



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](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

|                       |                    |
|-----------------------|--------------------|
| HILDA L. SOLIS, CHAIR |                    |
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| SECOND DISTRICT       | THIRD DISTRICT     |
| JANICE HAHN           |                    |
| FOURTH DISTRICT       | KATHRYN BARGER     |
|                       | FIFTH DISTRICT     |

September 01, 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:

### **APPROVE AND AUTHORIZE THE FIRE CHIEF TO EXECUTE AN AGREEMENT FOR OCEAN LIFEGUARD AND RELATED SERVICES WITH THE CITY OF LOS ANGELES (2nd, 3rd and 4th DISTRICT) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an Agreement for Services by and between the District and the City of Los Angeles (City) to continue providing ocean lifeguard and related services at Cabrillo Beach and Venice Beach (City Beaches) under new financial terms.

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

1. Approve and execute the attached Agreement for Services, enclosed in substantially similar form between the District and the City for the provision of ocean lifeguard and related services at City Beaches.
2. Delegate authority to the Fire Chief, or his designee, to execute all future amendments, modifications, extensions, and augmentations relative to the Agreement for Services, as necessary, approved as to form by County Counsel.
3. Delegate authority to the Fire Chief, or his designee, to enter into similar Agreements for ocean lifeguard and related services and any modifications, as necessary, approved as to form by County Counsel with the City of Hermosa Beach, California State Parks, and the City of El Segundo.
4. Find the aforementioned actions as exempt from the provision of the California Environmental

Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since 1975, the County and the City of Los Angeles have had a long-standing contractual relationship for the provision of ocean lifeguard and related services at City Beaches. Under that agreement, the County has provided these services without cost reimbursement, resulting in the County subsidizing ocean lifeguard and related services for City Beaches.

The County issued a 365-day Notice of Termination to the City after efforts to renegotiate the agreement to provide full cost recovery were unsuccessful. Through further negotiations, the District and the City have reached the proposed agreement. Upon your Board's approval, the proposed agreement would allow the District to continue providing ocean lifeguard and related services at City Beaches without interruption while establishing new financial terms that provide for full cost recovery during the term of the agreement.

### **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.

### **FISCAL IMPACT/FINANCING**

Through this Agreement for Services between the District and the City, the City's fee for Cabrillo Beach will gradually increase by approximately \$267,000 each year over the next five-years. Once full cost recovery is reached, the District will receive an estimated \$1.29 million in its final contract year.

Through this Agreement for Services between the District and the City, the City's fee for Venice Beach will gradually increase by approximately \$1.16 million each year over the next five-years. Once full cost recovery is reached, the District will receive an estimated \$5.59 million in its final contract year.

There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement for Services will be for a five-year term, commencing on September 19, 2026, and ending on October 1, 2031. This Agreement for Services establishes new financial terms under which the City will reimburse the District for ocean lifeguard and related services at City Beaches, with fees phased in over the five-year term to support the District's recovery of service costs. Upon full execution of this Agreement for Services, the County's Notice of Termination will be rescinded.

Agreements for Services will be reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are exempt from the CEQA pursuant to Section 15061 (b)(3) of the

CEQA Guidelines as it addresses incidental matters related to the provision of services, and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Agreement for Services ensures uninterrupted ocean lifeguard services and related services to City residents. This Agreement for Services also supports a sustainable provision of services by allowing the District to recover all costs incurred.

**CONCLUSION**

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

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.

Respectfully submitted,

A handwritten signature in blue ink that reads "Anthony C. Marrone". The signature is fluid and cursive, with the first name "Anthony" and last name "Marrone" clearly legible.

ANTHONY C. MARRONE

FIRE CHIEF

ACM:mb

Enclosures

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

**AGREEMENT FOR LIFEGUARD SERVICES BY AND BETWEEN THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND THE CITY OF LOS ANGELES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "DISTRICT," and the City of Los Angeles, by and through its Board of Recreation and Parks Commissioners, hereinafter referred to as the "CITY". The DISTRICT and the CITY are hereinafter referred to collectively or individually as "Parties" or "Party".

