The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to enter into a five-year exchange of services agreement (Agreement) with Toyota Motor Sales, U.S.A., Inc. (Toyota), to allow Toyota to sponsor 65 Toyota vehicles for beach patrol and emergency response services. In exchange for the vehicles, Toyota will receive the exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguards.”

APPROVE A LICENSING AGREEMENT WITH TOYOTA MOTOR SALES, U.S.A., INC. FOR EXCHANGE OF SERVICES (3RD AND 4TH) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into a five-year exchange of services agreement (Agreement) with Toyota Motor Sales, U.S.A., Inc. (Toyota), to allow Toyota to sponsor 65 Toyota vehicles for beach patrol and emergency response services. In exchange for the vehicles, Toyota will receive the exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguards.”

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE BOARD OF SUPERVISORS:

1. Find that this Agreement is exempt from the provision of the California Environmental Quality Act (CEQA).

2. Authorize the Fire Chief, or his designee, to sign the attached Agreement, in substantially the same form, and approved as to form by County Counsel between the District and Toyota, to allow the sponsorship of 65 Toyota vehicles for beach patrol and emergency response services and in exchange, allow to Toyota the exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguards.”

3. Delegate authority to the Fire Chief, or his designee, with County Counsel approval, to execute
amendments and supplements that are associated with the administration and management of the Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will provide the District’s Lifeguard Division with the continued use of sixty-five (65) Toyota vehicles, valued at approximately $2.25 million, for Lifeguard beach patrol and emergency response.

The Agreement will support the District’s mission to provide public safety to 72 miles of coastline in the County of Los Angeles. In exchange for the vehicles, Toyota will receive the following: (1) the exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguard”; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches; (3) be prominently featured on the District’s website; (4) request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and (5) request participation of available personnel during Toyota’s Special Events such as Water Safety Days and other promotional beach events.

Furthermore, the District has conferred with the Internal Services Department (ISD), and it has been determined that these vehicles would meet the public safety special performance requirements under the anticipated Clean Vehicle Purchasing Standards Board Policy, given their use for beach patrol and daily emergency response services. The District will continue to work closely with ISD to ensure its compliance with the anticipated policy for the purchase of its non-emergency vehicles.

Approval of the recommended actions will afford the District the ability to patrol and provide year-round, daily emergency services throughout our local County beaches and secure the safety of its visitors.

**Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County’s Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

**FISCAL IMPACT/FINANCING**

The 65 vehicles being sponsored are valued at approximately $2.25 million, which is the cost the District would otherwise incur to purchase the vehicles.

Toyota will pay for all warranty repairs, but the District will continue to be responsible for all other maintenance and service operating expenses. Sufficient funding is available in the District’s Fiscal Year 2019-2020 Final Adopted Budget. Beginning with FY 2020-21, ongoing funding for maintenance and service operating expenses will be part of the budget for Fire. There is no impact to net County cost.
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout our local County beaches and secure their safety. The attached Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended actions will enable the District to continue to provide uninterrupted beach patrol and emergency services to the millions of visitors throughout our local County beaches and secure their safety. The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the attached Agreement will ensure there is no impact on current services.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return a copy of the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063

The District contact may be reached at (323) 881-6173.
The Honorable Board of Supervisors
2/18/2020
Page 4

Respectfully submitted,

DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:zs

Enclosures

c: Chief Executive Officer
   Executive Office, Board of Supervisors
   County Counsel
   Internal Services Department
LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on June 1, 2020 (the "Effective Date") by and between the LOS ANGELES COUNTY FIRE DEPARTMENT and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (collectively, "LICENSOR"), on the one hand, and TOYOTA MOTOR SALES, U.S.A., INC., whose principal place of business is 19001 South Western Avenue, Torrance, California 90501 ("TMS/USA") and SOUTHERN CALIFORNIA TOYOTA DEALERS ASSOCIATION a California corporation ("SCTDA"), on the other hand (hereinafter collectively referred to as ("LICENSEE").

WHEREAS, LICENSOR is a public agency within the County of Los Angeles in the State of California; and

WHEREAS, LICENSEE is in the business of promoting the sale of Toyota brand motor vehicles on behalf of Toyota Dealers located in Southern California, agrees to sponsor 65 Toyota vehicles in exchange for, but not limited to, exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguards.”

WHEREAS, LICENSEE desires (1) the exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguard”; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches; (3) Toyota will be prominently featured on the District’s Lifeguard Division’s website; and (4) request the participation of District Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the District and County Counsel; and

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege and license described in this License Agreement, including the rights to use its Logos, trademarks and insignia’s (collectively, “Insignias”) as well as the right to grant access to the LICENSOR'S property for interviewing Lifeguard personnel (collectively referred to as "Rights"); and

WHEREAS, the intent of this Agreement is for LICENSOR to allow LICENSEE to (1) the exclusive right to advertise itself as the “Official Vehicle Sponsor of the Los Angeles County Lifeguard”; (2) name identification on all the vehicles identified in the Agreement, which precludes competing vehicle manufacturers from having name identification on County-owned and operated beaches; (3) Toyota will be prominently featured on the LICENSOR’s Lifeguard Division’s website; and (4) request the participation of LICENSOR’s Lifeguard Division personnel to provide testimonials provided the content has been vetted and approved by the LICENSOR and County Counsel, in exchange for LICENCEE to sponsor 65 Toyota vehicles to LICENSOR’S Lifeguard Division for beach patrol and emergency response services;

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:

1. **DEFINITIONS:** As used herein, the terms set forth below shall be defined as follows:

   a. “LICENSOR” shall mean the Los Angeles County Fire Department and the Consolidated Fire Protection District of Los Angeles County.
   
