

LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY
FIRE CHIEF

July 21, 2023

BOARD OF FIRE COMMISSIONERS
FILE NO. 23-071

TO: Board of Fire Commissioners

FROM: *K* Kristin M. Crowley, Fire Chief

SUBJECT: RENEWAL OF MYSAFE: LA MEMORANDUM OF AGREEMENT

FINAL ACTION: Approved Approved w/Corrections Withdrawn
 Denied Received & Filed Other

SUMMARY

The Safe Community Project, also known as MySafe: LA has been a valued not-for-profit partner of the Los Angeles City Fire Department since entering into a Memorandum of Agreement (MOA) with the Department in 2017. The Department seeks to renew the attached MOA and Trademark Agreement with MySafe: LA for two years effective upon full execution, allowing for the continued support of public safety. This MOA and Trademark Agreement has been reviewed and approved as to legal form by the City Attorney.

RECOMMENDATIONS

That the Board:

1. Approve the attached MOA and Trademark Agreement and authorize the Fire Chief to enter into said agreements on behalf of the Department.

CONCLUSION

The relationship between the Los Angeles Fire Department and MySafe: LA is a mutually beneficial relationship. The Fire Chief and administration acknowledge the collaboration of MySafe: LA and their ongoing commitment to public safety.

Board report prepared by Drew Steinberg, Public Safety Risk Manager.

Attachments

**MEMORANDUM OF AGREEMENT BETWEEN
LOS ANGELES FIRE DEPARTMENT AND
MY SAFE: LA**

This Memorandum of Agreement (“MOA”) is entered into as of July _____, 2023 by and between the City of Los Angeles, a municipal corporation, acting by and through the Los Angeles City Fire Department (“LAFD”), and the Safe Community Project, a California nonprofit public benefit corporation doing business as MySafe:LA (“MySafe:LA”).

RECITALS

One of the core missions of the Los Angeles Fire Department is to promote fire life safety and to educate member of the public. In that regard, the LAFD has a long history of providing education opportunities through its public safety programs and public service announcement.

MySafe:LA is a recognized fire and life safety community resilience organization working with multiple collaborative partners including, but not limited to, the LAFD.

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:

I. REPRESENTATIVE OF PARTIES:

The representative of the respective parties is authorized to administer this MOA and whom formal notices, demands, requests and communication shall be given are as follows:

For the LAFD:

Fire Chief Kristin Crowley
-and-
Deputy Chief Ronnie Villanueva, Administration Bureau, LAFD
1800 City Hall East
200 N. Main Street
Los Angeles, CA 90012
(213) 978-3800

For MySafe:LA

David Barrett, Executive Director, Safe Community Project
-and-
Steven Owens, Director, Safe Community Project
5301 Beethoven, Suite 228
Los Angeles, CA 91204
(213) 634-0100

II. TERM:

The term of this MOA shall be for two (2) years beginning on the last signed date of its execution (the “Effective Date”) and shall remain in effect until expiration of the term, unless terminated earlier pursuant to Article V of this MOA.

