

LOS ANGELES FIRE DEPARTMENT




KRISTIN M. CROWLEY
FIRE CHIEF

September 26, 2024

BOARD OF FIRE COMMISSIONERS
FILE NO. 24-098

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: RENEWAL OF LOS ANGELES FIRE DEPARTMENT FOUNDATION
MEMORANDUM OF UNDERSTANDING AND TRADEMARK LICENSE
AGREEMENT

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

SUMMARY

The Los Angeles Fire Department Foundation (LAFDF) has been a valued not-for-profit partner of the Los Angeles Fire Department (Department) since entering into a Memorandum of Understanding (MOU) with the Department on January 1, 2011. The Department seeks to renew this MOU and Trademark License Agreement (Agreement), effective October 1, 2024, allowing for the continued support of public safety. This MOU has been reviewed and approved as to legal form by the City Attorney.

RECOMMENDATIONS

That the Board:

1. Approve the attached MOU and Agreement and authorize the Fire Chief to enter into said agreements on behalf of the Department.
2. Transmit the attached MOU and Agreement to the City Council in accordance with the Los Angeles Administrative Code, Section 10.5, for consideration and approval.

CONCLUSION

The Los Angeles Fire Department benefits tremendously from the exceptional service and gracious donations provided by the Los Angeles Fire Department Foundation. The Fire Chief and administration acknowledges the LAFDF for their ongoing generosity and commitment.

Board report was prepared by Betty Cornejo, Senior Management Analyst I, Administration Bureau.

Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES FIRE DEPARTMENT
AND
LOS ANGELES FIRE DEPARTMENT FOUNDATION**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into, effective as of October 1, 2024 ("Effective Date"), by and between the City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department ("Fire Department" or "LAFD"), on the one hand, and the Los Angeles Fire Department Foundation, a California non-profit public benefit corporation ("Foundation") on the other hand (hereafter "Party" or "Parties").

RECITALS

WHEREAS, the Fire Department is a Department of the City of Los Angeles and the Chief Administrative Officer of the Fire Department is the Fire Chief; and

WHEREAS, the Board and Fire Department support the establishment of the Foundation; and

WHEREAS, the Foundation is a California non-profit public benefit corporation in good standing with the California Secretary of State; and

WHEREAS, the purpose of this MOU is to establish a written understanding between the Parties to define each Party's respective role and responsibilities,

NOW, THEREFORE, in consideration of the recitals and mutual obligations herein contained, the Parties hereby agree that the understanding between them is as follows:

I. REPRESENTATIVES OF PARTIES

- A. The representatives of the respective Parties who are authorized to administer this MOU, and to whom formal notices, demands, requests and communication shall be given are as follows:

For Fire Department: Kristin M. Crowley, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, CA 90012
(213) 473-9989

For Foundation: Liz Lin, President
Los Angeles Fire Department Foundation
1875 Century Park East, Suite 200
Los Angeles, CA 90067
(310) 552-4139

- B. All notices required or permitted by this MOU shall be in writing and may be delivered in person, or by electronic mail, facsimile transmission or regular, certified or registered mail during normal business hours, and shall be deemed sufficiently given if served in a manner specified in this paragraph.

II. TERM AND TERMINATION

The term of this MOU shall be for three (3) years beginning on the Effective Date. This Agreement may be terminated by either Party at any time, with said termination becoming effective thirty (30) days following receipt of written notice of such termination.

III. ROLES AND RESPONSIBILITIES OF PARTIES

- A. The Parties hereby agree that the understanding between them as to the respective roles and responsibilities is as follows:
1. Authority for Fundraising. The Foundation will raise funds to provide essential equipment, training, and public outreach programs in support of the Fire Department's mission to protect life, property, and the environment.
 2. Employment Practices. The Foundation will make all hiring, retention and compensation decisions respecting its employees, consultants and advisors. All such decisions shall be subject to all applicable laws. The employees, consultants and advisors of the Foundation are not and shall not be deemed employees, consultants and/or advisors of the Board, the Fire Department or the City of Los Angeles.
 3. Indemnification. The Foundation shall defend, indemnify and hold harmless the City from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses arising from or as a result of any acts, errors or omissions of the Foundation or its officers, agents or employees. The Foundation shall acquire and maintain such insurance protection as is necessary to defend and indemnify the City.
 4. Intellectual Property. Prior to usage of any LAFD trademarks, the Foundation agrees to enter into a license agreement pursuant to which the **City of Los Angeles** may grant to the Foundation, a non-exclusive, royalty-free, license to use the Fire Department's trademarks for the term of the MOU in connection with the Foundation's purposes.
 5. Limitation of Overhead. The Foundation hereby agrees that its overhead will be no higher than the limits recommended as best practice by Charity