   b. “LICENSEE” shall mean Toyota Motor Sales U.S.A., Inc.
c. "Agreement Year" shall mean the 12-month period commencing on the date that this Agreement is executed by the Los Angeles County Board of Supervisors, which date shall become the effective date of this Agreement, and each following 12-month period thereafter throughout the term of this Agreement.

d. "Business Day" shall mean a day of the week falling on Monday, Tuesday, Wednesday, Thursday or Friday.

e. "Chief Lifeguard" shall mean the Chief Lifeguard of the LICENSOR’s Lifeguard Division.

f. "Lifeguard" shall mean the Lifeguard Division of the County of Los Angeles Fire Department.

g. "Logo" shall mean a co-branded logo which may be developed by the parties to this Agreement and mutually agreed upon in writing by parties to this Agreement but shall not include the official insignia of the County of Los Angeles.

h. "County of Los Angeles Beaches" shall mean those beaches over which the Lifeguard Division of the LICENSOR has jurisdictional or operational authority.

i. "Lifeguard Motor Vehicles" or "Vehicles" shall mean the marketing category to which this Agreement shall apply.

j. "Name Identification Space" shall mean that space designated on the Sixty-Five (65) Toyota vehicles hereinafter described to be acquired by LICENSOR.

k. "Premium(s)" shall mean any promotional article(s) used for the purpose of increasing the sales of particular products, including those of LICENCEE.

l. "Product(s)" shall mean any motor vehicle model(s) that are produced by LICENCEE.

m. "Trademark(s)" shall mean any word(s), name(s), logo(s), symbol(s) or any combination thereof which, when used by a party to this Agreement, would distinguish the Product made or sold by it or services rendered by it from those goods made or sold or services rendered by others.

n. "Vehicles" shall mean the Sixty-Five (65) Toyota vehicles described in Section 4 below as to which the rights of possession and use are being granted hereunder by LICENCEE to LICENSOR for use by the beach lifeguards and beach lifeguard operations.

2. **GRANT OF SPONSORSHIP RIGHTS.**

Subject to the other terms of this Agreement and upon execution of this Agreement, LICENSOR shall grant to LICENCEE the exclusive right within the category of "Lifeguard Motor Vehicles" to advertise on that property defined herein as the Vehicles as well as the ancillary rights listed below which are adjunctive but necessary incidents to the right to purchase advertising space on LICENSOR property.
a. LICENSOR grants to LICENSEE the right to generate publicity with respect to its status as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor of the Los Angeles County Lifeguards," the “Los Angeles County Ocean Lifeguards” and the “Los Angeles County Beach Lifeguards” via press materials and/or other forms of communication to be distributed to the media for non-editorial purposes ("Publicity").

b. LICENSOR grants LICENSEE a license to use during the period of this Agreement, the Logos and its status as Sponsor under this Agreement in connection with the advertising and promotion of its products. LICENSEE understands that the rights granted herein with respect to the Logo is limited to use in connection with promotion of its Products and do not extend to any other products, goods or services. LICENSEE acknowledges that LICENSOR owns all right and title to the Logo, including any intellectual property rights to the Logo, and LICENSEE use of the Logo is pursuant to and subject to the license grant provided herein.

c. LICENSOR grants LICENSEE an exclusive license, within the category of "Lifeguard Motor Vehicles" (car/trucks), to use the following Trademarks, which have been used and adopted by the LICENSOR:

"Official Truck/Vehicle of the Los Angeles County Lifeguards"
"Official Truck/Vehicle of the Los Angeles County Ocean Lifeguards"
"Official Truck/Vehicle of the Los Angeles County Beach Lifeguards"
"Official Vehicle Sponsor of the Los Angeles County Lifeguards"
"Official Vehicle Sponsor of the Los Angeles County Ocean Lifeguards"
"Official Vehicle Sponsor of the Los Angeles County Beach Lifeguards"

d. The Logo and LICENSOR's trademarks are and shall remain exclusively the property of LICENSOR. LICENSEE shall not, directly or indirectly, at any time, and in any country, (a) register or attempt to register, in any manner, the Logo or LICENSOR's Trademarks, or (b) challenge the validity of the Logo or LICENSOR's Trademarks. LICENCEE recognizes the LICENSOR's exclusive ownership of the Logo and the LICENSOR's Trademarks.

e. LICENSOR grants LICENSEE the exclusive right to be known as the "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Lifeguards, the Los Angeles County Ocean Lifeguards and the Los Angeles County Beach Lifeguards within the "Lifeguard Motor Vehicles" category. The right to be so designated with regard to non-LICENSOR sponsored events is contingent on LICENSOR having the legal right to grant such an exclusive right. If LICENSOR can legally grant such exclusive right to LICENSEE, it shall do so without any further consideration being paid by LICENCEE. All product exclusivity for promotional activity is granted pursuant to normal policies, procedures and government regulations.

f. LICENSOR grants LICENSE the right to display its Trademark on signage at the LICENCEE's Special Events, which display will be subject to all federal, state and local laws including all land use and environmental regulations. LICENSEE must seek the prior written approval of the Fire Chief, thirty (30) Business Days prior to the contemplated date of use, and the Sponsor must indicate the time, place, quantity, color, size, nature of material to be used as signs, proximity to other structures, and length of time such signage is to be displayed.

g. LICENSOR will add a photo of LICENSEE's Lifeguard Vehicles to the Lifeguard Division
page(s) of the Los Angeles County Fire Department website.

h. District agrees to host quarterly Brand Presence Activations and oversee LA Life Guard instruction on increasing proactiveness in providing brand awareness engagements on major holidays; notwithstanding emergency events which require District to suspend and/or cancel Brand Presence Activations.

