

# LOS ANGELES FIRE COMMISSION

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EXECUTIVE OFFICE  
200 NORTH MAIN STREET, SUITE 1840  
LOS ANGELES, CA 90012

(213) 978-3838 PHONE  
(213) 978-3814 FAX

December 15, 2020

Honorable Members of the City Council  
City of Los Angeles  
City Hall, Room 395  
Attn: City Clerk

## [BFC 20-114] – FIVE YEAR RENEWAL OF LOS ANGELES FIRE DEPARTMENT FOUNDATION MEMORANDUM OF UNDERSTANDING

At its special meeting of December 15, 2020, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted the City Council for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Isela Iñiguez  
Acting Commission Executive Assistant II

Attachments

cc: Board of Fire Commissioners (without attachments)  
Fire Chief Ralph M. Terrazas (without attachments)

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

APPROVED: 12/15/20  
BOARD OF FIRE COMMISSIONERS  
BY:   
COMMISSION EXECUTIVE ASSISTANT

November 11, 2020

BOARD OF FIRE COMMISSIONERS  
FILE NO. 20-114

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

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

FINAL ACTION:	<input checked="" 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 Withdrawn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 City Fire Department since entering into a Memorandum of Understanding (MOU) with the Department on January 1, 2011. The Department seeks to renew the attached MOU with the Foundation for five years effective December 1, 2020, 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 authorize the Fire Chief to enter into said agreement on behalf of the Department.
2. Transmit the attached MOU 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 Los Angeles Fire Department Foundation for their ongoing generosity and commitment.

Board report prepared by Deputy Chief Graham Everett, Chief of Staff.

**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 December 1, 2020 ("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: Ralph M. Terrazas, 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  
1700 Stadium Way, Room 100  
Los Angeles, CA 90012  
(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 five (5) 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: Ralph M. Terrazas  
Title: Fire Chief

\_\_\_\_\_  
Date