III. ROLES & RESPONSIBILITIES OF PARTIES:

A. MySafe:LA agrees to the following roles and responsibilities:

1. MySafe:LA will collaborate with the LAFD on joint presentations of safety programs within the City of Los Angeles and will provide written proposals to the LAFD regarding such collaborative safety programs requested by the LAFD.
2. MySafe:LA will work with the LAFD on the production of collaborative fire and life safety programs and Public Service Announcements (PSA).
3. MySafe:LA will work with the LAFD on the creation, review, evaluation, and distribution of fire safety education brochures and documentary materials.
4. MySafe:LA will collaborate with the LAFD on grant development for fire and life safety programs conducted jointly by MySafe:LA and the LAFD (“Joint Fire Life Safety Programs”).
5. MySafe:LA will maintain necessary insurance coverage as required by the City of Los Angeles and demonstrate proof of insurance at the time of execution of this agreement.
6. MySafe:LA agrees to enter into the necessary and applicable license and copyright agreements with the City of Los Angeles prior to the usage of any LAFD intellectual property or marks (“LAFD Marks”). MySafe:LA acknowledges that the LAFD has exclusive approval rights over the use of any LAFD Marks and/or other intellectual property. MySafe:LA agrees to provide the LAFD with a sample of any materials bearing any LAFD Marks.
7. MySafe:LA agrees to provide trimester (3 times annually) reports to the LAFD listing all organizations and sites visited (including but not limited to schools, senior centers, community centers, etc.) in connection with a joint effort. The reports shall include the address of each host organization and name/email/phone number of primary contact for that organization; the LAFD personnel/resources that participated in the visit; purpose of visit/topic covered during visit; and list of materials/items, if any, distributed during the visit. Reports shall be due on the 15th day of May, September, and January and shall cover the preceding four-month periods of time. Joint efforts may include, but are not limited to, fatality fire post incident operations (Smoke Alarm Field Education) and LAFD-initiated activities such as Fire Service Day, wherein MySafe:LA operates with an LAFD fire company or fire station.

8. MySafe:LA is solely responsible for the costs associated with the production and/or creation of any documents, pamphlets, videos, apparel, and all other material bearing authorized LAFD Marks. LAFD shall not be responsible for reimbursing MySafe:LA for any such costs even if LAFD shall be the beneficiary of such materials. MySafe:LA shall provide the LAFD with a detailed description (including drawings, rendering, and photos where possible) of proposed items and obtain express written approval from the LAFD for their production.
9. Upon written request by LAFD, MySafe:LA shall provide to LAFD the name of each vendor and manufacturer for materials bearing one or more LAFD Marks.
10. MySafe:LA shall not sell any items that were created with the LAFD's funds or bearing LAFD Marks ("LAFD Marked Goods") for the promotion of fire and life safety programs and public service announcements. If distributed, such items shall be provided without charge.
11. MySafe:LA personnel shall not wear or attach LAFD patches or any other LAFD Marks to their work uniform including, but not limited to, the LAFD shoulder patch, belt buckle, badge, and collar insignia, and/or non-LAFD items which are substantially similar in appearance to these items. MySafe:LA uniform shirts shall not be a shade of blue or black that causes MySafe:LA personnel to be reasonably confused with LAFD personnel.
12. MySafe:LA personnel shall only wear identification tags if they are different enough from those worn by LAFD members as to create a clear distinction between LAFD members and MySafe:LA personnel, as exemplified by the tag illustrated in Exhibit A.
13. MySafe:LA uniforms shall otherwise be different enough from those worn by LAFD members as to create a clear distinction between LAFD members and MySafe:LA personnel, as more fully described in Exhibit B.
14. MySafe:LA shall ensure that its website remain fully compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) if the site mentions its association with LAFD or contains any LAFD Marks, to the extent this is required by applicable law.
15. MySafe:LA shall post a clear and prominent disclaimer that makes clear that it is a separate and independent entity from the LAFD on its website and on all other materials, printed on or after the Effective Date, which contain LAFD images, logos, or marks that might reasonably cause a person to believe that such materials were authorized by LAFD.
16. MySafe:LA shall provide LAFD with a copy of any application for grant funding which cites or references the LAFD by name or by description no later than fifteen days prior to its submission; provided, however, that LAFD, at its sole discretion, may waive this requirement upon the reasonable request of MySafe:LA and its disclosure of the funder and grant purposes. MySafe:LA must submit such requests in writing via email to the Deputy Chief of the Administration Bureau.