3. LICENSEE OBLIGATIONS.

a. LICENSEE agrees that it will not cause or permit the Logos or Trademarks covered by this Agreement to be used or exploited in any manner contrary to public morals, or which violates prevailing standards of good taste, or reflects unfavorably upon the good name, good will, reputation and image, in whole or in part, of LICENSOR.

b. LICENSEE agrees to submit to LICENSOR for their prior written approval, all advertising, promotional television and radio commercials or any other display materials to be used by LICENSEE in connection with the Logos or Trademarks of LICENSOR. Such material shall be submitted not less than thirty (30) Business Days prior to its proposed release to the public.

c. LICENSEE agrees to submit for prior written approval to the LICENSOR, the signage design, size, nature of material, and desired location on the Vehicles for LICENSEE's Name Identification Space.

d. LICENSEE agrees not to use any Premium in connection with the rights herein granted unless prior written approval of such use has been obtained from LICENSOR.

e. LICENSEE agrees not to manufacture any Premium using LICENSOR’s Logos unless prior written approval has been granted by LICENSOR.

f. If LICENSEE desires to sell or distribute for sale any Premium bearing the Logo(s) and/or Trademark(s) of LICENSOR, a separate licensing agreement shall be negotiated between LICENSOR and LICENSEE.

g. LICENSEE agrees to submit for prior written approval to the LICENSOR, requests for interviewing LICENSOR’s Lifeguard personnel.

h. LICENSEE agrees to submit for approval all filmed material to LICENSOR prior to public dissemination and broadcast.

4. CONSIDERATION.

a. Vehicles. During the Term of this Agreement, LICENSEE will make available to the District Forty-Five (45) Toyota Tacoma model trucks, Eighteen (18) Toyota Tundra Four-Wheel Drive Trucks, and Two (2) Sequoia Four-Wheel Drive Sport Utility Vehicles (collectively, "the Vehicles") to be used solely by the District in its lifeguard and lifeguard beach operations on the beach, pier, and associated beach facilities and as otherwise allowed under this Agreement. The Vehicles shall be selected solely by LICENSEE. Provision of the Vehicles is subject to the following:

i. Vehicle use agreement: The LICENSEE shall not charge, and LICENSOR shall
not be obligated to pay, any fees for use of the Vehicles. The LICENSOR agrees that only Department authorized employees will be allowed to operate the Vehicles, and that any such employee shall: possess a valid and current driver's license issued in the United States; be at least 18 years of age; have successfully completed the Department's Beach Driving Awareness and/or Beach Driving Operations training course; meets the Department's physical fitness requirements for operating a vehicle; and will be subject to the Department's Standards of Behavior and disciplinary process for any driving related infractions.

ii. Replacement Schedule. The Parties agree that Toyota entities will replace vehicles based on the “Major New Model Redesign Schedule”, as determined by Toyota entities and consisting of a complete internal and external change (i.e. styling, engine, safety, technology, etc.) with a maximum model cycle of five (5) years. The replacement Vehicles shall be delivered upon completion of any Toyota Entities approved modifications (i.e. undercoating).

iii. Operating Costs. Except as otherwise provided in this Agreement or the Vehicle Use Agreement, LICENSOR shall be solely responsible for all operating costs associated with the use and maintenance of the Vehicles.

iv. License and Registration. The LICENSOR shall license and register each of the Vehicles and shall pay all required registration and license fees. LICENSEE will cooperate with the LICENSOR by providing any requested documentation to assist the LICENSOR in filing required documentation with the California State Department of Motor Vehicles as necessary to obtain E-plates.

v. Drivers. The LICENSOR agrees that only LICENSOR authorized employees will be allowed to operate the Vehicles, and that any such employee shall: possess a valid and current driver's license issued in the United States; be at least 18 years of age; have successfully completed the LICENSOR's Beach Driving Awareness and/or Beach Driving Operations training course; meets the LICENSOR's physical fitness requirements for operating a vehicle; and will be subject to the LICENSOR's Standards of Behavior and disciplinary process for any driving related infractions.

vi. Branding. The LICENSOR shall co-brand the Vehicles with the Logo and an acknowledgment of the Vehicles as the "Official Truck of the Los Angeles County Lifeguards" and/or any of the designated names set forth in Section 2.D of this Agreement. Decals must be pre-approved by LICENSEE and LICENSEE will be responsible for providing any agreed-upon Toyota decals. The LICENSOR shall provide photographs of each Vehicle to LICENSEE once a Vehicle is decaled. The LICENSOR shall pay for decal production, installation and removal.

vii. Service. The LICENSOR shall pay for the cost of regularly scheduled service for the Vehicles. The LICENSOR shall maintain documentation of all services performed. Notwithstanding the foregoing, LICENSEE will pay for all warranty repairs in accordance with the New Vehicle Limited Warranty as stated in the applicable owner's manual. The LICENSOR shall submit invoices to LICENSEE for reimbursement of such warranty repairs. The County shall pay for damage to
the Vehicles beyond what is considered normal wear and tear, reasonable wear and tear based on operations in a beach environment excepted, such as body repairs or damage caused by misuse, neglect or incidents typically covered by automobile comprehensive or collision damage insurance policies, and/or arising from a breach of this Agreement.

