENSEE agrees to submit for prior written approval to the LICENSOR, requests for interviewing LICENSOR's Lifeguard personnel.
- 3.8 LICENSEE agrees to submit for approval all filmed material to LICENSOR prior to public dissemination and broadcast.

4 CONSIDERATION

4.1 Vehicles

See "Motor Vehicle License Agreement" for vehicle listing.

4.1.1 Replacement Schedule

Vehicles must be replaced within a maximum model cycle of six (6) years. The replacement vehicles shall be delivered upon completion of any approved modifications.

4.1.2 License and Registration

The LICENSOR shall license and register each of the Vehicles and shall pay all required registration and license fees. LICENSEE will cooperate with the LICENSOR by providing any requested documentation to assist the LICENSOR in filing required documentation with the California State Department of Motor Vehicles as necessary to obtain E-plates.

4.1.3 Drivers

The LICENSOR agrees that only LICENSOR authorized employees will be allowed to operate the Vehicles, and that any such employee shall: possess a valid and current driver's license issued in the United States; be at least 18 years of age; have successfully

completed the LICENSOR's Beach Driving Awareness and/or Beach Driving Operations training course; meets the LICENSOR's physical fitness requirements for operating a vehicle; and will be subject to the LICENSOR's Standards of Behavior and disciplinary process for any driving related infractions.

4.1.4 Branding

The LICENSOR shall co-brand the Vehicles with the Logo and an acknowledgment of the Vehicles as the "Official Truck of the Los Angeles County Fire Department Lifeguards" and/or any of the designated names set forth in this Agreement. Decals must be pre-approved by LICENSEE and LICENSEE will be responsible for providing any agreed-upon LICENSEE decals. The LICENSOR shall provide photographs of each Vehicle to LICENSEE once a Vehicle is decaled. The LICENSOR shall pay for decal production, installation and removal.

4.1.5 Scheduled Service and Regular Maintenance

Basic service and maintenance, such as oil changes and routine service, will be provide byLICENSOR.

4.1.6 Safety Equipment/Modifications

LICENSEE agrees that LICENSOR, in its discretion, may outfit vehicles with safety equipment, including but not limited to radios and light bars. The responsibility of the cost for Safety Equipment/Modifications is that of the LICENSOR. However, LICENSOR shall not be responsible for any cost to repair vehicles modified to suit LICENSOR's Lifeguard needs and/or "wear and tear" associated with such modifications. The LICENSOR is responsible for the installation and removal of all Vehicle accessories, such as radios and light bars, racks, additional roof accessories, and tinting of windows of the Vehicles, that were not in or attached to the Vehicles at delivery (collectively, "Accessories"). All such installations must be removed prior to return of the Vehicles, all of the foregoing at the LICENSOR's sole cost. All such installations must (a) be in compliance with all applicable laws, rules and regulations, (b) not in any way impact, cover and/or otherwise impair the ability to view warnings affixed to the Vehicle (e.g., the warnings regarding the airbag system on the visor), or (c) not impact the safety or operational features of the Vehicle (i.e., not adversely impact visibility while operating the Vehicle, not impact in any way the compliance of the Vehicle with the Motor Vehicle Safety Act or other applicable Federal motor vehicle safety standards). The LICENSOR shall be solely responsible and liable for any Claims arising from installation of such Accessories.

4.1.7 Vehicle Build Out Equipment

Upon execution of the agreement, LICENSOR will provide the following necessary safety and lifeguard related equipment for use to outfit rescue vehicles:

- Leitner Marine Safety Complete Truck Bed Solution for Lifeguard Tacoma rescue vehicle (51 Units)
- Leitner Marine Safety Complete Truck Bed Solution for Lifeguard Tundra rescue vehicle (15 Units)
- Goose Gear Seat Delete and Storage Solution for Lifeguard Tacoma rescue vehicle (51 Units)
- Goose Gear Seat Delete and Storage Solution for Lifeguard Tundra rescue vehicle (15 Units)
- Coaxial Cabling (150 units)
- Forward Alarm ECCO-BU-92 (67 Units)
- Rear Alarm ECCO-ECU-510 (67 Units)
- Lighting Package – Lightbar, Sirens, Speaker (67 Units)

5 TERM

This Agreement shall commence on _____, 2024, and shall continue until _____, 2030, unless sooner terminated as set forth in Section 9, Termination, or otherwise as set forth in this Agreement.

6 BUY-OUT OPTION

6.1 At the termination of this Agreement by both parties, LICENSOR shall have the option to purchase any or all of the Vehicles due to be returned to LICENSEE as outlined in Section 4 at prices mutually agreed by both parties and/or LICENSEE's lease inception, but in no event later than at least twelve (12) months prior to the termination of this Agreement.