**W I T N E S S E T H**

**WHEREAS**, the DISTRICT and CITY are desirous of entering into an agreement whereby the DISTRICT will provide lifeguard services at Outer Cabrillo Beach, hereinafter referred to as the "BEACH," and

**WHEREAS**, the DISTRICT is authorized to enter into this Agreement pursuant to the County of Los Angeles Board of Supervisors' authorization on \_\_\_\_\_; and

**WHEREAS**, the CITY is authorized to enter into this Agreement pursuant to its Board of Recreation and Park Commissioners' authorization on \_\_\_\_\_; and

**WHEREAS**, the DISTRICT's lifeguard services include ocean rescue services from the beach and from rescue boats; rescue, first aid, paramedic or other emergency medical services to accident victims; fire suppression services from rescue boats; fire evacuation services during fires; and public education/youth programs which provide information and training, all of which related to the protection of lives and property and contribute to the public's health, safety, and welfare; and

**WHEREAS**, the DISTRICT and the CITY agree that the DISTRICT is only entering into this Agreement with a recognition that the CITY does not intend to terminate the Agreement during its five-year term and intends to pay all of the five Fiscal Year payment schedule; and

**WHEREAS**, the DISTRICT intends to waive portions of the Annual Cost to allow the CITY to reach full reimbursement to the DISTRICT at the conclusion of the five-year term of this Agreement; and

1       **WHEREAS**, the parties wish to enter into this Agreement for the provision of lifeguard  
2 services, as follows:

3  
4       **SECTION I.     AGREEMENT EFFECTIVE DATE AND TERM**

5       (A)     The term of this Agreement shall commence on September 19, 2026, and continue  
6 through October 1, 2031, with an option to extend such initial term for up to one additional five-  
7 year term, at a full reimbursement of the Annual Cost, upon mutual written agreement, executed  
8 one-year prior the commencement of the extension term. By agreeing to an extension, each  
9 Party represents they can and will perform their obligations under this Agreement. If no  
10 agreement is reached to exercise an extension, this Agreement will expire at the end of the  
11 current term, and no notice of termination is required.

12       (B)     Either Party may terminate this Agreement without cause at any time by giving 365  
13 days' written notice to the other Party of its intention to terminate this Agreement, provided,  
14 however, that any termination by the CITY pursuant to this Section I(B) prior to the completion  
15 of the initial five Fiscal Year payment schedule shall be subject to the payment obligations set  
16 forth in Section XII(D).

17       (C)     Either Party may terminate this Agreement upon 30-day written notice, if the other  
18 Party materially breaches this Agreement and fails to cure such breach within the 30-day notice  
19 period.

20       (D)     Notwithstanding any other provision, with the exception of any termination pursuant  
21 to Section I(C), the termination of this Agreement shall not occur during the months of June,  
22 July, August or September.

23  
24       **SECTION II.   SERVICES TO BE PERFORMED**

25       (A)     The DISTRICT shall provide lifeguard services at the BEACH, hereinafter referred  
26 to as the "SERVICES", as further described in the Scope of Services attached hereto as Exhibit  
27 A. The SERVICES to be provided shall include, but shall not be limited to, the following: ocean  
28 rescues of persons and boats from the beach and from rescue boats; rescue, first aid, limited

1 paramedic or other emergency medical services to accident victims at beaches and in coastal  
2 waters; fire suppression services from rescue boats; evacuation of coastal area residents during  
3 emergencies; public education and youth programs which provide information and training.  
4 DISTRICT shall provide CITY its deployment schedule prior to each season.