viii. **Maintenance.** The LICENSOR will undertake, at its cost, all responsibilities of day-to-day maintenance required for the Vehicles so that each looks its best, including washing and vacuuming the Vehicles and detailing and steam cleaning the interior of the Vehicles as needed. The LICENSOR shall be responsible for the ordinary operating expenses associated with the Vehicles such as gas, oil, grease, tire repair and replacement and other incidentals.

ix. **Safety Equipment/Modifications.** LICENSEE agrees that LICENSOR, in its discretion, may outfit vehicles with safety equipment, including but not limited to radios and light bars. However, LICENSOR shall not be responsible for any cost to repair vehicles modified to suit LICENSOR’s Lifeguard needs and/or "wear and tear" associated with such modifications. The LICENSOR is responsible for the installation and removal of all Vehicle accessories, such as radios and light bars, racks, additional roof accessories, and tinting of windows of the Vehicles, that were not in or attached to the Vehicles at delivery (collectively, "Accessories"). All such installations must be removed prior to return of the Vehicles, all of the foregoing at the LICENSOR's sole cost. All such installations must (a) be in compliance with all applicable laws, rules and regulations, (b) not in any way impact, cover and/or otherwise impair the ability to view warnings affixed to the Vehicle (e.g., the warnings regarding the airbag system on the visor), or (c) not impact the safety or operational features of the Vehicle (i.e., not adversely impact visibility while operating the Vehicle, not impact in any way the compliance of the Vehicle with the Motor Vehicle Safety Act or other applicable Federal motor vehicle safety standards). The LICENSOR shall be solely responsible and liable for any Claims arising from installation of such Accessories.

x. **Use Agreement Extension.** If the parties agree to extend this Agreement as outlined in Section 5 below, LICENSEE will replace said Vehicles every two (2) years for the term of the Agreement. The replacement Vehicles shall be delivered within sixty (60) days after the commencement of the third year, if LICENSEE chooses to extend this Agreement according to the provisions set forth in Section 6 below. In exchange, LICENSOR shall deliver to LICENSEE, forty-five (45) days after receipt of the replacement Vehicles, to the designated Toyota dealer locations all Vehicles then currently in use during the previous two (2) years and not purchased by LICENSOR.

xi. **Service Agreements.** For any Vehicles purchased by LICENSOR, LICENSEE will offer to LICENSOR the right to purchase "Extended Service Contracts" routinely available for such vehicles through authorized Toyota dealers.

xii. **Vehicle Return.** After mutual agreement from both parties, and with at least a twelve (12) month advance notification, LICENSOR agrees to return the
Vehicles in the same condition as delivered, reasonable wear and tear based on operations in a beach environment excepted, to the designated Toyota dealer location within the timeframe agreed upon by both parties.

5. TERM.
   a. **Original Term.** This Agreement shall be deemed to commence on April 1, 2020 and shall terminate on May 31, 2023.
   b. **Extension Options.** An additional two one-year terms may be exercised provided that both parties agree to such term extension(s) and with written notice at least one hundred and eighty (180) days prior to the termination of this Agreement of the LICENSEE’s intent to extend this Agreement.

6. **BUY-OUT OPTION.**
   a. At the termination of this Agreement by both parties, LICENSOR shall have the option to purchase any or all of the Vehicles due to be returned to LICENSEE as outlined in Section 4 at prices mutually agreed by both parties and/or LICENSEE’s lease inception, but in no event later than at least twelve (12) months prior to the termination of this Agreement and any optional extension periods.
   b. If LICENSOR elects to exercise such buy out options, it must notify LICENSEE in writing at least twelve (12) months prior to the termination of this Agreement, and/or extension options, if exercised.

7. **INDEMNIFICATION.**
   a. LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, the County of Los Angeles, the Board of Supervisors, and its officials, agents, employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of, related to or resulting from Sponsor’s marketing and promotion of its designation and/or status as "Official Truck/Vehicle" and the "Official Vehicle Sponsor" of the Los Angeles County Lifeguards, the Los Angeles County Ocean Lifeguards and the Los Angeles County Beach Lifeguards (or other such designation as allowed in Section 2), including but not limited to LICENSEE's activities in connection with Sponsor's Special Events, Premium distributions, wrongful use of Logo and Trademark(s), and all advertisement, promotional and display material, as well as Sponsor's rights granted in Sections 2 and 3 above. LICENSEE's indemnification shall extend to any claim of false or deceptive advertising and to the failure of LICENCEE or those acting under it, to comply with the terms and conditions of this Agreement. LICENSOR shall be reimbursed by LICENSEE for all costs and attorneys' fees incurred by LICENSOR in enforcing this obligation. LICENCEE will conduct all defense at its sole cost and expense and the LICENSOR shall approve selection of LICENSEE's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Sponsor. All new vehicle warranties shall remain in effect and LICENSEE shall indemnify LICENSOR for all damages arising from defect in the Vehicles as manufactured. LICENSEE shall defend, indemnify and hold harmless
the LICENSOR, as well as its respective Board of Supervisors, and its officials, agents, employees, successors, and assigns against all liability for illegal competition or trade practices, common-law and/or statutory, which are based on the rights granted by LICENSOR pursuant to the terms of this Agreement.

b. LICENSOR agrees to defend, indemnify and hold harmless the LICENSEE, its affiliated, subsidiary and parent companies and their respective officers, agents and employees, successors, and assigns from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including, without limitation, settlement costs), and expenses associated therewith (including, without limitation, the payment of reasonable attorney fees and disbursements), arising out of LICENSOR ‘s own use or possession of the Vehicles; the services performed or actions taken by LICENSOR, or those acting under it, in connection with this Agreement, including LICENSOR's use of the Vehicles in connection with the operation and management of any event or activity, including but not limited to any claims for damage, injury, liability, cost and/or death (including without limitation, attorneys' fees and costs and other Claims) that may occur while driver is operating and/or as a result of such driver operating the Vehicle; LICENSOR ‘s wrongful use of Logo and Trademark(s) and, the failure of LICENSOR, or those acting under it, to comply with the terms and conditions of this Agreement. However, LICENSOR shall not be responsible for any claims or damages arising solely from the gross negligence or willful misconduct of LICENSEE or for any damages or claims caused by a manufacturing defect in a Vehicle provided hereunder.

b.1 District will conduct all defense at its sole cost and expense and the Sponsor shall approve selection of District's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by District.