Navigator and Guidestar who set the standards for non-profit organizations.

6. Funding Requests. The Fire Department will provide the Foundation with non-confidential information relating to the Fire Department's approved funding requests. The Foundation may use such information in determining the use of the Foundation's assets.
7. Financial Statements. Annual financial statements of the Foundation will be provided by the Foundation to the Fire Chief and the Board.
8. Disposition of Assets Upon Dissolution. Pursuant to the Articles of Incorporation, upon dissolution, the net assets of the Foundation will be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to local government, for a public purpose. Upon dissolution, any funds raised with the support or cooperation of the Fire Department for the Fire Department shall be transferred to another non-profit benefit corporation with similar purposes or to the Fire Department for public purposes.

IV. PROVISION OF LAW AND SEPARABILITY

The Parties agree that this MOU is subject to all applicable federal, state, and local laws, the Los Angeles City Charter, and any applicable rules and regulations enacted by independent commissions of the City (collectively, "Laws"). If any article, part, or provision of this MOU is in conflict or inconsistent with such laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such MOU article, part, or provision will be suspended and superseded by such Laws *and/or* court ruling, and the remainder of this MOU will not be affected thereby, unless the essential purpose of this MOU will be materially impaired thereby.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations not set forth in this MOU are of no force or effect. Any amendment to this MOU shall be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have agreed and signed this MOU as of the Effective Date.

**LOS ANGELES FIRE DEPARTMENT
FOUNDATION**, a California
non-profit public benefit corporation

Name: Liz Lin
Title: President

Date

Name: Mike Ahmar
Title: Chairman

Date

LOS ANGELES FIRE DEPARTMENT,
a Department of the City of Los Angeles,
acting by and through its Fire Chief

Name: Kristin M. Crowley
Title: Fire Chief

Date

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into on October 1, 2024, by and between the City of Los Angeles (“Licensor” or “City”), a municipal corporation duly organized and existing under the laws of California, by and through its Los Angeles Fire Department (“LAFD”), having an address at 200 North Main Street, 16th Floor, Los Angeles, California 90012, and the Los Angeles Fire Department Foundation (“Licensee”), a 501(c)(3) non-profit organization duly organized and existing under the laws of the State of California, having an address at 1700 Stadium Way, #100, Los Angeles, CA 90012.

WITNESSETH:

WHEREAS, Licensor is the sole and exclusive owner of the rights to use the LAFD Marks (“Marks”) identified on Schedule “A”, attached hereto and made a part hereof, in connection with fire services and related goods, in the United States and worldwide, and has established substantial goodwill and reputation in the Marks through such use;

WHEREAS, Licensor has the power and authority to grant to Licensee the right, privilege, and license to use the Marks in connection with Licensee’s purpose to raise funds to provide essential equipment, training, and public outreach programs in support of the LAFD’s mission to protect life, property, and the environment;

WHEREAS, Licensee desires to obtain from Licensor a non-exclusive license to use the Marks in or in association with the manufacture and sale of merchandise including, but not limited to, apparel, toys, caps, glassware, and paper products (collectively “Licensed Materials”) and any advertising and promotional materials associated therewith (the “Promotional Materials”);

WHEREAS, Licensee wishes to use and Licensor wishes to license the Marks for

use in Licensed Materials that do not demean, disparage, disgrace, or cast in an unfavorable light, the City of Los Angeles or any of its employees or departments;

WHEREAS, both Licensee and Licensor have entered into a Memorandum of Understanding (“MOU”) dated October 1, 2024, and this Trademark License Agreement (“Agreement”) is coterminous and coexistent with the MOU and is only in effect during the term of the MOU; and

WHEREAS, both Licensee and Licensor are in agreement with respect to the terms and conditions on which Licensee shall use the Marks.