5 (B) The DISTRICT shall not adjust the level of SERVICES without the prior written  
6 approval of CITY's Department of Recreation and Parks General Manager or designee. The  
7 DISTRICT shall meet with the CITY as appropriate to review ongoing costs and service level  
8 requirements. For purposes of clarity, such adjustments to SERVICES will not affect the  
9 Maximum Payment to be paid by CITY under Section VIII.

10 (C) Should this Agreement terminate, CITY shall promptly notify the public of such,  
11 including but not limited to placing signage at the BEACH.

### 12 13 **SECTION III. PREMISES**

14 (A) The CITY, for and in consideration of the performance of the covenants and  
15 agreements stated hereinabove, grants access to the Outer Cabrillo Beach (hereinafter referred  
16 to as the "PREMISES"), including Cabrillo Lifeguard Station and certain other CITY facilities  
17 (hereinafter referred to as "FACILITIES"), to the DISTRICT for the sole and express purpose of  
18 carrying out the DISTRICT's obligations pursuant to this Agreement, and the DISTRICT shall  
19 use the PREMISES for no other purpose. The precise scope of the PREMISES and location of  
20 the FACILITIES are identified in Exhibit B. The DISTRICT shall not use or store any hazardous  
21 or dangerous materials, other than fuel (which fuel the DISTRICT shall store in a safe and lawful  
22 manner) on the PREMISES.

23 (B) The CITY's authorized representatives, agents and employees shall have the right  
24 to access the FACILITIES for purposes of fulfilling normal duties, performing inspections  
25 (including an annual inspection to occur within 90 days of the conclusion of each Fiscal Year),  
26 conducting events or programs, or in case of emergencies, so long as it does not interfere with  
27 DISTRICT's operation or ability to fulfill its obligations under this Agreement. The CITY shall  
28 make a reasonable effort to notify the DISTRICT at least 24 hours before it accesses the

1 FACILITIES. However, no such advance notice by the CITY to the DISTRICT shall be required  
2 in the case of emergencies.

3  
4 **SECTION IV. REPAIRS AND IMPROVEMENTS**

5 (A) Minor Repairs - The DISTRICT shall keep and maintain the PREMISES in good  
6 condition and shall be fully responsible for routine "minor" repairs or normal wear and tear  
7 incurred while this Agreement is in effect. Minor repairs shall be limited to projects that do not  
8 exceed the maximum \$7,500 in costs per project including during the first year of this Agreement.  
9 In subsequent years, this amount shall be adjusted based on the annual percentage change in  
10 accordance with the California Consumer Price Index (CCPI) published by the California  
11 Department of Industrial Relations (DIR); provided, however, that the annual adjustment shall  
12 not exceed 5%. The DISTRICT shall be responsible for incidental and routine minor repairs  
13 related solely to areas, fixtures, systems, and equipment used exclusively by DISTRICT staff.  
14 Examples of minor repairs may include, but are not limited to:

- 15 a. Minor repairs or replacement of existing fixtures and systems, including
- 16 toilets, showers, faucets, and window coverings
- 17 b. Incidental plumbing and electrical repairs
- 18 c. Minor carpentry repairs (e.g., minor wood rot that exists only in the area
- 19 used by DISTRICT staff)
- 20 d. Minor drywall and paint repairs
- 21 e. Overhead door and operator repairs
- 22 f. HVAC filter replacement and minor HVAC repairs
- 23 g. Repairs or maintenance of DISTRICT-provided appliances and equipment
- 24 h. Placement of additional cabinets for offices and/or lockers

25 (B) Major Repairs - The CITY shall be responsible for major repairs to the FACILITIES  
26 that exceed \$7,500 in cost per project during the first year of this Agreement. In subsequent  
27 years, this amount shall be adjusted based on the annual percentage change in accordance with  
28 the CCPI published by the California DIR; provided, however, that the annual adjustment shall

1 not exceed 5%. DISTRICT shall promptly notify CITY if it becomes aware of any condition within  
2 the FACILITIES that may require major repairs. Examples of major repairs may include, but are  
3 not limited to:

- 4 a. All roof repairs or replacement
- 5 b. Structural repairs/improvements
- 6 c. Water intrusion, leaks within walls, or below-grade leaks
- 7 d. System-wide HVAC, water, sewer, or utility issues
- 8 e. All termite treatment and large-scale wood rot remediation

9 (C) Emergency Repairs – CITY shall be responsible for any major emergency repairs to  
10 the FACILITIES. Major emergency repairs shall be defined as repairs that, if left unrepaired,  
11 would compromise the health, welfare, or security of facility occupants or the public, as  
12 determined by the Parties. DISTRICT shall promptly notify CITY if it becomes aware of any  
13 condition within the FACILITIES that may require major emergency repairs. CITY shall  
14 commence addressing any major emergency repairs within five days of notification by the  
15 DISTRICT, or the DISTRICT may undertake the necessary repairs and invoice the CITY.  
16 Notwithstanding any other provision of this Agreement, the DISTRICT shall be fully responsible  
17 for any major emergency repairs arising directly from the activities of the DISTRICT's personnel  
18 or agents; the DISTRICT shall notify CITY before commencing any repairs pursuant to this  
19 Section.

20 (D) The DISTRICT shall provide the CITY a written report describing any repairs of other  
21 maintenance activities undertaken and any relevant equipment logs.

22 (E) The DISTRICT shall not make any improvements to the FACILITIES without the  
23 prior written approval of CITY's Department of Recreation and Parks General Manager or  
24 designee. Any improvements approved pursuant to this Section shall be retained by CITY upon  
25 the expiration or termination of this Agreement.

## 26 27 **SECTION V. LIFEGUARD TOWERS**

28 (A) The DISTRICT shall, at its sole expense, maintain and repair the lifeguard towers



1 identified in Exhibit C (hereinafter referred to as the "TOWERS"). The TOWERS shall be  
2 transferred to the CITY upon the expiration or termination of this Agreement.

3  
4 **SECTION VI. PERMITTED EVENTS**

5 (A) The CITY and/or its designated beach services provider has the sole authority to  
6 issue permits for activities held on the BEACH. The CITY and/or its designated beach services  
7 provider shall notify the DISTRICT's Lifeguard Division of all CITY-permitted events and CITY-  
8 sponsored events.

9 (B) The DISTRICT shall be fully reimbursed by the CITY within thirty days of the CITY's  
10 receipt of a DISTRICT invoice to the address stated in Section VIII(G), for all costs, including  
11 overhead, incurred by the DISTRICT in providing extraordinary services (i.e., those exceeding  
12 the normal and customary level of service provided by the DISTRICT under this Agreement)  
13 requested by the CITY for any permitted or CITY-sponsored events.

14 (C) The DISTRICT's cost for augmented staffing assigned to permitted events held at  
15 the BEACH will, upon prior written approval by the Parties, be charged to the CITY for CITY-  
16 sponsored events or to non-CITY entities for events held in the CITY but not sponsored by the  
17 CITY, as the cost for such augmented services is not included in the CITY's Annual Cost.

18  
19 **SECTION VII. DISTRICT MARKETING PROGRAM**

20 (A) The Parties may agree to a separate agreement or amendment to this Agreement,  
21 and negotiate in good faith, regarding a marketing program to include sponsor or donor names,  
22 or their product names, on DISTRICT lifeguard towers, tide boards, trucks, uniforms, rescue  
23 boats, other lifeguard and beach maintenance equipment.

24 (B) The Parties may consider any revenue associated with a DISTRICT-led marketing  
25 program or sponsorship program occurring at the BEACH to be credited towards the CITY's  
26 Annual Cost for the SERVICES as part of the separate agreement or amendment, if the Parties  
27 so agree to create one.

1 **SECTION VIII. ANNUAL COST FOR SERVICES**

2 (A) The CITY shall pay an Annual Cost for the SERVICES, hereinafter referred to as  
3 the "Annual Cost." The DISTRICT temporarily waives the collection of 100% of the Annual Cost  
4 while the Agreement is in effect during the five Fiscal Year payment schedule, as described  
5 herein in Section VIII(B) and (C). The DISTRICT's waiver shall become fully effective upon the  
6 CITY's completion of the five Fiscal Year payment schedule of the Agreement. In the event the  
7 CITY terminates this Agreement before the expiration of the initial five-year term, with the  
8 exception of any termination by CITY pursuant to Section 1(C) where the material breach is due  
9 to DISTRICT's failure to substantially fulfill its obligations under Section II, III(B), IV, VIII, IX, XIV,  
10 or XV(D), DISTRICT is owed from the CITY the remaining percentages of the Annual Cost for  
11 each year SERVICES were provided to the CITY so that 100% of the Annual Cost is paid to  
12 DISTRICT for such year(s).

13 (B) In accordance with California Health and Safety Code Section 13878, the  
14 DISTRICT shall be paid monthly, in advance, from funds of the CITY for the performance of the  
15 SERVICES. The CITY anticipates it has sufficient funds to meet its obligations to pay the  
16 Maximum Payment until the expiration of the Agreement. The one-year period for payment of  
17 the Annual Cost is defined as July 1 through June 30, herein referred to as the Fiscal Year. The  
18 CITY agrees to pay the DISTRICT for the annual cost of providing the SERVICES pursuant to  
19 the following five-year payment schedule, under which the CITY's payment obligation increases  
20 annually until it reaches 100% beginning in Fiscal Year 2030-31:

21 (1) For Fiscal Year 2026-27, the CITY shall pay the DISTRICT an amount equal  
22 to 20% of the DISTRICT's annual cost of providing the SERVICES to the CITY, representing the  
23 first of five annual payment installments.

24 (2) For the Fiscal Year 2027-28, the CITY shall pay the DISTRICT an amount  
25 equal to 40% of the DISTRICT's annual cost of providing the SERVICES to the CITY,  
26 representing the second of five annual payment installments.

27 (3) For the Fiscal Year 2028-29, the CITY shall pay the DISTRICT an amount  
28 equal to 60% of the DISTRICT's annual cost of providing the SERVICES to the CITY,

1 representing the third of five annual payment installments.

2 (4) For the Fiscal Year 2029-30, the CITY shall pay the DISTRICT an amount  
3 equal to 80% of the DISTRICT's annual cost of providing the SERVICES to the CITY,  
4 representing the fourth of five annual payment installments.

5 (5) For the Fiscal Year 2030-31, the CITY shall pay the DISTRICT an amount  
6 equal to 100% of the DISTRICT's annual cost of providing the SERVICES to the CITY,  
7 representing the fifth of five annual payment installments.

8 (C) Based on the payment schedule in Section VIII(B), the Parties agree that the CITY's  
9 Annual payment for each Fiscal Year of the initial five-year term shall not exceed the following  
10 amounts, herein referred to as the "Maximum Payment":  
11

| <b>Fiscal Year</b> | <b>Maximum Payment for SERVICES</b> |
|--------------------|-------------------------------------|
| 2026-27            | \$217,740                           |
| 2027-28            | \$442,734                           |
| 2028-29            | \$698,268                           |
| 2029-30            | \$978,926                           |
| 2030-31            | \$1,286,614                         |

21 (D) Within ninety days after the end of the Fiscal Year, the DISTRICT shall provide the  
22 CITY a statement of the Actual Annual Cost that reflects any cost of living adjustments for that  
23 Fiscal Year. If the Actual Annual Cost is less than the Maximum Payment for Fiscal Years 2029-  
24 30 and 2020-31, the DISTRICT shall credit the CITY for the difference, which may be applied  
25 against future invoices; or if no further invoices are issued, the difference shall be refunded to  
26 the CITY. The Maximum Payment shall be used for billing purposes until the Actual Annual Cost  
27 statement is available.  
28

1 (E) Concurrent with the DISTRICT's annual submission of the Actual Annual Cost, the  
2 DISTRICT shall provide the CITY with a written report detailing the SERVICES provided during  
3 that fiscal Year, including but not limited to: (i) the number of rescues, fatalities, submersion  
4 incidents, and boat rescues; (ii) description of any environmental hazards affecting the provision  
5 of SERVICES; (iii) description of any minor repairs made to the facilities; and (iv) financial  
6 documentation supporting DISTRICT's expenditures related to or arising from the SERVICES  
7 e.g., costs related to labor) during the preceding year.

8 (F) Notwithstanding any other provision of this Agreement, including any exhibits or  
9 attachments incorporated therein, and in order for the CITY to comply with its governing legal  
10 requirements, the CITY shall have no obligation to make any payments to the DISTRICT unless  
11 the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to  
12 make any payments as provided in this Agreement. Upon its learning, the CITY must provide  
13 written notification to the DISTRICT within five business days, should the CITY fail to have an  
14 appropriation of funds to fully satisfy the CITY's obligations under this Agreement or is unable to  
15 pay for any portion of the DISTRICT's invoice to the CITY. DISTRICT agrees that, subsequent  
16 to such written notification by the CITY, any services provided by the DISTRICT, or purchases  
17 made by DISTRICT or expenses incurred by the DISTRICT in excess of the appropriation(s),  
18 shall be free and without charge to the CITY, and the CITY shall have no obligation to pay for  
19 the services, purchases or expenses. Should the CITY fail to have an appropriation of funds to  
20 fully satisfy the CITY's obligations under this Agreement or be unable to pay for any portion of  
21 the DISTRICT's invoice to the CITY, the DISTRICT may terminate this Agreement pursuant to  
22 Section I(C), and shall have no obligation to provide any services, provide any equipment or  
23 incur any expenses until the CITY appropriates and pays the full funds as required by this  
24 Agreement. This Section VIII(F) shall only apply to the extent required under Article XVI, Section  
25 18 of the California Constitution and/or Section 320 of the Los Angeles City Charter. In the event  
26 that the CITY fails to have an appropriation of funds to fully satisfy the CITY's obligations under  
27 this Agreement or is unable to pay for any portion of the DISTRICT's invoice to the CITY, CITY's  
28 Department of Recreation and Parks shall, to the extent permitted by applicable law, use its best

1 efforts to identify other funding sources to pay for the SERVICES.

2 (G) The DISTRICT shall invoice the CITY at least thirty days in advance of any  
3 scheduled monthly payment. Payment of all invoices under this Agreement shall be due and  
4 payable thirty days from the date of invoice (hereinafter referred to as "due date"). Invoices,  
5 refunds, and general notices shall be sent to the CITY at:

6 City of Los Angeles  
7 Department of Recreation and Park  
8 221 N. Figueroa Street, Suite 350  
9 Los Angeles, CA 90012

10 Payments shall be sent to the DISTRICT at:

11 The Consolidated Fire Protection District of Los Angeles County  
12 P. O. Box 54740  
13 Los Angeles, CA 90054-0740

14 General notices shall be sent to the DISTRICT at:

15 Fire Chief Anthony C. Marrone  
16 The Consolidated Fire Protection District of Los Angeles County  
17 1320 North Eastern Avenue  
18 Los Angeles, CA 90063-3294

19 Planning Division  
20 The Consolidated Fire Protection District of Los Angeles County  
21 1320 North Eastern Avenue  
22 Los Angeles, CA 90063-3294

23 Either Party shall notify the other, in writing, of an address change.

24 (H) If the commencement date of the SERVICES is in the middle of any month, the pro  
25 rata share for that month and full payment for the following month shall be paid in advance. The  
26 pro rata monthly share shall be calculated by dividing the Annual Cost by 365 days (daily rate)  
27 and multiplying the daily rate by the number of days remaining in the month as of the  
28 commencement date of the SERVICES (365 days shall be used for regular years, and 366 days  
shall be used for leap years).

