



Brian J. Stiger
Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AFFAIRS**

"To Enrich Lives Through Effective and Caring Service"

Members of the Board
Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich

July 15, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

11 July 15, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS TO SIGN AND EXECUTE
A MEMORANDA OF UNDERSTANDING WITH THE
NATIONAL CONSUMER LEAGUE TO PARTICIPATE IN THE LIFESMARTS CONSUMER
EDUCATION PROGRAM
(All Supervisorial Districts) (3 Votes)**

SUBJECT

The Department of Consumer Affairs (DCA) requests your Board's approval to enter into a Memoranda of Understanding (MOU) with the National Consumer League to serve as the State of California Coordinator for the LifeSmarts program

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to sign the enclosed MOU (Attachment A) with National Consumer League authorizing the DCA to serve as the State Coordinator for the LifeSmarts program from August 1, 2014 – June 30, 2016, at a cost no greater than \$1,500.00 per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Financial literacy and consumer education help prevent consumers from becoming victimized in the marketplace by unscrupulous individuals and businesses. An educated consumer is the first line of defense against consumer fraud and deceptive business practices. As such, DCA recognizes a critical need to educate young people on a wide variety of consumer related subjects including financial literacy. The LifeSmarts program fulfills this need.

LifeSmarts was developed by the National Consumers League, a non-profit based in Washington

D.C., to address the need for meaningful consumer education for middle school and high school students. Teaching young people to be consumer savvy is integral to their growth and development. Educated consumers are able to make wise decisions, avoid scams, and exercise their rights and responsibilities in today's dynamic marketplace.

LifeSmarts is an engaging program that offers teens the opportunity to learn financial and consumer information in their extra-curricular activities which they can apply in real life situations. It develops the consumer and marketplace skills of teenagers in a fun way, rewards them for the knowledge they demonstrate, and strengthens their verbal communication skills.

Participants are assembled into teams. Each team has a coach. The coaches teach the students about a variety of consumer and financial topics. The teams take online consumer quizzes to test their knowledge. The teams with the highest scores advance to a game style show state championship. The team that wins the state championship advances to nationals to compete against other teens across the nation.

California currently does not have a state coordinator. DCA proposes to serve as the State coordinator for California to ensure the County receives the full benefits of the program and has an opportunity to showcase our youth. The coordinator helps NCL to promote the program in their respective state and encourage schools to join the LifeSmarts program. The coordinator also plans and conducts the annual in-person state competition to select a representative for the national competition hosted by NCL.

Implementation of Strategic Plan Goals

This request supports the County strategic Plan as follows:

Goal No. 3: Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

There is no net County Cost impact associated with the recommended actions. The projected costs of the program to the County are less than \$1,500 annually and will be funded through existing DCA resources and revenue sources. There is no cost for students to participate in the program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As the State Coordinator, DCA would:

- Share information about the program with schools and encourage them to develop their students' financial literacy skills by participating in the LifeSmarts.
- Serve as the central point of contact for LifeSmarts coaches in California.
- Share financial literacy information along with LifeSmarts program information on our DCA website.
- Plan and conduct the annual in-person state competition to select the California representative for the LifeSmarts national competition.
- Provide assistance to students and teams in obtaining the funding needed to participate in the

state and national competitions.

- Commit to not hosting a youth consumer competition similar to LifeSmarts while serving as state coordinator and for 2 years following the end of the MOU.

Legal considerations:

- Under the terms of the MOU, all claims brought against National Consumers League will be governed by the laws of the District of Columbia (without regard to its conflict of law provisions) and will be submitted in the courts of the District of Columbia.
- This MOU is silent as to indemnification.
- This MOU deviates from the County's standard terms and conditions and does not contain any of the Board mandated and Board Policy terms and conditions, i.e., Safely Surrendered Baby Law, Defaulted Property Tax Program, Jury Service Ordinance, etc. which were not considered applicable to this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this recommendation will not reduce services currently provided by DCA. Your Board's approval of this request would help bring a much needed consumer education program to youth and encourage them to be smart and savvy consumers.