6.2 If LICENSOR elects to exercise such buy out options, it must notify LICENSEE in writing at least twelve (12) months prior to the termination of this Agreement.

7 INDEMNIFICATION

7.1 LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, the County of Los Angeles, the Board of Supervisors, and its officials, agents, employees, volunteers, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, fees, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of, related to or resulting from Sponsor 's

marketing and promotion of its designation and/or status as "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Fire Department Lifeguards , the Los Angeles County Fire Department Ocean Lifeguards and the Los Angeles County Fire Department Beach Lifeguards (or other such designation as allowed in Section 2), including but not limited to LICENSEE's activities in connection with Sponsor's Special Events, Premium distributions, wrongful use of Logo and Trademark(s), and all advertisement, promotional and display material, as well as Sponsor's rights granted in Sections 2 and 3 above. LICENSEE's indemnification shall extend to any claim of false or deceptive advertising and to the failure of LICENSEE or those acting under it, to comply with the terms and conditions of this Agreement. LICENSOR shall be reimbursed by LICENSEE for all costs and attorneys' fees incurred by LICENSOR in enforcing this obligation. LICENSEE will conduct all defense at its sole cost and expense and the LICENSOR shall approve selection of LICENSEE's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Sponsor. All new vehicle warranties shall remain in effect and LICENSEE shall indemnify LICENSOR for all damages arising from defects in the Vehicles as manufactured. LICENSEE shall defend, indemnify and hold harmless the LICENSOR, as well as its respective Board of Supervisors, and its officials, agents, employees, successors, and assigns against all liability for illegal competition or trade practices, common-law and/or statutory, which are based on the rights granted by LICENSOR pursuant to the terms of this Agreement.

- 7.2 LICENSOR agrees to defend, indemnify and hold harmless the LICENSEE, its affiliated, subsidiary and parent companies and their respective officers, agents and employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of LICENSOR 's own use or possession of the Vehicles; the services performed or actions taken by LICENSOR, or those acting under it, in connection with this Agreement, including LICENSOR's use of the Vehicles in connection with the operation and management of any event or activity, including but not limited to any claims for damage, injury, liability, cost and/or death (including without limitation, attorneys' fees and costs and other Claims) that may occur while driver is operating and/or as a result of such driver operating the Vehicle; LICENSOR 's wrongful use of Logo and Trademark(s) and, the failure of LICENSOR, or those acting under it, to comply with the terms and conditions of this Agreement. However, LICENSOR shall not be responsible for any claims or damages arising solely from the gross negligence or willful misconduct of LICENSEE or for any damages or claims caused by a manufacturing defect in a Vehicle provided hereunder.

- 7.2.1 District will conduct the defense at its sole cost and expense. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by District.

8 INSURANCE

LICENSOR is self-insured and will provide LICENSEE with a letter agreeing to provide full insurance coverage for all the Vehicles and any replacement Vehicles during the term of this Agreement in the amounts listed as follows:

Bodily Injury:	\$1,000,000 per occurrence
Liability Property Damage:	\$500,000 per occurrence
Medical Payments:	\$ 2,000 per occurrence
Uninsured Motorists:	\$15,000 per occurrence
Comprehensive Collision:	Value of Vehicle

The above will be satisfied by the issuance of a Certificate of Self-Insurance for one million dollars (\$1,000,000) combined single limit coverage. LICENSEE may terminate this Agreement effective immediately upon written notice to LICENSOR. In the event LICENSOR fails to provide or maintain the insurance stated immediately above.

8.1 GENERAL INSURANCE PROVISIONS

Without limiting Licensee's indemnification of Licensor, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of this License. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

- a. Evidence of Coverage and Notice to Licensor: Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to commencing services under this License.
 - i. Renewal Certificates shall be provided to Licensor not less

than 10 days prior to Licensee's policy expiration dates. Licensor reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Licensor required endorsement forms.
- iii. Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

*County of Los Angeles
Consolidated Fire Protection District of Los Angeles County
Materials Management Division/Contracts Section
5801 S. Eastern Ave., Suite 100, Commerce, CA 90040
Attention: Carlos Santiago, Contract Administrator*

- iv. Licensee also shall promptly report to Licensor any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify Licensor of any third-party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.
- b. Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the Licensor.