1  
2 **SECTION IX. INDEMNIFICATION**

3 (A) Except for the sole negligence or willful misconduct of the CITY, or of any of its  
4 boards, officers, agents, employees, assigns and successors in interest, DISTRICT shall defend,  
5 indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, and  
6 assigns, from and against all lawsuits and causes of action, claims, losses, demands and  
7 expenses, including, but not limited to, reasonable attorney's fees and reasonable cost of  
8 litigation (including all reasonable litigation costs incurred by the CITY, including but not limited  
9 to, reasonable costs of experts and consultants), damages or liability of any nature whatsoever,  
10 for death or injury to any person, including DISTRICT's employees and agents, or damage or  
11 destruction of any property of either Party hereto or of third parties, arising in any manner from  
12 the DISTRICT's performance of this Agreement, by reason of an act, error, or omission by  
13 DISTRICT, any subcontractors, or their boards, officers, agents, employees, assigns, and  
14 successors in interest. The rights and remedies of the CITY provided in this Section shall not be  
15 exclusive and are in addition to any other rights and remedies provided by law or under this  
16 Agreement.

17 (B) Except for the sole negligence or willful misconduct of the DISTRICT, or of any of  
18 its boards, officers, agents, employees, assigns and successors in interest, CITY shall defend,  
19 indemnify and hold harmless the DISTRICT and any of its boards, officers, agents, employees,  
20 assigns, from and against all lawsuits and causes of action, claims, losses, demands and  
21 expenses, including, but not limited to, reasonable attorney's fees and reasonable cost of  
22 litigation (including all reasonable litigation costs incurred by the DISTRICT, including but not  
23 limited to, reasonable costs of experts and consultants), damages or liability of any nature  
24 whatsoever, for death or injury to any person, including CITY's employees and agents, or  
25 damage or destruction of any property of either Party hereto or of third parties, arising in any  
26 manner from the CITY's performance of this Agreement, by reason of an act, error, or omission  
27 by CITY, any subcontractors, or their boards, officers, agents, employees, assigns, and  
28 successors in interest. The rights and remedies of the DISTRICT provided in this Section shall

1 not be exclusive and are in addition to any other rights and remedies provided by law or under  
2 this Agreement.

3 (C) This Section will survive expiration or termination of this Agreement.  
4

#### 5 **SECTION X. INSURANCE**

6 (A) DISTRICT shall provide a copy of its certificate of self-insurance upon CITY's  
7 request.  
8

#### 9 **SECTION XI. MODIFICATION OF EXHIBITS**

10 (A) All exhibits attached hereto and incorporated herein by reference will be subject to  
11 modification by mutual agreement of the CITY's Department of Recreation and Parks General  
12 Manager and the DISTRICT's Fire Chief.  
13

#### 14 **SECTION XII. EFFECT OF TERMINATION**

15 In the event of termination of this Agreement, and in addition to provisions stated in  
16 Section I, the Parties agree that:

17 (A) The DISTRICT's authorization to access the PREMISES shall terminate and the  
18 DISTRICT shall vacate on the effective date of termination except as provided for in a  
19 subsequent written agreement as may be entered into by the CITY and the DISTRICT.

20 (B) Prior to termination, the CITY may purchase from the DISTRICT, if available and  
21 with DISTRICT's concurrence, any lifeguard vehicles, rescue boats, rescue watercraft,  
22 equipment, tools, furniture, furnishing or other equipment, hereinafter referred to as "equipment,"  
23 which would be transferred to CITY at termination. The purchase price shall be the fair market  
24 value of such equipment. The CITY's purchase price shall be due in one payment on the effective  
25 date of termination.