CONCLUSION

Please return one signed copy of the MOU to the Department of Consumer Affairs:

Wendy Myring, Admin Deputy
Department of Consumer Affairs
500 W. Temple St., Room B-96
Los Angeles CA 90012

The Honorable Board of Supervisors

7/15/2014

Page 4

Respectfully submitted,

A handwritten signature in black ink that reads "Brian J. Stiger". The signature is written in a cursive, flowing style.

BRIAN J. STIGER

Director

BJS

Enclosures

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisor

**National Consumers League's LifeSmarts Program
State Coordinator Agreement 2014 - 2016**

THIS AGREEMENT ("Agreement") is made and entered into as of July 15, 2014, between National Consumers League, a non-profit corporation of the District of Columbia, having its principal office located at 1701 K Street, N.W., Suite 1200, Washington, DC 20006 ("NCL") and the County of Los Angeles.

NOW, THEREFORE, the parties agree as follows:

1. License. NCL hereby grants to Local Organization a license to conduct the LifeSmarts program in the State on the terms and conditions set forth in this Agreement.
2. NCL's Undertakings.
 - a. Owner of All Proprietary Rights. NCL shall at all times be the sole and exclusive owner of the LifeSmarts name, logo, the LifeSmarts program and all materials, copyrights, servicemarks or other intellectual property associated with the LifeSmarts program, including, without limitation, the phrase "LifeSmarts ... the ultimate consumer challenge."
 - b. Furnishing of Materials, Guidelines and Instructions. NCL shall furnish to Local Organization the LifeSmarts materials described in Exhibit B. The materials include, among other things, comprehensive guidelines and instructions regarding the conduct of the LifeSmarts program (the "LifeSmarts Guidelines and Instructions"). NCL shall use its best efforts to note the participation of Local Organization in materials and information. NCL reserves the right at its option at any time to change the LifeSmarts Guidelines and Instructions and materials.
 - c. General Guidance and Direction of Coordinator. NCL shall provide general guidance and direction of the Local Organization's Coordinator (as defined in Paragraph 3(c)(vii)) for the conduct of the LifeSmarts program.
 - d. Consultation With Local Organization. NCL shall be available to consult with the Local Organization regarding the conduct of the LifeSmarts program and will respond to any request for approval of a Local Sponsor (as defined in Paragraph 3(b)) under this Agreement as promptly as possible. NCL shall provide assistance with media lists, press contacts and general organizational matters.
 - e. Receipt and Disbursement of Funds. At Local Organization's request, NCL shall receive funds from Local Sponsors (as defined in Paragraph 3(b)) and others in connection with Local Organization's conduct of the LifeSmarts program in the State and will disburse those funds for the conduct of the LifeSmarts program in the State as NCL and Local Organization shall agree.
3. Local Organization's Undertakings. (County of Los Angeles)
 - a. Acknowledgment of License. Local Organization acknowledges that it is not the owner of the LifeSmarts name, logo, program, materials, copyrights, servicemarks or other intellectual property associated with the LifeSmarts program, including, without limitation, the phrase "LifeSmarts ... the ultimate consumer challenge," and that the license granted hereby is revocable as provided for in this Agreement and may not be assigned or sublicensed to any other person or organization without NCL's prior written consent.
 - b. Expenses of Conducting the LifeSmarts Program. Local Organization acknowledges that any costs of the LifeSmarts program in the State must be paid for by Local Organization or sponsors solicited by Local Organization ("Local Sponsors"). The Local Organization is not required to pay the expenses incurred by the state champion to attend the national tournament. NCL will provide no funds for the conduct of the LifeSmarts program in the State. All Local Sponsors are subject to NCL's approval. No Local Sponsor shall have as its primary product or service a product or service which may not legally be sold to, or consumed by, minors, such as alcoholic beverages or cigarettes.