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-assignable right and license to use the Marks contained in Schedule A on or in association with the Licensed Materials in the United States (the “Licensed Territory”). 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. This Agreement authorizes Licensee and its sub-licensees and its manufacturers to produce items and goods bearing the Marks on Licensed Material as authorized by this Agreement. In the avoidance of doubt, this Agreement does not confer on Licensee any rights to sub-license or to make derivative marks based on the Marks or any designs therein without authorization or prior approval from Licensor.

B. Licensee is solely responsible for the costs associated with the production, manufacturing and distribution of Licensed Materials. LAFD shall not reimburse for any

costs in the production or creation thereof.

C. Licensee shall provide Licensor with an account and list of all sub-licensees, vendor(s) and manufacturer(s) associated with the production of all items bearing the Marks. Licensee shall also provide Licensor with the costs associated with such production, upon request by Licensor

D. In a 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 make) production overruns or distribute, sell, or transfer Licensed Materials for grey market sales (i.e., outside the scope of the use and Licensed Territory under this license or the MOU).

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 three (3) years, so long as the MOU, including any amendments, modifications or extensions thereof, is in effect ("Term"), unless sooner terminated by Licensor.

B. This Agreement is coterminous and coexistent with the MOU and is only in effect during the term of the MOU. This Agreement shall terminate automatically when the MOU expires, is terminated, or cancelled.

3. COMPENSATION

In consideration for the license granted hereunder for use of the Marks in connection with the Licensed Materials, Licensee agrees to provide Licensor with other good and valuable consideration including a good faith promise to raise funds to provide essential equipment, training, and public outreach in support of the LAFD, the receipt of which is hereby acknowledged by Licensor.

4. VENDOR REQUIREMENTS, QUALITY CONTROL, AND SAMPLES

A. Vendor Requirements. The Licensee shall require any manufacturer or vendor to agree expressly in writing to limit use or manufacture of the Licensed

Materials to the Licensee's purchase under this Agreement.

B. Quality Control Requirements. The Licensed Materials shall not demean, disparage, disgrace, or cast in an unfavorable light, the City of Los Angeles or any of its employees or departments. The foregoing is not intended to impinge upon any historical rendition of the facts or events. **Licensor shall have the right to review, approve, and reject the Licensed Materials and the parts of Licensed Materials where the Marks visually appear, to ensure the use of the Marks are in accordance with the terms of this Agreement, at least ten (10) business days before the Licensed Materials are distributed, displayed, or placed in the stream of commerce in any manner.** Licensed Materials duly and expressly approved by City in writing shall be deemed "Approved Materials," against the exploitation of which City hereby waives all of its injunctive relief rights. Any Licensed Material rejected by Licensor shall not be distributed, displayed, or placed in the stream of commerce in any manner. In the event that Licensee distributes, displays, or places in the stream of commerce any Licensed Material rejected by Licensor, Licensor shall have the right to immediately terminate Licensee's use of the Marks and require that the Licensee cease using the Marks, as well as seek monetary damages and equitable and injunctive relief.

C. 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 and space permitting, each copy or unit of the Licensed Materials shall include the following notice: *"All Los Angeles Fire DepartmentTM marks, insignia, and badges are trademarks of the City of Los Angeles. Use permitted."*

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 trademark or copyright that may be issued or be granted therefrom.

B. Licensee acknowledges that the Marks have acquired secondary meaning.

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 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 other products or services without prior written authorization from Licensor;
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 section entitled INTELLECTUAL PROPERTY RIGHTS shall survive the expiration or any termination of this Agreement.

6. INFRINGEMENT

Licensee agrees to promptly notify Licensor of any infringement of the Marks by

others, or any hostile or adversary actions or proceedings by others against the Marks, of which it becomes aware. Licensor shall have the sole right and discretion to take enforcement action against such infringement, or to defend its Marks in such hostile or adversary actions or proceedings. Upon Licensor's request, and at Licensor's cost and expense, Licensee shall provide necessary and reasonable assistance with respect to said enforcement action or defense.

7. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. Immediate Right of Termination. Licensor shall have the right to immediately terminate this Agreement by giving written notice to Licensee in the event that Licensee does any of the following:

1. Fails to obtain or maintain insurance in the amount and of the type provided for herein, if any; or
2. Files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues or dissolves its business or if a receiver is appointed for Licensee or for Licensee's business and such receiver is not discharged within thirty days.

B. Right to Terminate Upon Breach. Either party may terminate this Agreement on 30 days' written notice to the other party in the event of a material breach of any material provisions of this Agreement by the other party, provided that, during the 30-day period, the breaching party fails to cure such breach.

8. 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 Chief's Office within 30 calendar days from the expiration/termination date. The Licensee shall be permitted to use, consistent with this Agreement (other than the Term), its 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.

The following paragraphs survive termination, expiration, or cancellation of this Agreement: paragraphs 4, 5, 9, 10, 12, 13, 14, 16, 17, 18.

9. INDEMNITY

Licensee agrees to defend and indemnify Licensor, and its officers directors, agents, and employees, against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Licensor based on the manufacture, use, distribution, display or sale of the Licensed Materials under the Marks including, but not limited to, actions founded on product liability and intellectual property rights. Licensee further agrees to indemnify, defend, and hold harmless Licensor from and against any liability, damages, and expense (including reasonable attorney fees and costs) suffered as a result of Licensee's breach of any provisions of this Agreement. Licensee's duties under this section shall survive the expiration or any termination of this Agreement.

10. INSURANCE

During the term of this Agreement and without limiting Licensee's obligation to indemnify, hold harmless and defend Licensor, Licensee shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to City's requirements; (2) comply with the Insurance Contractual Requirements (available at <http://cao.lacity.org/risk/>); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management.

Licensor shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Agreement.

11. NOTICES

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service in each case to the address and to the attention of the party set forth below:

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

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

Licensee: Los Angeles Fire Department Foundation
Frank Hotchkin Memorial Training Center
1700 Stadium Way, #100
Los Angeles, CA 90012

B. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

12. JURISDICTION AND DISPUTES

A. This Agreement shall be governed in accordance with the laws of the State of California.

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, 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.

13. 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.

14. 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.

15. 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 have been severed from the Agreement.

16. ASSIGNABILITY

The License granted hereunder is personal to Licensee and shall not be assigned or sublicensed by any act of Licensee or by operation of law, without the prior written consent of Licensor.

17. RELATIONSHIP OF PARTIES

Licensee acknowledges that it is not an agent or representative of Licensor and

has no authority to assume 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.

18. PRIORITY OF AGREEMENTS

Insofar as intellectual property rights and grants arising out of or related to the Marks, this Agreement shall govern over the MOU or any other documents incorporated by reference in the MOU. As to all other non-intellectual property rights, issues, or matters, the MOU shall take precedence over this Agreement.

19. INTEGRATION

This Agreement, along with the MOU, constitutes the entire understanding of the parties, 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.

[Signatures on Next Page]

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:
City of Los Angeles, by and through
its Los Angeles Fire Department

LICENSEE:
Los Angeles Fire Department
Foundation

By: _____
Kristin M. Crowley
Chief

By: _____
LIZ LIN
President

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
CARLOS DE LA GUERRA
Sr. Assistant City Attorney

Date: _____

SCHEDULE A
TO
TRADEMARK LICENSE AGREEMENT
DATED OCTOBER 1, 2024 BETWEEN
CITY OF LOS ANGELES
AND
LOS ANGELES FIRE DEPARTMENT FOUNDATION

A. The following Marks form part of this Agreement:

1. The badge and eagle heraldic design with the words "Los Angeles Fire Department."



2. The badge and eagle heraldic design with the words "LAFD."



3. The circular eagle heraldic design with the words "Los Angeles Fire Department."



4. The stylized letters "LAFD."
5. The patch and eagle heraldic design with the words "Los Angeles Fire Department."



6. The Los Angeles Fire Department Seal.
7. The words "Los Angeles City Fire Department."
8. Any other mark-design-motto-insignia that is readily identifiable with and/or associated with the Los Angeles Fire Department and its fire stations.