8. INSURANCE.

LICENSOR shall provide and maintain throughout the term of this agreement the following insurance coverages:

LICENSOR is self-insured and will provide LICENSEE with a letter agreeing to provide full insurance coverage for all the Vehicles and any replacement Vehicles during the term of this Agreement in the amounts listed as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Liability Property Damage</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$2,000 per occurrence</td>
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<tr>
<td>Uninsured Motorists</td>
<td>$15,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive Collision</td>
<td>Value of Vehicle</td>
</tr>
</tbody>
</table>

The above will be satisfied by issuance of a Certificate of Self-Insurance for one million dollars ($1,000,000) combined single limit coverage.

LICENSEE may terminate this Agreement effective immediately upon written notice to LICENSOR. In the event LICENSOR fails to provide or maintain the insurance stated immediately above.
LICENSEE shall have liability insurance which shall contain coverage limits not less than those stated below:

a. Commercial General Liability Insurance with a combined single limit of liability of not less than:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal Injury Each Person Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Advertising Injury Each Person Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

b. Professional Liability Insurance with minimum limits of $1,000,000 per each claim and $3,000,000 aggregate.

c. Commercial Automobile Insurance with a combined single limit of not less than $1,000,000 each person and $1,000,000 each occurrence.

d. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability, Commercial General Liability, Professional Liability and Commercial Automobile Liability in limits of not less than $1,000,000 Each Occurrence and $1,000,000 Aggregate.

9. **TERMINATION WITH OR WITHOUT CAUSE.**

LICENSEE shall have the right to terminate this Agreement in whole or in part, for cause, upon thirty (30) days prior written notice to LICENSOR for cause or without cause, upon one hundred eighty (180) days prior written notice to LICENSOR. Upon receipt of any termination notice, LICENSOR shall discontinue services on the date stated and to the extent specified in the notice. For cause includes but is not limited to: (1) fraud, (2) a material breach of this Agreement, (3) where a party fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required, (4) a party that fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five working days after receipt of notice specifying such failure.

Upon the termination of this Agreement, or upon request of LICENSEE after a termination notice is provided, LICENSOR will surrender to LICENSEE all Vehicles, which are then in LICENSOR'S possession, within one hundred and eighty (180) days, and all memoranda, notes, records, drawings, manuals, software, and all other materials which are the property of LICENSEE or which contain information which is proprietary to LICENSEE. LICENSOR will not retain any copies of any Confidential Information of Sponsor.

Despite LICENSOR’S best efforts, should LICENSOR be unable to procure and obtain substitute vehicles within one hundred eighty (180) days, LICENSEE will grant an additional sixty (60) days for vehicle surrender, subject to written consent by LICENSEE.

LICENSEE shall remove any Logos, insignias or images that are proprietary of the LICENSOR once LICENSEE receives any surrendered Vehicle from LICENSOR.
10. RELEASES.

LICENSEE shall be responsible for obtaining all necessary consents including the written consent of LICENSOR employees featured in any filmed testimonials and LICENSOR expressly authorizes LICENSEE to obtain releases from its employees at LICENEE’s discretion. LICENSEE understands and agrees that the authorization given by LICENSOR in this Paragraph shall not be interpreted as a requirement that any LICENSOR employee give their consent. It is the sole responsibility of the LICENSEE to obtain any releases from any member of the public it has filmed during any filming. Such releases shall also include language which releases the County of Los Angeles, its directors, officers and employees.

11. SPONSOR MARKS

LICENSOR shall obtain written approval from LICENSEE prior to use of any LICENSEE logos, service marks, trade names or trademarks owned by LICENSEE and/or its affiliates (collectively, the "Sponsor Marks") by the LICENSOR or any of its respective agents, representatives, employees or contractors, except as otherwise specifically required in this Agreement. If LICENSEE grants its approval for the LICENSOR to use the Sponsor Marks pursuant to this Agreement, the Sponsor Marks shall be used only in the exact form, style and type expressly allowed by LICENSEE. The Sponsor Marks are and shall remain exclusively the property of LICENSEE (and/or its designated affiliates). The LICENSOR shall not, directly or indirectly, during the Term hereof or at any time thereafter, in any country (a) register or attempt to register, in any manner, any of the Sponsor Marks or (b) challenge the validity of any of the Sponsor Marks. The LICENSOR recognizes LICENSEE’S exclusive ownership of the Sponsor Marks. The LICENSOR shall not use the Sponsor Marks in any way which would tend to aid any competitor of LICENSEE, or in any other manner that would bring the same (or its products) into public disrepute, contempt, scorn or ridicule or tend to shock, insult or offend the community, public morals or decency. The LICENSOR shall not use the Sponsor Marks to incur any obligation or indebtedness on behalf of LICENSEE or to hold itself out as being or representing LICENSEE or any of its affiliates. The obligations of the LICENSOR under this paragraph will survive expiration or termination of this Agreement.