County (and its Agents) additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor and its Agents as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- c. Cancellation of or Changes in Insurance. Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this License.
- d. Failure to Maintain Insurance. Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.
- e. Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by Licensor.
- f. Licensee's Insurance Shall Be Primary. Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensee. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.
- g. Waivers of Subrogation. To the fullest extent permitted by law, Licensee hereby waives its and its insurer(s)' rights of recovery against Licensor under all the Required Insurance for any loss arising from or related to this License. Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

- h. Sub-Contractor Insurance Coverage Requirements. Licensee shall include all Sub-contractors as insureds under Licensee's own policies or shall provide Licensor with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the Licensor and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain Licensor's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- i. Deductibles and Self-Insured Retentions (SIRs). Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- j. Claims Made Coverage. If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination, or cancellation.
- k. Application of Excess Liability Coverage. Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.
- l. Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- m. Alternative Risk Financing Programs. The Licensor reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- n. Licensor Review and Approval of Insurance Requirements. The Licensor reserves the right to review and adjust the Required Insurance provisions conditioned upon Licensor's determination of changes in risk exposures.

8.2 Commercial General Liability Insurance with a combined single limit of liability of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000

8.3 Professional Liability Insurance with minimum limits of:

\$1,000,000 per each claim
\$3,000,000 aggregate

8.4 Commercial Automobile Insurance with a combined single limit of not less than:

\$1,000,000 each person
\$1,000,000 each occurrence

8.5 Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

9 TERMINATION

9.1 LICENSEE shall have the right to terminate this Agreement in whole or in part, for cause, upon thirty (30) days prior written notice to LICENSOR for cause, with an opportunity to cure in 30 days; or without cause upon one hundred eighty (180) days prior written notice to LICENSOR. Upon receipt of any termination notice, LICENSOR shall discontinue services on the date stated and to the extent specified in the notice. For cause" includes but is not limited to: (1) fraud, (2) a material breach of this Agreement, (3) where a party fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required, (4) a party that fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days after receipt of notice specifying such failure.

9.2 Upon the termination of this Agreement, or upon request of LICENSEE after a termination notice is provided, LICENSOR will surrender to LICENSEE all Vehicles, which are then in LICENSOR'S possession, within one hundred eighty (180) days. LICENSOR shall return the Vehicle(s) to LICENSEE in the same condition as received, with reasonable wear and use

accepted .Further, LICENSOR shall return all memoranda, notes, records, drawings, manuals, software, and all other materials which are the property of LICENSEE, or which contain information which is proprietary to LICENSEE. LICENSOR will not retain any copies of any Confidential Information of Sponsor.

9.3 Despite LICENSOR'S best efforts, should LICENSOR be unable to procure and obtain substitute vehicles within one hundred eighty (180) days, LICENSEE will grant an additional sixty (60) days for vehicle surrender, subject to written consent by LICENSEE.

9.4 LICENSEE shall remove any Logos, insignias or images that are proprietary of the LICENSOR once LICENSEE receives any surrendered Vehicle from LICENSOR. LICENSEE shall remove, cease to distribute and/or publicly broadcast any Logos, or LICENSOR insignias or proprietary materials and products upon termination of this Agreement.

10 RELEASES

LICENSEE shall be responsible for obtaining all necessary consents including the written consent of LICENSOR employees featured in any filmed testimonials and LICENSOR expressly authorizes LICENSEE to obtain releases from its employees at LICENSEE's discretion. LICENSEE understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR employee gave their consent. It is the sole responsibility of the LICENSEE to obtain any releases from any member of the public it has filmed during any filming. Such releases shall also include language which releases the County of Los Angeles, its directors, officers and employees.

11 SPONSOR MARKS

LICENSOR shall obtain written approval from LICENSEE prior to use of any LICENSEE logos, service marks, trade names or trademarks owned by LICENSEE and/or its affiliates (collectively, the "Sponsor Marks") by the LICENSOR or any of its respective agents, representatives, employees or contractors, except as otherwise specifically required in this Agreement. If LICENSEE grants its approval for the LICENSOR to use the Sponsor Marks pursuant to this Agreement, the Sponsor Marks shall be used only in the exact form, style and type expressly allowed by LICENSEE. The Sponsor Marks are and shall remain exclusively the property of LICENSEE (and/or its designated affiliates). The LICENSOR shall not, directly or indirectly, during the Term hereof or at any time thereafter, in any country (a) register or attempt to register, in any manner, any of the Sponsor Marks or (b) challenge the validity of any of the Sponsor Marks. The LICENSOR recognizes LICENSEE'S exclusive ownership of the Sponsor Marks. The LICENSOR shall not use the Sponsor Marks in any way which would tend to aid any competitor of LICENSEE, or in any other manner that would bring the same (or its products) into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency.

