County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

March 1, 2005

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:

LICENSE AGREEMENT FOR USE OF A SONG ENTITLED "I AM A CHILD" AND CERTAIN TRADEMARKS OWNED BY THE SHERIFF'S DEPARTMENT FOR THE PURPOSE OF RAISING FUNDS FOR THE 999 FOR KIDS PROGRAM (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the License Agreement granting the Sheriff's Department rights to use the song entitled "I am a Child" for the 999 for Kids Program and authorizing West of Nashville Music and Charles Steven Couser to use certain Sheriff's Department's trademarks to market this song for the purpose of promoting and raising funds for the 999 for Kids Program.

2. Approve that donations will be sent to the Sheriff's Youth Foundation for the exclusive use by the 999 for Kids Program.

3. Delegate authority to the Sheriff or his designee, if it is in the best interests of the County, to make any necessary amendments, extensions, or modifications to this License Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Los Angeles County Sheriff's Department and the Department of Children and Family Services (DCFS) joined together and organized the 999 for Kids Program in 1985. The Program was developed to help physically and mentally challenged children throughout Los Angeles County who are victims of the most severe cases of child

abuse, neglect and domestic violence. The 999 for Kids Program raises money for the purpose of purchasing special items and services for these children. The Specialized Medical Placement and Deaf Services Units of DCFS are responsible for the care of more than 1,000 of the foster children who benefit from the Program.

Charles Steven Couser is the exclusive owner of the song entitled "I am a Child," and grants to the Sheriff's Department's 999 for Kids Program all licensing rights to use, sell, and/or donate the song for the purpose of promoting and raising funds for the Program.

Implementation of Strategic Plan Goals

Approval of the proposed License Agreement would support the County's Strategic Goal #5, Children and Families' Well-Being, by assisting with the economic, social and emotional well-being of numerous foster children in the County.

FISCAL IMPACT/FINANCING:

There will be no fiscal impact on the County budget.

Charles Steven Couser will bear all costs associated with the production of the song, "I am a Child," and will provide the County with detailed written accounting statements on a quarterly basis reflecting the sales of the song.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Sheriff's Youth Foundation is a separate nonprofit corporation. The net proceeds raised from using this song will be donated to this Foundation exclusively for the 999 for Kids Program.

Pursuant to Section 26110 of the Government Code and Chapter 2.132 of the County Code, the County may license, for a fee or other consideration, the use of its name, logo or other intellectual property. The County is the owner of the trademarks "999 for Kids" and its logo.

A gift of public funds is valid if the gift serves the public purpose of the donor. The gift must serve the general interests and welfare of the citizens of the County as a whole. (Government Code Sections 25365; 25504). This donation to the Sheriff's Youth Foundation benefits the interests and welfare of the County.

County Counsel has approved the License Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The License Agreement will have no direct or significant impact on current services. The song will be manufactured, marketed, and sold at no cost to the Sheriff's Department. The approval of this License Agreement will assist the Department in raising funds for the Program.

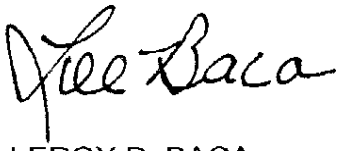
CONCLUSION:

This is an opportunity for the Department's 999 for Kids Program to raise much needed funds for the purpose of purchasing special items and services for the physically and mentally challenged children throughout the County.

Please send an adopted, stamped copy of the License Agreement to the Sheriff's Department, 999 for Kids Program, 4700 Ramona Boulevard, Monterey Park, California 91754.

Please contact Commander Pete Amico, Chairman of the 999 for Kids Program, at (323) 526-5756 if you have any questions.

Sincerely,



LEROY D. BACA
SHERIFF

MUSIC AND TRADEMARK LICENSE AGREEMENT

This agreement ("Agreement") dated as of October 21, 2004 is entered into between the County of Los Angeles, a public government agency having a principal place of business at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as the "County"), on one hand, and West of Nashville Music and Charles Steven Couser having its principal place of business at 10259 Whitecrown Circle, Corona, California 92883-9267 (collectively the "Couser"), on the other hand. This Agreement shall be effective upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors.