17. MySafe:LA shall provide a detailed accounting of the use of grant funds if LAFD was cited or referenced in the grant application unless LAFD previously waived the requirements of Section III.A.16 above. A projected budget and/or an actual accounting of the use of grant funds shall be submitted to the LAFD no later than ten (10) days after MySafe:LA has been notified of having received the grant. A final accounting of actual expenditures shall be submitted to LAFD no later than ten (10) days after the expiration of such grant.
18. MySafe:LA shall not purport or attempt to speak on behalf of the LAFD with any individual, entity, or organization without prior express written approval from the Fire Chief of LAFD (“Fire Chief”) or his or her designee.
19. MySafe:LA shall not present itself to any individual, entity, or organization as anything other than a non-exclusive partner to LAFD for specific and limited educational and/or outreach programs.
20. MySafe:LA shall refer all media-related inquiries to LAFD at any joint event, except where permission is provided by the LAFD Community Liaison Office or designee to an authorized member of MySafe:LA to communicate with the media solely on behalf of MySafe:LA. Under LAFD’s internal policies, all media appearance for the fire safety programs involving the LAFD must include on-duty LAFD personnel who have received authorization for their appearance from the Fire Chief or his designee, unless specifically waived by the LAFD Community Liaison Office.

B. LAFD agrees to the following roles and responsibilities:

1. LAFD will collaborate with MySafe:LA on joint presentations of safety programs within the City of Los Angeles and will respond to any written proposal by MySafe:LA to LAFD regarding such collaborative safety programs by no later than three days prior to the scheduled program date, provided that LAFD receives such proposal as least ten days prior to the scheduled program date.
2. LAFD will work with MySafe:LA on the production of collaborative fire and life safety programs and Public Service Announcements (PSA).
3. LAFD will work with MySafe:LA on the creation, review, evaluation and distribution of fire safety education brochures and documentary materials bearing LAFD Marks and/or to be used for collaborative safety programs.
4. LAFD will collaborate with the MySafe:LA on grant development for Joint Fire Life Safety Programs.
5. LAFD shall not purport or attempt to speak on behalf of MySafe:LA with any individual, entity, or organization without prior express written approval.

6. LAFD shall not present itself to any individual, entity, or organization as anything other than a non-exclusive partner to MySafe:LA for specific and limited educational and/or outreach programs.
7. LAFD will respond in writing to requests for approvals of the production of materials containing LAFD Marks within 10 business days. Any failure to respond within such time period shall be deemed an approval by LAFD so long as requests for approvals were directed through the appropriate channels as designated by the Deputy Chief of the Administration Bureau.

IV. COMMUNICATION:

There shall be a single point of contact for communication between LAFD and MySafe:LA. Requests for LAFD approval or authorization shall be made in writing to the Deputy Chief of the Administration Bureau. Any request for MySafe:LA services or authorization shall go through MySafe:LA's Executive Director or his or her designee.

V. EARLY TERMINATION:

Either party may terminate the MOA on ten (10) days written notice to the other party for any reason.

VI. MISCELLANEOUS:

A. This MOA shall be governed by and construed in accordance with the laws of the State of California and the U.S. laws that pre-empt the applicable California State laws, without regard to any conflict-of-law principles. All disputes under this MOA shall be resolved by the courts of the State of California, including the U.S. District Court for the Central District of California, seated in the County of Los Angeles, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

B. The provision of the MOA shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

C. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this MOA.

D. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the MOA.

E. MySafe:LA may not assign any of its rights nor delegate any of its obligations under this MOA, without the prior written consent of the City of Los Angeles via the Fire Chief. Notwithstanding the foregoing, any change in the name, principal address and/or form of corporation of MySafe:LA shall not constitute or be construed as an assignment by MySafe:LA

of this MOA, provided that MySafe:LA update the records of the City of Los Angeles with such change in a timely manner.

F. MySafe:LA acknowledges that it is not an agent or representative of LAFD and has no authority to assume or create any obligations on behalf of or in the name of, or binding upon, LAFD, or to represent LAFD in any manner not specifically provided herein except as provided in that certain Trademark License Agreement by and between the parties entered into as of July _____, 2023 (the “Trademark License Agreement”).