The LICENSOR shall not use the Sponsor Marks to incur any obligation or indebtedness on behalf of LICENSEE or to hold itself out as being or representing LICENSEE or any of its affiliates. The obligations of the LICENSOR under this paragraph will survive expiration or termination of this Agreement.

12 DEFAULT AND REMEDIES

- 12.1 The following events shall constitute an Event of Default ("Event of Default") under this Agreement be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:
- 12.2 Either party fails to cause to be carried and maintained the insurance required under Section 9 hereof.
- 12.3 Either party shall make any material misrepresentation or shall breach any warranty made herein.
- 12.4 Either party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief.
- 12.5 Either party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of thirty (30) days after the receipt of written notice thereof from the non-defaulting party; or
- 12.6 Either party should commit an act, which brings its name into disrepute, or otherwise substantially diminishes the value of the Sponsorship association for the other party. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting party may declare, at its option, this Agreement to be in default and: (1) may immediately terminate this Agreement without any liability whatsoever; (2) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (3) may exercise any other right or remedy available to it under law or in equity; or (4) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

13 STANDARD TERMS AND CONDITIONS

13.1 Amendments

- 131.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 13.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.
- 13.1.3 The Fire Chief or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Fire Chief or his designee.

13.2 Assignment and Delegation/Mergers or Acquisitions

- 13.2.1 The contractor must notify the District of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the District of pending acquisitions/mergers, then it should notify the District of the actual acquisitions/mergers as soon as the law allows and provide to the District the legal framework that restricted it from notifying the District prior to the actual acquisitions/mergers.
- 13.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, District consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract will be deductible, at District's sole discretion, against the claims, which the contractor may have against the District.
- 13.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of

same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

13.3 Authorization Warranty

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

13.4 Complaints

The contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

13.5 Compliance with Applicable Law

13.5.1 In the performance of this Contract, contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

13.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation,

County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13.6 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the District:

- 13.6.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 13.6.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 13.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 13.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

13.7 Compliance with the County's Jury Service Program

13.7.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

13.7.2 Written Employee Jury Service Policy

Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no

less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

13.7.3 If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

13.7.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

13.8 Conflict of Interest

- 13.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 13.8.2 The contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

13.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

13.10 Consideration of Hiring GAIN-GROW Participants

- 13.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors must report all job openings

with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

- 13.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees must be given first priority.

13.11.1 Contractor Responsibility and Debarment

13.11.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

13.11.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

13.11.3 Non-responsible Contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

13.11.4 Contractor Hearing Board

- 13.11.4.1 If there is evidence that the contractor may be subject to debarment, the District will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 13.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the District will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 13.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 13.11.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 13.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least

five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

13.11.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

13.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

13.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

13.13.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

13.13.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the contractor's

duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

13.14 Damage to District Facilities, Buildings or Grounds

- 13.14.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 13.14.2 If the contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs must be repaid by the contractor by cash payment upon demand.

13.15 Employment Eligibility Verification

- 13.15.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 13.15.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining

to the eligibility for employment of any persons performing work under this Contract.

13.16 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The District and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

13.17 Fair Labor Standards

The contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

13.18 Force Majeure

13.18.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

13.18.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the

subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 13.18.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

13.19 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

13.20 Independent Contractor Status

- 13.20.1 This Contract is by and between the District and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 13.20.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 13.20.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the District. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

13.21 Nondiscrimination and Affirmative Action

- 13.21.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 13.21.2 Contractor certifies to the District each of the following:
 - 13.21.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 13.21.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 13.21.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 13.21.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 13.21.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 13.21.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 13.21.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 12.21.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 13.21 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 13.21.7 If the County finds that any provisions of this Paragraph 13.21 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 13.21.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the District will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

13.22 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the contractor. This Contract will not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

13.23 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

13.24 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned

Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

13.25 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

13.26 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Fire Chief or his designee shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

13.27 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

13.28 Public Records Act

13.28.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act), and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure

of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 13.28.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret,” “confidential,” or “proprietary,” the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

13.29 Recycled Bond Paper

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

13.30 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

13.31 Waiver

No waiver by the District of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

13.32 Warranty Against Contingent Fees

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

13.33 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

13.34 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

13.35 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the District will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

13.36 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract.

13.37 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a

workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (or designee) and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this ____ day of _____, **2024**.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY
(LICENSOR)

By _____
Fire Chief

By SOUTHERN CALIFORNIA TOYOTA DEALERS ADVERTISING ASSOCIATION
(LICENSEE)

Signed: _____

Printed: _____

Title: _____

DAVIS ELEN ADVERTISING as agent the SOUTHERN CALIFORNIA TOYOTA
DEALERS ADVERTISING ASSOCIATION

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel