



ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN
*"Proud Protectors of Life,
the Environment, and Property"*

COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

www.fire.lacounty.gov



BOARD OF SUPERVISORS

HILDA L. SOLIS, CHAIR FIRST DISTRICT	HOLLY J. MITCHELL SECOND DISTRICT	LINDSEY P. HORVATH THIRD DISTRICT
JANICE HAHN FOURTH DISTRICT	KATHRYN BARGER FIFTH DISTRICT	

January 13, 2026

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:

AGREEMENT WITH THE KEVIN WOYJECK EXPLORERS FOR LIFE ASSOCIATION, INC. (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a foundation agreement (Agreement) with the Kevin Woyjeck Explorers For Life Association, Inc. (KWEExplorers), a California non-profit public benefit corporation, for the provision of volunteer services contemplated in this Agreement by the KWEExplorers to the District.

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

1. Authorize the Fire Chief, or his designee, to enter into the Agreement, in substantially similar form as enclosed, with the KWEExplorers.
2. Delegate authority to the Fire Chief, or his designee, to execute all future amendments, terminations with advance Board notification, modifications, extensions, and augmentations relative to the Agreement, as necessary.
3. Authorize the KWEExplorers to utilize the District's and/or County logo on the KWEExplorers' website to show the partnership and for any joint function or event to use the District's and/or County logo for flyers, handouts, promotional materials, etc. as long as the Agreement is in effect.
4. Approve District employees, as identified in the attached agreement, to serve in KWEExplorers

positions as unpaid volunteers where they may exercise direction and control of foundation operations and for KWExplorers, at their discretion.

5. Find the aforementioned actions as exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement will improve the District's ability to assist participants in fire career related explorer and cadet programs. The KWExplorers provides disadvantaged participants with scholarships to fire explorer and cadet programs, financial assistance to attend emergency medical technician and paramedic schools, safety equipment to pursue a career in fire service, and access to tools to help the participants follow their career goals and participate in events and camps where they can gather confidence, team building skills, and network within the fire community.

The Agreement will allow KWExplorers to fundraise and accept in-kind donations designated for the District's Explorer Program. KWExplorers is required to maintain funds donated for the District's Explorer Program in a separate account and the funds must be expended for the benefit of the District's Explorer Program. Should the Agreement terminate, all such funds must be distributed to the District's Explorer Program.

The County Fiscal Manual (CFM), Chapter 16, Departmental Foundations/Support groups, requires the District to enter into Board approved agreements with affiliated foundations. The District seeks to be formally affiliated with the KWExplorers by entering into the Agreement. The term of the Agreement is open and will remain in effect unless and until terminated by either party. The District or the KWExplorers may terminate this Agreement without cause upon a 30-day written notice.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan:

- North Star 3, Focus Area Goal A, Strategies i: Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.
- North Star 3, Focus Area Goal B, Strategies i: Outreach and Recruitment: Conduct outreach, recruitment and hiring to increase diversity and inclusivity using best practices.

FISCAL IMPACT/FINANCING

This Agreement will have no fiscal impact to the District and no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be administered by the District and is being entered into pursuant to the CFM, in order to set forth the respective duties and obligations of the District and KWExplorers with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of District resources.

The KWExplorers is a duly incorporated nonprofit public benefit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement.

The Agreement will be effective upon approval by both parties and shall remain in effect until terminated by either party.

County Counsel has approved this agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from CEQA according to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the District to collaborate with the KWExplorers to prepare participants for a career in fire service.

CONCLUSION

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

Consolidated Fire Protection District of Los Angeles County
Attention: Marcia Velasquez, Head, Planning & Executive Support
1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District contact may be reached at (213) 466-5596.

The Honorable Board of Supervisors
1/13/2026
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Respectfully submitted,

A handwritten signature in blue ink that reads "Anthony C. Marrone". The signature is fluid and cursive, with "Anthony" and "C." on the first line and "Marrone" on the second line.

ANTHONY C. MARRONE
FIRE CHIEF

ACM:skk

Enclosures

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

AGREEMENT BY AND BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND
THE KEVIN WOYJECK EXPLORERS FOR LIFE ASSOCIATION, INC.

This AGREEMENT is made and entered into this _____ day of _____, 2025, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "**DISTRICT**" and the **KEVIN WOYJECK EXPLORERS FOR LIFE ASSOCIATION, INC.**, referred to as "**KWEXPLORERS**" a California nonprofit corporation.

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

WHEREAS, KWEXPLORERS was founded in 2013 and incorporated in 2014 with its objective under its By-Laws to assist young men and women participate in fire career related explorer and cadet programs. KWEXPLORERS provides disadvantaged youths with scholarships to fire explorer and cadet programs, financial assistance to attend Emergency Medical Technician and paramedic schools, safety equipment to pursue a career in fire service, and access to tools that help them follow their career goals, and participate in events and camps where they can gather confidence, team building skills, and network within the fire community and additionally, it provides scholarships, financial and in-kind donation support to fire explorer programs at fire departments, as a way to honor Kevin Woyjeck;

WHEREAS, the parties recognize the mutual benefit of the relationship between DISTRICT and KWEXPLORERS, and DISTRICT, in so doing will provide support to KWEXPLORERS, as described herein; and

WHEREAS, KWEXPLORERS is a duly incorporated domestic 501(c)(3) non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement.

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DISTRICT and KWEXPLORERS 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 KWEXPLORERS may perform the services provided for herein.

2. KWEXPLORERS OBLIGATIONS

KWEXPLORERS shall provide the following services to the DISTRICT:

- a. KWEXPLORERS, as a nonprofit corporation, may solicit donations, including but not limited to, equipment, monetary, and other related resources from private entities in accordance with KWEXPLORERS By-Laws and all applicable federal, State, and local laws.
 - i. Where donations are solicited utilizing County resources (e.g. personnel, DISTRICT property, merchandising of the DISTRICT name, etc.), advance written approval by DISTRICT Fire Chief or their designee, is necessary. Each item that is merchandised using the DISTRICT name must be approved by DISTRICT Fire Chief or their designee. Any approvals by the DISTRICT for use of DISTRICT name is non-transferrable. Any donations received in the name of the DISTRICT and/or County of Los Angeles must be immediately forwarded to DISTRICT.
 - ii. KWEXPLORERS shall disclose to potential donors the types of items, activities, and programs for which donations will be used.
- b. KWEXPLORERS will collect and maintain in-kind donations, as necessary, and, in a separate account, financial donations designated for the DISTRICT's Explorer Program, and in addition, will expend those donations for the benefit of the DISTRICT's Explorer Program, in consultation with the DISTRICT.
- c. KWEXPLORERS and the DISTRICT will mutually cooperate to ensure compliance with applicable DISTRICT/County of Los Angeles foundation policies (such as those in the County Fiscal Manual, County's Policy of Equity, DISTRICT's Foundations Policy) including ensuring that DISTRICT employees engaging in KWEXPLORERS activities do so in an off-duty capacity, unless it is authorized in writing by the DISTRICT Fire Chief or their designee.
- d. KWEXPLORERS will provide goodwill to the DISTRICT.
- e. KWEXPLORERS shall immediately notify the DISTRICT if KWEXPLORERS is considering amending its By-Laws or its Articles of Incorporation that would change its purpose or objectives in any manner, or if the amendment could create a conflict of interest so as to allow the DISTRICT Fire Chief or

their designee to determine if such changes impacts the nature of the relationship between DISTRICT and KWEXPLORERS as stated herein.

- f. KWEXPLORERS and the DISTRICT will mutually cooperate to ensure that any use of County time, materials, or resources, are authorized in advance by the DISTRICT Fire Chief.
- g. KWEXPLORERS will purchase all supplies and equipment at its own expense for its own exclusive use, unless authorized in writing by the DISTRICT Fire Chief or their designee.
- h. KWEXPLORERS shall maintain its books in compliance with accepted accounting standards and satisfactorily provide the following information and/or reports to the DISTRICT/County of Los Angeles:
 - i. Submit to the DISTRICT the Annual Reporting Form for Foundation Activities, a California Exempt Organization Annual Information Return (Form 199), a list of assets, and, if applicable, a list of all County officers and employees who received compensation (e.g. salary, bonus, etc.) from the KWEXPLORERS identifying the compensation received for the past year for their services and, pursuant to Section j. below, a list of all County officers and employees who KWEXPLORERS anticipates will receive compensation and their foundation position no later than August 31st annually.
 - ii. Upon written request by the DISTRICT, KWEXPLORERS will make available to DISTRICT and the Los Angeles County Auditor-Controller any requested founding documents, records of officers/members performing work pursuant to this agreement, and/or DISTRICT employee work releases for KWEXPLORERS, and financial records associated with items/programs/services provided to the DISTRICT for review and audit within 30 days. This provision shall survive for five years after termination of the Agreement.
 - iii. Upon written request by the DISTRICT, KWEXPLORERS will provide an account of and supporting documentation for the tangible/intangible benefits provided to DISTRICT in a format designated by the DISTRICT that describes the items/programs/services provided. This provision shall survive for five years after termination of the Agreement.
 - iv. KWEXPLORERS will maintain federal and State tax-exempt eligible status and any required business license(s) if it solicits monetary donations from the public and upon written request by the DISTRICT, not less than 30 days' notice, provide related documentation to the DISTRICT. KWEXPLORERS shall immediately notify the DISTRICT if its tax-exempt status is suspended, delinquent, revoked, or is otherwise not in good standing with the Internal Revenue Service,

California Franchise Tax Board, California Secretary of State, California Attorney General's Registry of Charities and Fundraisers, or any other agency.

- v. KWEXPLORERS will maintain an insurance policy including, but not limited to, general liability insurance with the DISTRICT and County as additional insureds, and Directors & Officers insurance.
- i. KWEXPLORERS must comply with Los Angeles County Code Section 5.44.030, which requires KWEXPLORERS to obtain prior written approval of the County Board of Supervisors to provide compensation to a County employee for services rendered to KWEXPLORERS. DISTRICT employees, who receive compensation from the KWEXPLORERS who are in an official decision-making position for the KWEXPLORERS or perform administrative or support functions on County time for the KWEXPLORERS on a recurring basis, must disclose this information and complete the annual Employee Report on Outside Employment Activities to the DISTRICT. This provision shall survive after termination of the Agreement.
 - i. County employees Justine Molloy and Lafonda Riggins presently serve on KWEXPLORERS' Board of Directors. KWEXPLORERS must obtain Board of Supervisors' advance approval prior to any additional County/DISTRICT employees serving on KWEXPLORERS Board where they exercise direction and control of the foundation's operations, pursuant to the Los Angeles County Fiscal Manual 16.1.3. DISTRICT and KWEXPLORERS will cooperate to obtain Board of Supervisors approval. Once approved, DISTRICT and KWEXPLORERS may amend the Agreement to include the County employees as Exhibit A.
- j. Should the KWEXPLORERS enter into any contracts or agreements that involve DISTRICT or County property or information, impact DISTRICT operations, or software that involves the DISTRICT, advance written approval is required by DISTRICT Fire Chief and subject to County Counsel review. A failure to do so will not obligate the DISTRICT to comply or cooperate with such agreements or contracts and does not bind the DISTRICT or County. This provision shall survive the termination of the Agreement.
- k. This Agreement grants KWEXPLORERS a license to use, during the period of this Agreement, the DISTRICT's and/or County's logo and name to show its affiliation with the DISTRICT and/or County, to fundraise for DISTRICT programs, and to further the parties' relationship and intent of this Agreement, which is to benefit the DISTRICT Explorer program. The license granted herein, is non-transferable and its use can only be authorized by the County of Los Angeles Board of Supervisors. Merchandising of DISTRICT and/or County logo is subject to a separate agreement. KWEXPLORERS acknowledge DISTRICT and County owns all rights and title to DISTRICT

and County logos and insignia, including any intellectual property rights to the logos and insignias. KWEXPLORERS use of the DISTRICT and/or County logo is pursuant to and subject to the license grant provided herein.

- I. Any information, including but not limited to employee information, or DISTRICT junior programs' participant/family information, obtained by KWEXPLORERS through its relationship with DISTRICT must be maintained in a secure manner within the capabilities of KWEXPLORERS and kept confidential, as legally required and consistent with County standards. This provision shall survive the termination of the Agreement.

3. DISTRICT OBLIGATIONS

DISTRICT will assist KWEXPLORERS in the aforementioned services by providing, as legally permissible, the following:

- a. At the discretion of the DISTRICT, assist KWEXPLORERS in providing releases for key positions to attend monthly board meetings, KWEXPLORERS events, DISTRICT-approved meetings, projects, and events.
- b. DISTRICT will account for all costs incurred to support and monitor the KWEXPLORERS and are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.). The KWEXPLORERS shall cooperate in assisting the DISTRICT to account for said costs.
- c. DISTRICT costs incurred on behalf of the KWEXPLORERS should be commensurate with the volume and significance of the benefit received (i.e., KWEXPLORERS benefit to DISTRICT should outweigh the DISTRICT's costs incurred in maintaining the relationship). The DISTRICT will notify the KWEXPLORERS concerning any cost-benefit concerns related to this Agreement.
- d. DISTRICT will monitor to ensure KWEXPLORERS activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- e. DISTRICT shall have no duty of payment, obligation or liability to KWEXPLORERS, its employees, officers, agents, vendors or subcontractors.

4. KWEXPLORERS EMPLOYEES AND EQUIPMENT

KWEXPLORERS agrees that KWEXPLORERS has secured or will secure at KWEXPLORERS' 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

KWEXPLORERS supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from the DISTRICT.

5. CONFLICT OF INTEREST

- a. KWEXPLORERS and its Board of Directors shall comply with all conflict-of-interest laws, ordinances, and regulations identified by the DISTRICT that are now in effect or hereafter to be enacted during the term of this Agreement. KWEXPLORERS warrants that it is not now aware of any fact which creates a conflict of interest. If the KWEXPLORERS 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 the DISTRICT. Full written disclosure shall include, without limitation, identification of all persons implicated, and a complete description of all relevant circumstances. Failure to do so may be cause for immediate termination by the DISTRICT.
- b. The parties agree to maintain its relationship and operations consistent with Chapter 16 – Departmental Foundations/Support Groups, of the County Fiscal Manual.

6. TERMINATION

DISTRICT or KWEXPLORERS may terminate this Agreement without cause upon a 30-day written notice. All operations, except as noted herein, under this Agreement shall cease effective the 30th day after receipt of notice of termination. Upon termination of this Agreement by either party, KWEXPLORERS will immediately and permanently cease all fundraising activities and efforts conducted in the name of, in association with, and/or referring to DISTRICT or its programs. KWEXPLORERS may continue to function in accordance with its charter and by-laws, but will immediately and permanently cease all use of, association with, or referral to DISTRICT or its programs, in its name or activities. All donations/funds received by KWEXPLORERS for the benefit of the DISTRICT and/or its programs, or donations/funds collected due to the use of the DISTRICT's name and likeness, shall be distributed to the DISTRICT, or their designee, within 30 days of termination.

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 KWEXPLORERS has adopted or amended its By-Laws or amended its Articles of Incorporation with the result that, as determined by the DISTRICT Fire Chief or their designee, KWEXPLORERS policies or programs conflict with the purpose originally declared in KWEXPLORERS Articles of

Incorporation or with the purpose of this Agreement, DISTRICT shall notify KWEXPLORERS immediately concerning any such conflict and shall provide KWEXPLORERS with 30 days to amend its By-Laws or Articles of Incorporation so as to resolve any such conflict or potential conflict. If, after 30 days' notice the conflict or potential conflict has not been resolved, the DISTRICT Fire Chief may terminate this Agreement forthwith and/or seek available legal remedies, and KWEXPLORERS shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the DISTRICT.

9. CONFIDENTIALITY

- a. KWEXPLORERS shall maintain the confidentiality of all records, including those obtained through its relationship with the DISTRICT, marked as "confidential," including records that contain Protected Health Information, Personally Identifiable Information, and/or financial records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges. Any documents submitted by KWEXPLORERS and this Agreement become the exclusive property of the County/DISTRICT. 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 7920.000 et seq. (Public Records Act), and which are marked "trade secret," "confidential," or "proprietary." The County/DISTRICT 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.
- b. DISTRICT shall maintain the confidentiality of all records, including but not limited to KWEXPLORERS records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.
- c. This provision shall survive the termination of the Agreement.

10. INDEMNIFICATION

- a. Except as otherwise provided, KWEXPLORERS agree to indemnify, defend and save harmless DISTRICT/County of Los Angeles, its agents, officers and employees ("County Indemnitees") 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 KWEXPLORERS 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, KWEXPLORERS shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

- b. Except as otherwise provided, DISTRICT agrees to indemnify, defend and save harmless KWEXPLORERS or any member of its Board of Directors ("KWEXPLORERS Indemnitees") 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 out of an action or omission to act by the DISTRICT 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.
- c. This provision shall survive the termination of the Agreement.

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 KWEXPLORERS.

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

KWEXPLORERS agree that DISTRICT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, timecards, or other records relating to this Agreement. Such material shall be kept and maintained by KWEXPLORERS at a location in Los Angeles County for a period of five years after completion of this relationship, unless the DISTRICT provides written permission to dispose of such material

prior to the end of such period. This provision shall survive the termination of the Agreement.

15. **COMPLIANCE WITH LAWS**

- a. KWEXPLORERS and DISTRICT will comply in all respects with applicable federal, State, and local laws, including but not limited to non-profit and anti-discrimination requirements of the Los Angeles County ordinances and State regulations and as it pertains to the performance of this Agreement.

16. **NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE**

- a. KWEXPLORERS hereby certifies and agrees that it will comply with the County Policy of Equity, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX 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. KWEXPLORERS agrees and certifies that the policies and regulations provided in 16(a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, X (formerly Twitter) and the like. KWEXPLORERS agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. KWEXPLORERS 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. KWEXPLORERS 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.

17. **RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING**

KWEXPLORERS agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for

performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

18. GOVERNING LAW

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

19. SEVERABILITY

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

20. NOTICE

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

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

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

The Kevin Woyjeck Explorers for Life Association, Inc.
1077 E. Pacific Coast Highway #219
Seal Beach, CA 90740

21. COORDINATORS

The DISTRICT's Agreement Coordinator, or another designated person designated by the DISTRICT Fire Chief, shall be the DISTRICT Director of Program and shall have the authority to administer the Agreement on behalf of DISTRICT. Said coordinator or their designee shall be mutually acceptable to both the DISTRICT and the KWEXPLORERS. KWEXPLORERS shall provide a representative to be available to the 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 KWEXPLORERS 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.

23. **WAIVER**

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

24. **MISCELLANEOUS**

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 immediately cancel, terminate, or suspend this Agreement and/or seek other legal remedies.

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

THE KEVIN WOYJECK EXPLORERS FOR LIFE
ASSOCIATION, INC.

By: _____
Joe Woyjeck, President

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY

By: _____
Anthony Marrone, Fire Chief

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Jenny Tam
Senior Deputy County Counsel