G. This MOA, along with the Trademark License Agreement, constitutes the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the parties. It shall not be modified or amended except in a writing signed by the parties hereto and specifically referring to this MOA.

IN WITNESS THEREOF, the parties hereto have agreed and signed this MOA as of the Effective Date above:

MY SAFE: LA

Name: David Barrett
Title: Executive Director, Commander

Date: _____

LOS ANGELES CITY FIRE DEPARTMENT

Name: Kristin M. Crowley
Title: Fire Chief, Los Angeles City Fire Department

Date: _____

Exhibit A

MySafe:LA Identification Tag

Exhibit B

Uniforms

MySafe:LA uniforms shall differ from LAFD uniforms in the following ways:

- Different manufacturer (5:11)
- Different blue color
- Not Nomex
- No badge or badge variation (metal or sewn on)
- Shirts have epaulets
- Different shoulder patch (design, color, and shape) on left and right shoulder (NEW)
- Military style organization name clearly labeled on right front breast of uniform
- Military style member name clearly labeled on left front breast of uniform
- Different crew style undershirt in red or yellow (NEW)
- Unique, full color belt buckle
- Unique belt
- Different pant style

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into as of July____, 2023 by and between the City of Los Angeles, a municipal corporation duly organized and existing under the laws of California, having an address at City Hall East, Room 607,200 North Main Street, Los Angeles, California 90012 ("LICENSOR" or "CITY"), and My Safe: LA., a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, having an address at 5301 Beethoven, Suite 228, Los Angeles, CA 91204 ("LICENSEE").

WITNESSETH:

WHEREAS, concurrent with this License agreement (this "Agreement"), LICENSOR and LICENSEE enter into a Memorandum of Agreement ("MOA") dated July _____, 2023, whereby LICENSOR authorizes LICENSEE to be an authorized entity to promote Fire Life Safety Education on the behalf of and for the benefit of the Los Angeles City Fire Department ("LAFD");

WHEREAS, LICENSOR is the sole and exclusive owner of the rights to use the LAFD Marks and other intellectual property of the LAFD (collectively, the "MARKS") identified on Schedule "A," attached hereto and made a part hereof, in connection with LAFD services and related goods, in the United States and North America, and has established substantial goodwill and reputation in the MARKS and other intellectual property through such use;

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege, and license to use the MARKS on or in association with promotion for Fire Life Safety Education for the LAFD and all goods and activities of the LICENSEE associated therewith as authorized by the MOA and any solicitation materials necessary to perform its obligations as stipulated under the MOA including but not limited to photographs, videos, clothing, pamphlets or other items associated therewith (collectively "Licensed Materials");

WHEREAS, LICENSEE desires to obtain from LICENSOR a non-exclusive, North American license to use the MARKS, including in or in association with the Licensed Materials;

WHEREAS, LICENSEE wishes to use and LICENSOR wishes to license the MARKS for use in ways that do not demean, disparage, disgrace, or cast in an unfavorable light, the CITY or any of its employees or departments; and in ways that are consistent with the terms and conditions of the MOA and this Agreement;

WHEREAS, both LICENSEE and LICENSOR are in agreement with respect to the terms and conditions on which LICENSEE shall use the MARKS; and

WHEREAS, both LICENSEE and LICENSOR have entered into an MOA dated July _____, 2023, this Trademark License Agreement ("TM License") is coterminous and coexistent

with the MOA and this TM License is only in effect when there is a valid and effective MOA in effect. This TM License shall terminate automatically when the MOA terminates, expires, or is cancelled.