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- c. LifeSmarts Programs. Local Organization shall conduct the program in the State each year, involving no less than six (6) schools or other organizations. In conducting the program, Local Organization shall:
- i. Assist NCL in obtaining releases from each participant, staff member and school or organization in the forms attached hereto as Exhibits C and D;
 - ii. Publicize and promote the LifeSmarts program, and include (at the discretion of the Local Organization) publicity and promotion that notes the participation of local, regional and national sponsors in the manner prescribed by NCL and shall in no way involve the promotion or sale of any product or service of any Local Sponsor or other person;
 - iii. Conduct the LifeSmarts program in compliance with all applicable federal, state or local laws, rules and regulations and the LifeSmarts Guidelines and Instructions. Without limiting the generality of the foregoing, Local Organization shall not discriminate among schools, organizations or participants based upon race, creed, sex, religion, age, national origin or handicap;
 - iv. Charge no entry fees for participation in the LifeSmarts competition nor sell any LifeSmarts materials;
 - v. Obtain and award prizes for schools, organizations, teachers and participants, provided that no cash prizes (other than educational grants, scholarships, and savings bonds) may be awarded;
 - vi. Use the LifeSmarts name, including the service mark notation, the LifeSmarts logo, , conspicuously in all materials and advertising, and in either black and white or the official colors;
 - vii. Designate an individual acceptable to NCL as the coordinator of the program in the State, (the “Coordinator”), promptly notify NCL of any change in the Coordinator and permit NCL to use the Coordinator’s name, address and phone number in materials to publicize the state program;
 - viii. Provide and keep in full force and effect during the term of this Agreement policies of insurance (or self insurance arrangements acceptable to NCL) including, without limitation, comprehensive general liability insurance and insurance of such other types, and in such amounts, as are customarily maintained in the State by organizations similar to the Local Organization.
 - ix. Provide and maintain, at no expense to NCL, a link from the Local Organization’s Web site (dca.lacounty.gov) to the NCL LifeSmarts Web site and the State’s online LifeSmarts competition. The Local Organization agrees to maintain their link, and to immediately communicate to NCL any changes or modifications to the Web site. NCL will continue to own and operate the Web-based LifeSmarts program and will permit the Local Organization to co-brand the site for its use.

4. Coordinator’s Undertakings. (Department of Consumer Affairs)

The Coordinator shall be responsible for overseeing the conduct of the state LifeSmarts program and shall:

- a. Be the primary contact person between NCL and Local Organization;
- b. Carry out Local Organization’s obligations as set forth in this Agreement;
- c. Abide by the instructions set forth in the LifeSmarts Guidelines and Instructions;
- d. Attend training sessions conducted by NCL;
- e. Maintain records of the LifeSmarts program as required by NCL, including the maintenance of the privacy of participants’ records;
- f. File such reports of the LifeSmarts program as required by NCL;
- g. Protect the integrity and confidentiality of the LifeSmarts materials, including approved questions; release LifeSmarts questions solely to official Question Masters or Judges; dispose of all questions immediately after use; and make no alterations of the LifeSmarts logo or materials without prior approval of NCL;

- h. Invite other non-profit organizations with an interest in consumer education to participate in and support the efforts of the Local Organization;
 - i. Refrain from sponsoring or creating any new consumer competition of a similar nature within two years of the expiration or termination of this Agreement.
5. Term and Termination.
- a. **The term of this Agreement shall commence on August 1, 2014 and shall end on June 30, 2016, unless sooner terminated as provided for herein.**
 - b. This Agreement may be terminated:
 - i. By NCL, for cause, by notice to Local Organization, effective immediately;
 - ii. By either party, without cause, by notice to the other party, effective sixty (60) days thereafter.