12. DEFAULT; REMEDIES

A. The following events shall constitute an Event of Default ("Event of Default") under this Agreement be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

(1) Either party fails to cause to be carried and maintained the insurance required under Section 9 hereof;
(2) Either party shall make any material misrepresentation or shall breach any warranty made herein;

(3) Either party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;

(4) Either party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of thirty (30) days after the receipt of written notice thereof from the nondefaulting party; or

(5) Either party should commit an act, which brings its name into disrepute, or otherwise substantially diminishes the value of the Sponsorship association for the other party.

B. Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the nondefaulting party may declare, at its option, this Agreement to be in default and: (1) may immediately terminate this Agreement without any liability whatsoever; (2) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (3) may exercise any other right or remedy available to it under law or in equity; or (4) may seek any permitted combination of such remedies. No remedy is intended to be exclusive, but each shall be cumulative and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

13. NOTICES

All notices and statements to be given hereunder shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail or by a nationally recognized courier service and shall be effective upon receipt. LICENSEE shall maintain an address within California as the address to which such notice shall be given. LICENSEE shall designate an agent with a California address to accept service of process. The addresses for notice and agents for service of process are:

**LICENSOR:**
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294
Attn: Daryl L. Osby

**LICENCEE:**
Toyota Motor Sales, U.S.A., Inc.
Los Angeles Region
2 Banting
Irvine, CA 92618
Attn: Regional Marketing Manager

**SCTDA:**
Southern California Toyota Dealers Association
c/o Davis Elen Advertising
865 S. Figueroa Street Los Angeles, CA 90017
Attn: Jennifer Lin, Vice President
Phone: (213) 688-7014
14. INDEPENDENCE

The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make one party the partner, joint venture, principal, agent, or employee of the other party hereto.

15. ASSIGNMENT

Neither party shall not have the right to assign or delegate any of its rights or obligations hereunder to an unrelated third party without the prior written consent of the other party.

16. NO WAIVER.

None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a continuing waiver or a modification thereof.

17. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California in all respects, including jurisdiction and venue, and enforced in the courts of the State of California.

18. COMPLIANCE WITH LAWS.

LICENSOR and LICENCEE shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any work performed under this agreement.

19. AMENDMENT OF AGREEMENT

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties. Only nonmaterial Amendments to the Agreement which do not materially change the scope of the Agreement increase the LICENSOR’S financial responsibility or impose additional liability on the LICENSOR, may be executed without approval of the Board of Supervisors and all must be in writing and shall not be effective unless and until executed by LICENSEE and the LICENSOR.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed below as of the day and year first above written.

**LICENSEE:**

**TOYOTA MOTOR SALES, U.S.A., INC.**

By: ____________________________
Shawn Domeracki
General Manager
Los Angeles Region

**LICENSOR:**

**CONSOLIDATED FIRE PROTECTION DISTRICT FOR LOS ANGELES COUNTY**

Daryl L. Osby
Los Angeles County Fire Chief

**DAVIS ELEN ADVERTISING as agent for the SOUTHERN CALIFORNIA TOYOTA DEALERS ASSOCIATION**

By: ____________________________
Jennifer Lin
Vice President

**APPROVED AS TO FORM:**

**JENNY P. TAM**
Senior Deputy County Counsel

**PROCUREMENT AUTHORIZATION**

**TOYOTA MOTOR SALES, U.S.A., INC.**
TOYOTA MOTOR SALES, U.S.A., INC.
MOTOR VEHICLE LICENSE TO USE AGREEMENT

This Motor Vehicle License to Use Agreement ("Agreement") is effective upon the execution of the License Agreement, between Toyota Motor Sales, U.S.A., Inc., a California Corporation ("TMS/USA") and the entity or individual identified below and terminates upon termination of the License Agreement. This Use Agreement is intended to supplement the following agreement: License Agreement dated June 1, 2020 between the CONSOLIDATED FIRE PROTECTION DISTRICT FOR LOS ANGELES COUNTY, having a place of business at 1320 North Eastern Avenue, Los Angeles, CA 90063-3294, hereinafter referred to as "District," on the one hand and TOYOTA MOTOR SALES, U.S.A., INC., whose principal place of business is 19001 South Western Avenue, Torrance, CA 90501 ("TMS/USA") and SOUTHERN CALIFORNIA TOYOTA DEALERS ASSOCIATION, a California corporation ("SCTDA") (License Agreement"). To the extent any terms hereof conflict with the terms of the License Agreement, the terms of the License Agreement govern.

I. VEHICLES BORROWED

1.1 TMS/USA hereby lends to the District the vehicle(s) described on Exhibit# 1 attached hereto and incorporated herein by reference (the "Vehicle(s)"). The term "Vehicle(s)" includes all original vehicle equipment, jacks, lug wrenches, spare wheels and tires, tool kits and owners' manuals. The Vehicle(s) are certified as compliant with the Federal Motor Vehicle Safety Standards ("FMVSS") and may be driven on public roads and highways and on such other roads or areas where the District conducts its operations, including but not limited to on beaches and piers within Los Angeles County ("Unrestricted Use Vehicle").

II. PERMITTED USERS

A. District represents and warrants that:

1. Only District's employees or other individuals that TMS/USA has specifically agreed in writing may operate the Vehicle(s) (collectively referred to as "Permitted Users") will operate the Vehicle(s).

2. All Permitted Users will:
   a. Have a current and valid driver's license issued in the United States;
   b. Acknowledge and understand all of the restrictions on the use, operation and possession of the Vehicle(s) set forth in this agreement; and
   c. Satisfy any other requirements as agreed in writing by TMS/USA and District.