NOW, THEREFORE, in consideration of the foregoing as well as the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. LICENSE

- A. LICENSOR hereby grants to LICENSEE for the Term of this Agreement as recited herein a non-exclusive, non-transferable, limited, not-for-profit license to use and perform LICENSEE'S obligations under the MOA with the MARKS contained in Schedule "A," including on or in association with the Licensed Materials throughout North America (the "Territory") and in all media, now known or hereafter developed. It is understood and agreed that this license shall pertain only to the MARKS and the Licensed Materials and does not extend to any other mark, product, or service. Said license authorizes LICENSEE and its manufacturers to produce items and goods bearing the MARKS on Licensed Material as authorized by this Agreement. In the avoidance of doubt, the license grant herein does not confer on LICENSEE, any rights to sublicense or to make derivative marks based on the MARKS or any designs therein.
- B. LICENSEE is solely responsible for the costs associated with the production, manufacturing and distribution of Licensed Materials, including pamphlets, videos, apparel, promotional and educational documents, and all other materials bearing the MARKS. LAFD shall not reimburse for any costs in the production and/or creation thereof.
- C. LICENSEE shall provide LICENSOR with an account and list of all vendor(s) and manufacturer(s) associated with the production of all items bearing the MARKS. LICENSEE shall also provide LICENSOR with the cost(s) associated with such production.
- D. LICENSEE shall not sell, bargain, barter or trade in-kind any Licensed Materials. If distributed, Licensed Materials shall be distributed without charge.
- E. LICENSEE personnel shall not attach LAFD or City of Los Angeles trademarks, including LAFD name, logos, patches, insignias or any other marks readily identified with the LAFD, on LICENSEE'S uniform or the persons. LICENSEE'S uniforms shall be distinct from those worn by LAFD personnel so as to create a clear distinction between the members of each entity. LICENSEE personnel may not impart in any way or manner to the public any color of authority.

- F. In its quarterly report to LAFD, LICENSEE shall account for all Licensed Materials produced, in storage and distributed during that reporting quarter. LICENSEE shall not make (or allow others to) overrun or distribute/sell/transfer for grey market sales (i.e., outside scope of the use and territories under this TM License or the MOA).

2. TERM OF THE AGREEMENT

- A. This Agreement and the provisions hereof except as otherwise provided, shall be in full force and effect commencing on the date of execution by both parties for two (2) years, so long as the MOA, including any amendments, modifications or extensions thereof, is in effect (the "Term").
- B. This TM License is coterminous and coexistent with the MOA and this TM License is only in effect when there is a valid and effective MOA in effect. This TM License shall terminate automatically when the MOA terminates, expires, or is cancelled.

3. COMPENSATION

- A. Use in Licensed Materials. In consideration for the license granted hereunder for use of the MARKS, in all media, in connection with the Licensed Materials, LICENSEE agrees to provide LICENSOR with other good and valuable consideration including good faith promise to promote Fire Life Safety Education for the LAFD, the receipt of which is hereby acknowledged by LICENSOR.
- B. Non-Licensed Use. Other than use in Licensed Materials, LICENSEE shall not, without a separate written agreement with LICENSOR, use the MARKS in connection with any tangible goods or services.

4. NOTICES AND QUALITY CONTROL

- A. Trademark Notice. The License granted hereunder is conditioned upon LICENSEE'S compliance with the marking provisions of the trademark laws of the United States, where applicable. Where applicable, each copy of the Licensed Materials shall include the following trademark notice: *"All Los Angeles City Fire Department™ marks, insignias and badges are trademarks of the City of Los Angeles. Use permitted."*
- B. Quality Control Requirements. The Licensed Materials shall not demean, disparage, disgrace, or cast in an unfavorable light, the City or any of its employees or departments, and shall be of a high quality. The Licensed Materials shall not be used in connection with the depiction of a violation of LAFD policy/procedure or any unlawful, immoral, racist, or reckless act performed by the City of Los Angeles or any of its employees or departments. LICENSOR, via the Chief's Office of the LAFD, shall have the right, as it may request in writing, to review, approve, and reject, consistent with the prior two (2) sentences of this Paragraph 4B as

determined by the Chief in his/her sole discretion, all Licensed Materials at least thirty (30) days before the Licensed Materials are manufactured, distributed, displayed, or placed in the stream of commerce in any manner, provided said approval shall not be unreasonably withheld. Any Licensed Material so rejected in writing by LICENSOR shall not be manufactured, distributed, displayed, or placed in the stream of commerce in any manner.

