

JULY 7, 2015

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

June 18, 2015

BOARD OF FIRE COMMISSIONERS
FILE NO. 15-065

TO: Board of Fire Commissioners

FROM: *Ralph M. Terrazas* Ralph M. Terrazas, Fire Chief

SUBJECT: RENEWAL OF LOS ANGELES FIRE DEPARTMENT FOUNDATION
MEMORANDUM OF UNDERSTANDING

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 Withdrawn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 has been a valued not-for-profit partner of the Los Angeles Fire Department since entering into a Memorandum of Understanding (MOU) with the Department on January 1, 2011. The Department seeks to renew this MOU (see attached), effective June 1, 2015, and continue our positive relationship with the Foundation.

RECOMMENDATION

That the Board:

1. Approve the MOU and authorize the Fire Chief to enter into said agreement on behalf of the Department.

FISCAL IMPACT

There is no fiscal impact to the Department's budget from approval of this MOU.

CONCLUSION

The Los Angeles Fire Department benefits tremendously from gracious donations and support provided by the Los Angeles Fire Department Foundation. The Community Liaison Office and the Fire Chief's Office acknowledge the Los Angeles Fire Department Foundation for their ongoing generosity.

Board report prepared by Public Information Director Peter Sanders, Community Liaison Office.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES FIRE DEPARTMENT
AND
LOS ANGELES FIRE DEPARTMENT FOUNDATION, INC.**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into, effective as of June 1, 2015 ("Effective Date"), by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Fire Commissioners ("Board") and the Los Angeles Fire Department ("Fire Department" or "LAFD"), acting by and through its Fire Chief ("Fire Chief"), on the one hand, and the Los Angeles Fire Department Foundation, Inc., 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: Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, CA 90012
(213) 473-9989

For Foundation: Karen Wagener, 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, 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. This MOU authorizes the Foundation to 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.

V. 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, Inc.**, a California
non-profit public benefit corporation

ATTESTED BY:

Name: Karen Wagener
Title: President

Name:
Title:

Name: Ron Rogers
Title: Chairman

APPROVED AS TO FORM:

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

**LOS ANGELES CITY ATTORNEY
MIKE FEUER, CITY ATTORNEY**

Name: Ralph M. Terrazas
Title: Fire Chief

Name: Julie Raffish
Title: Deputy City Attorney