3. All Permitted Users can see and hear well enough to operate a motor vehicle properly and safely. All Permitted Users will wear any eyewear or hearing apparatus required to operate a motor vehicle properly and safely at any time he/she or a Permitted User operates the Vehicle(s).

4. All Permitted Users will operate the Vehicle(s) in a safe manner, observing all traffic laws and will follow instructions, recommendations and cautions of the representative of TMS/USA at all times, whether or not on public streets.
5. District will not allow any Permitted User to operate the Vehicles(s) while under the influence of any intoxicants, narcotics, prescription medicine, or other drug or substance which could impair his or her ability to operate the Vehicle(s).

6. District will not allow any Permitted User who has any physical or mental condition which would make participation in a driving activity an undue risk to Permitted User, the Vehicle(s) or other third parties to operate the Vehicle(s) and

7. District shall be responsible for all acts or omissions of any Permitted User and/or providing the Vehicle(s) to other than Permitted Users.

III. PERMITTED USES

A. The Vehicle(s) shall not be removed from the continental United States, unless approved in writing and in advance by TMS/USA.

B. The Vehicle(s) shall be used solely by the District in its lifeguard and lifeguard beach operations on the beach, pier and associated beach facilities or as otherwise specified in the License Agreement or approved in writing.

C. No smoking will be permitted in the vehicle(s).

D. District shall not permit the Vehicle(s) to become subject to any lien, charge or encumbrance.

E. District agrees to pay all storage, traffic and parking charges and fines associated with the use, operation or possession of the Vehicle(s) between the time each Vehicle is delivered to District and until it is returned to TMS/USA pursuant to the terms of this Agreement.

F. The Vehicle(s) shall not be used or operated in a negligent, improper or unsafe manner, or in violation of any Law, or in any manner as to void any insurance covering same.

G. The Vehicle(s) shall not be used in any race or competitive event, unless TMS/USA has provided its express written permission, for hire or as a public conveyance, or to pull trailers exceeding the manufacturer's towing recommendations.

IV. INSURANCE AND RELATED REQUIREMENTS

District is self-insured and will provide TMS/USA with a letter agreeing to provide full insurance coverage for all Vehicles provided hereunder and any replacement Vehicles during the Term of this Agreement in the following amounts:

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<tr>
<td>Comprehensive Collision</td>
<td>Value of Vehicles</td>
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V. LICENSE PLATES AND REGISTRATION

If required by Laws, the Vehicle(s) subject to this Agreement shall bear exempt license plates. District shall have responsibility for properly registering and plating the Vehicles.

The District shall be permitted to modify the Vehicles in accordance with the applicable provisions of the License Agreement. No additional modifications or alterations shall be made to the Vehicle(s) unless agreed to by TMS/USA in writing.

VII. MAINTENANCE

A. Except as otherwise specifically provided herein, District shall, at all times and at its expense, keep the Vehicle(s) in good working order, condition and repair. An agreed upon maintenance schedule shall be negotiated by the parties in good faith.

B. All service, parts, materials and repairs in connection with the use and operation of the Vehicle(s) during the lease term hereof not covered above, including but not limited to gasoline, oil, batteries, tires, tubes, repairs or maintenance arising from any misuse or negligent use of the Vehicle(s), and/or towing are at District's expense.

C. All maintenance services will be conducted at an authorized Toyota dealer.

D. To the extent any Vehicle(s) is/are subject to maintenance and/or repair not provided by an authorized Toyota dealer, the following terms apply:

1. District must advise TMS/USA in writing prior to undertaking any such maintenance and/or repair, including the identification of the persons and/or companies intending to undertake the maintenance and/or repair;

2. All such maintenance and repairs must satisfy all Toyota standards, as applicable to the model vehicle involved, and all applicable Laws;

3. TMS/USA shall have the right (but not the obligation) to inspect such maintenance and/or repair to assure, to District's satisfaction, that the maintenance and/or repair satisfies all Toyota standards and all applicable Laws; and

4. If the maintenance and/or repair of any of the Vehicle(s) does not satisfy Toyota standards and/or applicable Laws, as determined by TMS/USA, TMS/USA, at District's expense, reserves the right to undertake such maintenance and/or repair, and/or corrections thereof, to assure that the Vehicle(s) satisfy(ies) all Toyota standards (as applicable) and comply(ies) with all applicable Laws.

VIII. DAMAGE REPORTING

District shall inspect the Vehicle(s) upon delivery. The Vehicle(s) will be assumed to have arrived in satisfactory condition unless otherwise noted in writing at the time of initial delivery.
IX. TERMINATION
A. This Agreement is effective as of the effective date set forth in the License Agreement and District may use the Vehicle(s) until termination of the License Agreement whereupon this Agreement shall expire, unless terminated earlier due to a breach hereof or a breach of the License Agreement, if applicable.

B. District shall return the Vehicle(s) to TMS/USA in the same condition as received, reasonable wear and use excepted. Such reasonable wear and use shall take into account use of the Vehicles in the District's lifeguard and lifeguard beach operations on the beach, pier and associated beach facilities as contemplated in the License Agreement.

X. VEHICLE SURRENDER
A. District has no ownership interest in the Vehicle(s).

B. If District is in violation of this Agreement, TMS/USA or its representatives may take possession of the Vehicle(s) after having provided the District with one hundred eighty (180) days' notice so long as TMS/USA or its representatives does so lawfully and peacefully.

1. To take the Vehicle(s), TMS/USA or its representatives can enter District's property or the property where the Vehicle(s) is/are stored, so long as TMS/USA or its representatives enter the property and take the Vehicle(s) lawfully and peacefully.

2. If there is any personal property in the Vehicle(s), such as clothing, TMS/USA or its representatives may store same at District's expense or dispose of said personal property in accordance with applicable Law.

C. The rights and remedies of TMS/USA hereunder are not exclusive, but are in addition to any other rights or remedies provided under Law or at equity.

XII. WARRANTIES AND REPRESENTATIONS
THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY TMS/USA TO DISTRICT WITH RESPECT TO THE VEHICLE(S), EXCEPT AS SPECIFICALLY CONTAINED IN THE EXPRESS WRITTEN LIMITED WARRANTIES IN EACH VEHICLE'S OWNER'S GUIDE. TMS/USA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO DISTRICT OR ANY OTHER PERMITTED USER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE(S), OR THE REPAIR, MAINTENANCE OR EQUIPMENT THEREOF, OR BY ANY FAILURE THEREOF, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE(S), EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE EXPRESS WRITTEN LIMITED WARRANTIES IN EACH VEHICLE'S OWNER'S GUIDE OR TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TMS/USA. UNDER NO CIRCUMSTANCES SHALL TMS/USA BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR ANTICIPATED PROFITS. THERE ARE NO OTHER REPRESENTATIONS OR STATEMENTS REGARDING THE VEHICLE(S), AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE NOR ANY WARRANTY OF MERCHANTABILITY.
XIII. WAIVER AND RELEASE

District acknowledges that driving-related activities may be HAZARDOUS and that serious and/or mortal personal injuries and/or damages may be sustained. KNOWING THE RISKS, NEVERTHELESS, District hereby AGREES TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE that occurs. However, District shall not be responsible for any claims or damages arising solely from the gross negligence or willful misconduct of TMS/USA or for any damages or claims caused by a manufacturing defect in a Vehicle provided hereunder.

XIV. NO ASSIGNMENT

District shall not assign, transfer (other than to Permitted Users as specifically allowed under Section II hereof), sublet, pledge, or encumber any of its rights or obligations under this Agreement, or the Agreement itself, and any such attempt shall be void.

XV. DEFAULT

A. Time is of the essence of this Agreement.
B. In addition to any other terms hereunder, on the happening of any of the following, TMS/USA, at its option may, by written notice to District, declare this Agreement in default:
   1. Commencement by or against District of any insolvency, bankruptcy, or receivership proceedings;
   2. District taking advantage of any Laws for the benefit of debtors;
   3. Execution or levy issuing against District or District's effects; or
   4. Default by District or any Permitted User in the performance of any of its obligations hereunder (including without limitation failure to retain the insurance coverages as required hereunder or failure to provide adequate evidence of same to TMS/USA) and/or, if applicable, under any Master Services Agreement, Statement of Work, Promotional Agreement or Sponsorship Agreement.
C. Within one hundred eighty (180) days of having been provided with notice of default by TMS/USA and providing that such default has not been cured by the District the District shall surrender the Vehicles to TMS/USA.
D. On default, District and District's successor in interest, whether by operation of Law or otherwise, and any Permitted User, shall have no right, title, or interest in the Vehicle(s), or the right to possession or use thereof.
E. The rights and remedies of TMS/USA hereunder are not exclusive, but cumulative and in addition to all other rights and remedies provided under Law or at equity.

XVI. WAIVER

A. TMS/USA's failure to insist upon the strict performance of this Agreement, or to exercise any right or remedy, shall not be considered a waiver of TMS/USA's right to insist upon strict performance of this Agreement or a waiver of any right or remedy with respect to any existing or subsequent breach or default. No waiver shall be effective unless made in writing and signed by an authorized
representative of TMS/USA.
C. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same, or any prior, concurrent or subsequent breach of any other, provisions of this Agreement.

XVII. RELATIONSHIP OF PARTIES

This Agreement is not intended to, and shall not, create in any manner whatsoever a principal agent, employer-employee, master-servant, partnership, nor joint venture relationship between the TMS/USA and District.

XVIII. SEVERABILITY

If any provision herein is held to be invalid, it shall be considered amended to conform to existing Laws, and it shall not invalidate the remaining provisions of this Agreement.

XIX. GOVERNING LAW

The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles thereof.

XX. HEADINGS

The headings found in this Agreement are solely for convenience of reference only and shall not constitute a part of this Agreement nor be given any substantive effect.

XXI. NOTICES

Notices provided for hereunder shall be given in writing and shall be sent by first-class mail, postage prepaid, overnight delivery or personal service to the addresses of the District and TMS/USA, as contained in this Agreement. Notice shall be deemed to have occurred upon receipt or refusal thereof. District shall notify TMS/USA of any address change immediately.
IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be duly executed below as of the day and year first above written

LICENSEE:

TOYOTA MOTOR SALES, U.S.A., INC.

By:_______________________________
Shawn Domeracki
General Manager
Los Angeles Region

DAVIS ELEN ADVERTISING as agent for the SOUTHERN CALIFORNIA TOYOTA DEALERS ASSOCIATION

By:_______________________________
Jennifer Lin
Vice President

LICENSOR:

CONSOLIDATED FIRE PROTECTION DISTRICT FOR LOS ANGELES COUNTY

By:_______________________________
Daryl L. Osby
Los Angeles County Fire Chief

APPROVED AS TO FORM:

JENNY P. TAM
Senior Deputy County Counsel

PROCUREMENT AUTHORIZATION

TOYOTA MOTOR SALES, U.S.A., INC.
### EXHIBIT #1

**VEHICLE(S) BORROWED**

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