- (1) LAFD has exclusive approval rights for any and all Licensed Materials containing LAFD marks and other intellectual property. LICENSEE must provide LAFD with a detailed description (including drawings/renderings/photos where possible) of the proposed items and obtain express written approval for the production of such items. LAFD shall endeavor to respond to such requests within ten (10) business days.
- (2) Where Licensed Materials feature both LAFD and LICENSEE marks, the size of the LAFD mark shall be larger or of equal size to the LICENSEE mark.
- (3) Before public use or distribution, LICENSEE shall submit final samples of all Licensed Materials to LICENSOR for final approval upon completion. With respect to all such samples that have received Licensor's final approval, Licensee shall not depart therefrom in any material respect, without Licensor's prior written approval.

5. INTELLECTUAL PROPERTY RIGHTS

- A. LICENSEE acknowledges LICENSOR's exclusive rights in the MARKS and, further, acknowledges that the MARKS are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the MARKS or the validity thereof LICENSOR, however, makes no representation or warranty with respect to the validity of any patent, trademark, or copyright that may be issued or be granted therefrom.
- B. LICENSEE acknowledges that the MARKS have acquired secondary meaning. Licensee recognizes the value of the goodwill associated with the MARKS, and that the MARKS have acquired secondary meaning in the mind of the public.
- C. LICENSEE agrees that its use of the MARKS inures to the benefit of LICENSOR and that LICENSEE shall not acquire any rights in the MARKS other than those contained herein as a result of this license.
- D. LICENSEE acknowledges that any rights not expressly granted herein remain solely with LICENSOR, including without limitation, the right to register, or to renew the registrations for, the MARKS in the Territory, and the right to use, and to authorize others to use, the MARKS in connection with any other products or services in the Territory.

E. LICENSEE shall not do anything that is inconsistent with or harmful to LICENSOR's ownership of any rights to the MARKS or the goodwill associated with the MARKS, whether in the Territory or elsewhere, without written consent of the City. Consistent with the immediately preceding sentence, LICENSEE shall, including without limitation:

- (1) Not use the MARKS in connection with any products or services other than the Licensed Materials;
- (2) Not use any marks confusingly similar to the MARKS in connection with any products or services;
- (3) Not register or attempt to register the MARKS or any marks confusingly similar to them; and
- (4) Not challenge or dispute LICENSOR's ownership of and rights to the MARKS and the validity of any of LICENSOR's registrations or applications for the MARKS.

LICENSEE'S duty under this Paragraph 5 entitled INTELLECTUAL PROPERTY RIGHTS shall survive the expiration or any termination of this Agreement.

6. TERMINATION

Consistent with the terms of the MOA, either party may terminate this Agreement on thirty (30) days written notice to the other party in the event of an uncured material breach of any material provisions of this Agreement by the other party, provided that, during the thirty-day period, the breaching party fails to cure such material breach.

7. POST TERMINATION RIGHTS

Upon the expiration or termination of this Agreement, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to LICENSOR and LICENSEE shall discontinue all use of the MARKS. All materials bearing the MARKS shall be accounted for and submitted to the LAFD Chiefs Office within thirty (30) calendar days from the termination date. The LICENSEE shall be permitted to use, consistent with this Agreement (other than the Term), its then-already manufactured (as of the termination date) inventory of products bearing the MARKS in a reasonably practicable manner after reaching a mutual understanding with the LAFD Chief Officer regarding such phase-out period and conditions.

8. INDEMNITY AND INSURANCE

A. Except for City's gross negligence or willful misconduct, LICENSEE shall indemnify, hold harmless and defend the LAFD and the CITY, and each of their officers, commissioners, employees, agents and representatives, against any losses, claims, damages, suits, costs, expenses (including reasonable attorneys' and experts' fees) or other liabilities arising out of the design, manufacture, packaging, distribution, shipment, advertising, promotion, sale, or

exploitation of LICENSEE'S products bearing the MARKS or in connection with the use of the MARKS under the terms of this Agreement; provided, however, that LICENSOR shall notify LICENSEE in writing within ten (10) calendar days, if reasonably practicable, after LICENSOR receives written notification of any claim or suit (including but not limited to any cease-and-desist letter, request, demand, or notice, etc.) relating to the Marks. LICENSEE shall undertake and control the defense and settlement of any such claim or suit in a manner consistent with the Los Angeles City Charter Sections 272 et seq., a copy of which was previously provided to LICENSEE in writing, LICENSEE hereby acknowledged. Further, LICENSOR shall reasonably cooperate fully with LICENSEE in connection with defense and settlement of such claim or suit. Subject to Los Angeles City Charter Sections 272 et seq., LICENSEE, with advance notice to LICENSOR of a pending settlement, shall have the right to settle any claim so long as such settlement in no way interferes with any of LICENSOR'S rights with respect to the MARKS. In lieu of any other remedies the law might or might not afford the LICENSOR, the foregoing indemnification and duty to defend constitute the sole and exclusive remedies LICENSOR and its successors-in-interest are entitled to receive.

- B. LICENSEE shall at all times while this Agreement is in effect and for three (3) years thereafter, obtain and maintain at its own expense, from a qualified insurance carrier with a Best rating of "A" general liability insurance including, without limitation, coverage for personal and advertising injury, which includes LICENSOR as an additional insured, along with its officers, commissioners, employees, agents and representatives. The amount of coverage shall be not less than Two Million dollars (\$2,000,000 USD), combined single limit (with no deductible amount) for each single occurrence and in the aggregate. The policy shall provide for thirty (30) days written notice [ten (10) days for non-payment of premium] to LICENSOR from the insurer by receipted mail, in the event of any modification, cancellation or termination. Upon execution of this Agreement, LICENSEE shall furnish LICENSOR (attention to its City Risk Manager) with an insurance industry certificate of insurance or a certified copy of the full insurance policy evidencing the same. [To see a complete list of insurance compliance instructions, please see "instructions for City insurance requirements" attached as Schedule B] In no event shall LICENSEE manufacture, advertise, distribute or sell any products bearing the MARKS prior to LICENSOR'S receipt of such proof of insurance.

9. NOTICE

- A. Any notice required to be given pursuant to this Agreement shall be in writing and (a) mailed by certified or registered mail, return receipt requested, (b) delivered by a national overnight express service, (c) hand delivered or (d) sent by facsimile and followed by U.S. mail, in

each case to the address or facsimile number and to the attention of the party (by name or title) set forth below (or to such other address and to the attention of such other party as designated by written notice to the other party):

LICENSOR: Kristin M. Crowley
Fire Chief
Los Angeles Fire Department
City Hall East, Suite 1800
200 North Main Street
Los Angeles, CA 90012

CC: Ronnie Villanueva
Chief of Staff
Los Angeles Fire Department
City Hall East, Suite 1800
200 North Main Street
Los Angeles, CA 90012

LICENSEE David Barrett
MySafe:LA
5301 Beethoven, Suite 228
Los Angeles, CA 91204

- B. The date of giving of any such notice, consent, waiver or other communication shall be (i) the date of delivery if hand delivered, (ii) the date of receipt for certified or registered mail, (iii) the day after delivery to the overnight courier service if sent thereby, and (iv) the date of telephone facsimile transmission on production of a transmission report by the machine from which the facsimile was sent that indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