This Agreement is entered into upon the following set of facts:

RECITALS

1. In 1985, the Los Angeles County Sheriff's Department ("LASD") and the Los Angeles Department of Children and Family Services joined together and organized the "999 For Kids" Program ("999 Program"). This program was developed to help physically and mentally challenged children throughout Los Angeles County who are victims of the most severe cases of child abuse, neglect and family violence. The 999 Program raises money for the purpose of purchasing special items and services for these children, (e.g., sport wheelchairs, computers, special education classes, medically-oriented toys and games);

2. The County is the exclusive owner of the following trademarks: (i) the "999 For Kids" logos attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference and (ii) the "999 For Kids" program title (collectively "the LASD 999 Trademarks"). The County has developed and created rights in the LASD 999 Trademarks and has secured trademark and service mark registrations in the United States for the LASD 999 Trademarks. Additionally, the County has and will continue to police, monitor, and regulate the use of the LASD 999 Trademarks to retain the integrity and strength of such trademarks and to ensure the favorable and positive identification of such trademarks, the County, the LASD and the 999 Program;

3. Couser is the exclusive owner of the music, lyrics, titles, arrangements, sound recordings and performances embodied therein of a musical work entitled "I Am A Child" written by Charles Steven Couser (the "Music") and performed by Valerie Lynn McLendon (the "Master") and all worldwide copyrights therein. The Music and Master are collectively referred to in this Agreement as the "Song." A copy of the lyrics to the Song is attached to

this Agreement as Exhibit B and incorporated into this Agreement by this reference.

4. Couser has entered into an agreement with Valerie Lynn McLendon ("Performer") whereby Performer has granted all of her right, title and interest in the Song to Couser ("Performer Agreement"). The Performer Agreement is attached to this Agreement as Exhibit C and incorporated into this Agreement by this reference;

5. The County is interested in licensing on an exclusive basis all rights in the Song (but excluding those rights reserved by Couser to sell the Song to raise money for the 999 Program as set forth in Paragraph 1.3), for the purpose of promoting and raising funds for the 999 Program.

6. Couser is interested in licensing on a non-exclusive basis the rights to the LASD 999 Trademarks for use in marketing, promoting and selling the Song and the 999 Program.

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1.0 LICENSES

1.1 Song License. Couser grants to the County in perpetuity the exclusive, worldwide right and license to use, sell and/or donate the Song for the promotion and fund raising of the 999 Program as follows:

(a) to broadcast the Song on radio and/or television throughout the world in order to promote the 999 Program;

(b) to play, perform and/or reproduce the Song at fundraisers and/or other events hosted by the County, the LASD, the 999 Program and/or third parties for the benefit of the 999 Program;

(c) to use the Song and/or its title on the websites owned, controlled and/or maintained by the County, the Los Angeles Department of Children and Family Services, the LASD and/or the 999 Program;

(d) to use and reproduce the Song and portions of the Song in conjunction with the 999 Program for the purpose of manufacturing, distributing and selling audio devices, whether now known or hereafter devised, including but not limited to, compact discs and tapes, for the

purpose of raising awareness and/or income for the 999 Program. The 999 Program shall be entitled to one half (1/2) of all "Net Proceeds", as defined below received from the sale and/or exploitation of the Song and/or the 999 Program by either the County and/or Couser as set forth more particularly in Paragraph 2.1 below.

1.2 License of LASD 999 Trademarks. The County grants to Couser a non-exclusive license beginning on the date of the County's execution of this Agreement and continuing thereafter for a period of two (2) years which period may be extended by mutual agreement by the parties, in writing, to use the LASD 999 Trademarks as follows:

(a) the right to use the LASD 999 Trademarks on Couser's and/or West of Nashville's website to promote the 999 Program and the distribution and sale of the Song, provided that the manner in which the LASD 999 Trademarks are used on such websites shall be subject to the County's prior written approval.

(b) the right to use the LASD 999 Trademarks on copies of singles and/or compilations records containing the Song and in print advertising relating to the Song and/or the 999 Program, provided that the manner in which the LASD 999 Trademarks are used on singles and/or compilation records shall be subject to the County's prior written approval.

(c) Couser acknowledges that nothing in this Agreement shall give any member companies, persons, groups, organizations, businesses, other corporations, entities, or individuals related to Couser the right to use the LASD 999 Trademarks.

1.3 Reservation of Rights. Notwithstanding anything contained in this Agreement, Couser shall retain the copyright in the Song. Additionally, Couser shall retain the right to reproduce, distribute, sell and advertise the Song for the limited purpose of promoting awareness and/or raise income for the 999 Program, provided that all income received by Couser and/or his recording label from the sale of the Song shall be split between Couser and the 999 Program as more particularly set forth in Paragraph 2.1 below. All rights in and to the Song which are not specifically granted to the County herein are reserved exclusively by Couser. All rights in the 999 Trademarks that are not specifically licensed to Couser herein are reserved exclusively by the County.

1.4 Trademark Notices. Couser will include appropriate trademark notices on all advertising, websites and/or copies of the audio devices

manufactured by Couser and/or his licensees containing the Song, as directed by County.

2.0 MANUFACTURE OF CDS AND DISTRIBUTION OF PROCEEDS

Upon request by the County and at Couser's sole cost, Couser shall reproduce, manufacture and ship compact discs to the County for sale and/or other distribution by the County pursuant to the terms of this Agreement. Couser will supply such copies to the County within a reasonable period of time to be mutually agreed upon by the parties. In the event Couser fails to reproduce, manufacture and/or ship such compact discs upon the County's request, the County shall have the right in its sole and absolute discretion to reproduce and manufacture such compact discs for sale, donation and/or other distribution for the benefit of the 999 Program.

2.1 DISTRIBUTION OF PROCEEDS/ACCOUNTING

The County on behalf of the 999 Program and Couser shall split equally (i.e., 50%/50%) all "Net Proceeds", as defined below, received from the sale and/or other exploitation of the 999 Program Song. Net Proceeds shall be defined as any and all gross income received from the sale and/or exploitation of the Song by Couser, the County and/or any other third party from any and all sources and in all media throughout the universe in perpetuity, less Couser's recoupment of only the actual, verifiable and direct manufacturing costs for the 999 Program single and/or compilations records containing the Song. All other costs incurred by Couser in connection with the sale or marketing of the Song shall be the sole responsibility of Couser. The parties will mutually agree on the appropriate sale price for the single and/or compilations records containing the Song. Couser will provide the County (Attention: Sheriff's Department, 999 for Kids Chairperson) on a quarterly basis with the County's participation in the Net Proceeds as well as detailed written accounting statements reflecting all sales and/or other exploitation of the Song by Couser and/or the County as well as Couser's costs in connection with the manufacturing of copies of the Song. All "Net Proceeds" payable to the County pursuant to this agreement shall be sent to the Sheriff's Youth Foundation to the address set forth in Paragraph 7.0 below, with a courtesy copy of the check to the LASD, 999 for Kids Chairperson. LASD and the Sheriff's Youth Foundation shall have the right to audit Couser's accounting books regarding the cost of manufacturing, sales, and/or income derived from the sale of the devices/items with the LASD Trademarks.

3.0 APPROVAL RIGHTS

The County shall have prior written approval over the use of the LASD 999 Trademarks by Couser.

3.1 QUALITY CONTROL

Quality and Maintenance: Couser shall maintain the level of quality of the devices, items or goods, upon which the LASD Trademarks are used, as to be consistent with high quality. If LASD determines that Couser has failed to maintain the high level of quality, it shall have the right to terminate the license.

4.0 COUSER/LASD WARRANTIES

4.1 Couser hereby represents and warrants to the County that:

(a) Couser is the lawful owner or agent of the owner of the Music and Master and has the full right and authority to enter into this Agreement and to grant to the County all of the rights and licenses herein granted;

(b) there exists no adverse claim or demand against the Music and Master of which Couser is aware;

(c) exercise of the rights and licenses granted to the County in this Agreement will not result in the County or its assignees or licensees becoming liable for further payment of any kind to any party in respect of the Music and Master, including but not limited to, payments to Performer and/or Charles Steven Couser.

(d) that Couser will do nothing inconsistent with County's ownership of the LASD 999 Trademarks or in denigration or tarnishment of the LASD 999 Trademarks nor of County and/or the LASD.

4.2 The County hereby represents and warrants to Couser that the County is the lawful owner or agent of the owner of the LASD 999 Trademarks and has the full right and authority to enter into this Agreement and to grant to Couser all of the licenses granted to Couser under this Agreement.

4.3 Couser covenants and agrees to indemnify and hold the County and the LASD, its assignees and licensees harmless from any and all claims, demands, liabilities, causes of action and costs, including actual legal costs,

suffered or incurred by them as a result of or connected with a breach by Couser of any representation, warranty or provision contained in this Agreement.