“Cause” shall include, without limitation, Local Organization’s insolvency or bankruptcy, breach of this Agreement, failure to adhere to the LifeSmarts Guidelines and Instructions or NCL’s deadlines for the conduct of the LifeSmarts competitions.
6. Notices. All notices whenever required in this Agreement shall be in writing and shall be effective when sent by certified mail, return receipt requested, to the parties at the addresses set forth herein or to such other address they may furnish in writing for such purposes from time to time.
7. Oral Negotiations Superseded; Amendment. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. This Agreement may not be amended or modified in any manner, including this provision against oral amendment or modification, except by an instrument in writing signed by the parties hereto.
8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon NCL and Local Organization and their respective successors and permitted assigns.
9. Governing Law and Forum. All claims brought against National Consumers League will be governed by the laws of the District of Columbia (without regard to its conflict of law provisions) and will be submitted in the courts of the District of Columbia. All claims brought against the County of Los Angeles will be governed by the laws of the State of California.
10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
11. No Joint Venture. This Agreement shall not be construed to create an agency, joint venture or partnership between NCL and Local Organization.

WITNESSETH:

WHEREAS, NCL has developed LifeSmarts, a program to teach students and others about consumer and marketplace issues, as is more particularly described in Exhibit A;

WHEREAS, NCL desires to license the use of the LifeSmarts program to Local Organization for the conduct of the LifeSmarts program in California and;

WHEREAS, Local Organization desires to be licensed to conduct the LifeSmarts program in the State upon the terms set forth in this Agreement;

IN WITNESSETH WHEREOF, NCL and Local Organization have caused this Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first above written.

I have read and fully understand the terms and conditions of this Agreement:



ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: [Signature]
Deputy

APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By: [Signature]
Emily Issa
Associate County Counsel

For Local Organization:

COUNTY OF LOS ANGELES

By: [Signature: Mike Antonovich]
Chairman, Board of Supervisors
PRO TEM

I hereby certify that pursuant to
Section 25103 of the Government Code,
this document has been made.

By: [Signature]
Deputy
Executive Officer
Clerk of the Board of Supervisors

ADOPTED
SUPERVISORS

11 JUL 15 2014

For National Consumers League:

Name: Terry Kush

Signature: [Signature]

Name: _____

Signature: _____

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SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

“LifeSmarts ... the ultimate consumer challenge,” is an educational program which teaches students and others about consumer and marketplace issues. The areas covered by LifeSmarts are taught through courses and organizational activities. The competition is in a game show format, and offers participants of all backgrounds and abilities an opportunity to demonstrate their understanding and knowledge of real-life marketplace issues and challenges. The competition reinforces and challenges participants’ knowledge in five key consumer areas: personal finance, health and safety, environment, technology, and consumer rights and responsibilities.

Sponsored by the National Consumers League, with financial support from various companies and organizations, the program brings together many partners who are committed to informing and challenging students, parents, and entire communities to be smart consumers.

A local non-profit or governmental organization conducts the state program. Teams meet in state/area competitions. The winners go on to regional and national matches to determine National LifeSmarts Champions. Prizes are awarded to all participants and winning schools or other organizations.

LifeSmarts is an opportunity for teams of students in grades 9-12, and of teams of students in grades 6-8, to learn more about consumer issues and to develop and enhance their communication and team building skills. Unlimited numbers of students may compete online. Then, teams of 4-5 participants take part in in-person local competitions. An adult advisor (e.g. teacher) serves as the coach for each team and helps prepare the participants. The teams compete at the state level. There is no cost to a team to participate. A winning team from each state then proceeds to the national competitions.

NCL coordinates and plans the national LifeSmarts competitions. The local organization is responsible for planning and implementing the state competition. Representatives from various organizations and governmental agencies help to develop and review questions used in the competitions. NCL provides the questions for the competitions.

Implementing the state competition entails the following:

- Recruiting teams
- Communicating with participating teams and assisting coaches in preparation
- Disseminating information/resources to participating teams
- Ensuring that all appropriate forms are received by NCL by required dates
- Arranging for a facility, equipment, prizes, and media coverage
- Identifying and communicating with judges, officials, and question masters
- Disseminating information to the media
- Communicating with NCL
- Distributing invitations to attend the state competition
- Getting others in the community involved in the program
- Linking to the national LifeSmarts Web site

The state competitions must be held between November 1 and March 15. Once a state winner is determined, the state coordinator notifies NCL. NCL then contacts and coordinates the involvement of all state winners for the national competition held in April. National media contacts are made by NCL.