26 (C) At the time of termination, the DISTRICT and the CITY will enter into a separate  
27 written agreement to specify the details of equipment purchase and any other withdrawal details  
28 not addressed in this Agreement.

1 (D) If the CITY terminates this Agreement before the expiration of the initial five-year  
2 term, with the exception of any termination pursuant to Section I(C), where the material breach  
3 is due to DISTRICT's failure to substantially fulfill its obligations under Section II, III(B), IV, VIII,  
4 IX, XIV, or XV(D), the DISTRICT's temporary waiver of its collection of 100% of the Annual Cost,  
5 as described in Section VIII(A), will cease and the CITY shall immediately, and no later than 30  
6 days after termination, pay the DISTRICT the full remaining unpaid balance of the Annual Cost  
7 for the year(s) of SERVICES rendered by the DISTRICT.

8 (E) Any repairs undertaken by DISTRICT of FACILITIES at the time of termination will  
9 cease and DISTRICT has no obligation to complete the repairs.

10 (F) At termination of the Agreement, CITY warrants and agrees it will have lifeguard  
11 services, as described in Section II, in place to immediately transition DISTRICT's SERVICES  
12 to the CITY.

13 (G) Termination of the Agreement does not limit or prohibit either Party's legal rights  
14 and remedies available to them to enforce the terms of the Agreement or recover costs incurred  
15 from their performance of the Agreement.

16  
17 **SECTION XIII. GOOD FAITH AND FAIR DEALING**

18 (A) The DISTRICT and the CITY covenant and warrant to act in good faith and fair  
19 dealing regarding the performance, administration, and interpretation of this Agreement.  
20

21 **SECTION XIV. COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION 5164**

22 (A) California Public Resources Code Section 5164 prohibits a public agency from  
23 hiring a person for employment or as a volunteer to perform services at any park, playground,  
24 or community center used for recreational purposes in a position that has supervisory or  
25 disciplinary authority over any minor, if the person has been convicted of certain crimes as  
26 referenced in the Penal Code, and articulated in California Public Resources Code Section  
27 5164(a)(2). If applicable, the DISTRICT shall comply with California Public Resources Code  
28 Section 5164 . The DISTRICT is required to have all employees, volunteers and subcontractors



(including all employees and volunteers of any subcontractor) of the DISTRICT working on the PREMISES to pass a fingerprint and background check through the California Department of Justice at the DISTRICT's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

## **SECTION XV. GENERAL PROVISIONS**

(A) Severability – In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall, in no way, affect, impair, or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(B) Waiver – No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

(C) Entire Agreement – This Agreement and all exhibits hereto constitute the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes any prior or contemporaneous understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid, or illegal.

(D) Applicable Law – Each Party's performance shall comply with all applicable laws of the United States of America, the State of California, and the CITY and County of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The DISTRICT shall comply with

1 new, amended, or revised laws, regulations, or procedures that apply to the performance of this  
2 Agreement. In any action arising out of this Agreement, the Parties consent to personal  
3 jurisdiction, and agree to bring all such actions in state or federal courts located in Los Angeles  
4 County, California.

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7 [SIGNATURE PAGE FOLLOWS]  
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2 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the  
3 day and year first set forth above.

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

**CITY OF LOS ANGELES**

By signing below, the signatory attests that  
they have no personal, financial, beneficial,  
or familial interest in this Agreement.

6  
7  
8 By \_\_\_\_\_  
9 Anthony C. Marrone, Fire Chief

By \_\_\_\_\_  
Jimmy Kim, General Manager  
Department of Recreation and Parks

10  
11 DATE \_\_\_\_\_

DATE \_\_\_\_\_

12  
13  
14  
15 APPROVED AS TO FORM:

16 DAWYN R. HARRISON  
17 County Counsel

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO  
City Attorney

18  
19 By \_\_\_\_\_  
20 Jenny Tam  
Senior Deputy County Counsel

By \_\_\_\_\_  
Brendan Kearns  
Deputy City Attorney