10. JURISDICTION AND DISPUTES

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the U.S. laws that pre-empt the applicable California State Laws, without regard to any conflict-of-law principles.
- B. All disputes under this Agreement shall be resolved by the courts of the State of California, including the U.S. District Court for the Central District of California, seated in the County of Los Angeles, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

11. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

12. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

13. SEVERABILITY

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

14. ASSIGNABILITY

LICENSEE may not assign any of its rights including the license granted herein, nor delegate any of its obligations under this Agreement, without the prior written consent of CITY via the Chief of the LAFD. Notwithstanding the foregoing, any change in the name, principal address and/or form of corporation of the LICENSEE shall not constitute or be construed as an assignment by LICENSEE of this Agreement, provided LICENSEE update the records of the City with such change in a timely manner.

15. RELATIONSHIP OF PARTIES

LICENSEE acknowledges that it is not an agent or representative of LICENSOR and has no authority to assign or create any obligation on behalf of or in the name of, or binding upon, LICENSOR, or to represent LICENSOR in any manner not specifically provided herein except as stipulated to in the MOA.

16. INTEGRATION

This Agreement, along with the MOA, constitutes the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the parties. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

17. SURVIVABILITY

The following paragraphs shall survive termination, expiration and cancellation of this Agreement: Paragraphs 4, 5, 6, 8, 9, 11, 12, 13, 15, 16, 18.

18. PRIORITY OF AGREEMENTS

Insofar as intellectual property rights (including trademark and copyright, if any) and License grant arising out of or related to the MARKS, this Agreement shall govern over the MOA or any other documents incorporated by reference hereto (this Agreement) or thereto (the MOA). As to all other non-intellectual property rights, issues or matters, the MOA shall take precedence over this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

LICENSOR:

LICENSEE:

City of Los Angeles, Los Angeles Fire Dept.

MySafe:LA

By: _____
Name: Kristin M. Crowley, Fire Chief

By: _____
Name: David Barrett, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Name: Tanea Ysaguirre, Deputy City Attorney

Date: _____

**SCHEDULE A
TO
TRADEMARK LICENSE AGREEMENT
BETWEEN
CITY OF LOS ANGELES
AND
MY SAFE: LA**

MARKS Licensed:

The following MARKS form part of this Agreement:

1. The Los Angeles Fire Department Badge.
2. The Los Angeles Fire Department Uniform.
3. The Letters "LAFD", including all logos.
4. Any other marks, designs, mottos, logos, and insignias that are readily identifiable with and/or associated with the Los Angeles Fire Department, and as modified from time to time.

**SCHEDULE B
TO
TRADEMARK LICENSE AGREEMENT
BETWEEN
CITY OF LOS ANGELES
AND
MY SAFE: LA**

Instructions to Comply with City's Insurance Requirements:

**CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**
(Share this information with your insurance agent or broker.)

1. **Agreement/Reference.** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
2. **When to Submit.** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval.** An **Insurance Industry Certificate of Insurance (such as an ACORD Certificate)** containing a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **Insurance Industry Certificates of Insurance:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.

- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.
- Professional Liability insurance.

Completed Insurance Industry Certificates of Insurance can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management ((213) 978-7615 or (213) 978-7616). Electronic submission is the preferred method of submitting your documents. Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao/lacity.org/risk/>.

4. **Renewal.** When an existing policy is renewed, submit an Insurance Industry Certificate of Insurance or a renewal endorsement. If your policy number changes, you must submit a new Additional Insured Endorsement.

5. **Alternative Programs/Self-Insurance.** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at <http://www.2sparta.com>, or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of CONTRACTOR/CONSULTANT.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. Surety coverage may be required to guarantee performance of work. A Crime Policy may be required to handle CITY funds or securities, and under certain other conditions. Specialty coverages may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the Bond Assistance Program Los Angeles at <http://www.imwis.com/services/bonding/assistance/index.asp> or call (213) 327-0298 for more information.