5.0 INFRINGEMENT AND ACTIONS BY THIRD PARTIES

5.1 Couser agrees to notify County of any unauthorized use of the LASD 999 Trademarks by third parties promptly upon Couser's notice of such use. The County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement involving the LASD 999 Trademarks, and Couser agrees to cooperate fully with County and to use his best efforts to stop the use of the LASD 999 Trademarks by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

5.2 Couser shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark the LASD 999 Trademarks, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. In the event of the breach of this provision, Couser shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

6.0 ASSIGNMENT

This Agreement may not be assigned by the Couser except with the prior written consent of the County.

7.0 NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was received), or, if mailed, on

is that of independent contractors. Couser shall have no right to obligate or bind County in any manner whatsoever.

10.0 GENERAL PROVISIONS

10.1 The provisions of this Agreement are binding upon and shall enure to the benefit of the parties to this Agreement hereto and their respective heirs, successors, executors, administrators and assigns.

10.2 Couser agrees to execute, acknowledge and deliver to the County such further documents, instruments and assurances as the County may reasonably require in order to license the Song to the County.

11.0 MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first written above.

WEST OF NASHVILLE MUSIC

By: _____

Its: OWNER

COUNTY OF LOS ANGELES

By: _____ Date: _____

Chairman, Board of Supervisors

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By: _____ Date: 2/16/05

Leroy D. Baca
Sheriff

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy

EXHIBIT A

999 For Kids Logo

EXHIBIT B

I Am A Child

COPYRIGHT JAN. 2nd, 2004, BY C.S. COUSER (ASCAP)
WEST OF NASHVILLE MUSIC (ASCAP)-REVISED JAN. 16th, 2004

(V1)
I am a child, I am innocence…
I am the greatest gift of love
I'm here to bring joy… and comfort too
I was meant to give love…and be loved by you
I am a child…I am a child, so new…

(Chorus)
When darkness falls upon my life
And fear runs through my silenced soul
Please rescue me from lonely nights
You're all I have… where there is hope
Shout to the world my desperate plight
And help me back into the light
For I am just a child…

(V2)
I am a child, I'm like a fragile bird
Just leaving my nest, to explore this world
I'll fly 'neath your wing, I will soar to new heights
With you in my life, I will live to sing
I am a child, the greatest gift from above
Now, hear my cry, so again I can love…

(Chorus)
When darkness falls upon my life
And fear runs through my silenced soul
Please rescue me from lonely nights
You're all I have…where there is hope
Shout to the world my desperate plight
And help me back into the light
For I am just a child…

(Bridge)
I am the child who longs to dream
Dreams that lie… within your heart
Dreams…the key to wondrous things…

(Chorus)
When darkness falls upon my life
And fear runs through my silenced soul
Please rescue me from lonely nights
You're all I have…where there is hope
Shout to the world my desperate plight
And help me back into the light
For I am just a child…

(Tag)
I am just a child…
I am a child, I am innocence….

EXHIBIT C

Label and Artist Agreement

January 25, 2005

This document dated as of January 25th, 2005, represents an "Agreement" between DreamSeeker Music Group (aka: Tanglefoot Records, West of Nashville Music and Charles S. Couser), having a principal place of business at 10259 Whitecrown Circle, Corona, Ca. 92883-9267 (hereinafter referred to as "Label"), on the one hand, and Valerie Lynn McLendon, with a principal place of business at 5 Deer Track, Buckhead, Georgia, 30625 (the "Artist"), on the other hand. This Agreement shall become effective upon signing by both parties.

Both parties agree to the following:

That "Artist" on the above "Label", in her capacity as such, has recorded the song known as "I Am a Child". This song is to become "Exclusive" to the Los Angeles County Sheriff's Department (999 for Kids) program.

The "Licensing Agreement" involving the "Exclusive Use" rights to the song "I Am a Child", between the above "Label" and the Los Angeles County Sheriff's Department (999 for Kids) program, does not constitute an agreement with "Artist". "Artist" agrees that she has donated her time and talent on the song "I Am a Child". "Artist" also agrees there is no financial interest or "Agreement" with the Los Angeles County Sheriff's Department (999 for Kids) program and, or, the County of Los Angeles. Any financial "Agreement", if any, exists only between her "Label" and herself, "Artist", which would be covered in a separate "Agreement."

Charles S. Couser
DreamSeeker Music Group

Executed on: 01/28/05

Valerie Lynn McLendon

Executed on: Jan 25, 2005