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THIS AGREEMENT is made and entered, in duplicate, as of April 9, 2019, for reference purposes only, by and between the LONG BEACH POLICE OFFICERS ASSOCIATION, INC. ("LBPOA") whose address is 2865 Temple Avenue, Long Beach, CA 90755, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City has valuable common law rights and associated goodwill in and to the trademarks and trade names associated with the names, insignias and marks LONG BEACH POLICE DEPARTMENT, LBPd, and the LBPd Badge (collectively “Marks”); and

WHEREAS, City desires to license to the LBPOA the limited right to use the Marks solely in connection with LBPOA's production and distribution of memorabilia and merchandise; and

WHEREAS, City is willing to license the Marks to LBPOA solely for such limited use in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. GRANT OF LICENSE. City hereby grants to LBPOA a non-exclusive license to reproduce the Marks only on memorabilia or merchandise that has been pre-approved in writing by the Chief of Police or designee. LBPOA shall not use the Marks without such prior written consent.

2. TERM. The term of this Agreement shall continue in effect for so long as LBPOA continues to produce memorabilia or merchandise containing the Marks; however, this Agreement and the license shall automatically terminate upon LBPOA's breach of this Agreement or discontinuance of the use of the Marks. Further, the City shall have the right to terminate this Agreement for any reason or no reason at any time by giving at least ten (10) calendar days prior written notice to LBPOA. Upon and after termination of this Agreement, all rights granted to LBPOA

under this Agreement shall forthwith revert to City, and LBPOA shall immediately refrain from and discontinue any and all use of the Marks in connection with the development, production, distribution of memorabilia or merchandise containing the Marks. Nevertheless, in the event of such termination, the City shall take ownership of remaining merchandise and shall reimburse LBPOA for authorized purchases made prior to the notice of contract termination.

3. ACCEPTABLE USE/NO ALTERATION. LBPOA shall not use the Marks for any commercial purposes, nor in any manner derogatory or otherwise unacceptable to City. LBPOA shall also include all notices and legends with respect to the Marks as may be reasonably requested by City, or that are or may be required by any laws within the United States. LBPOA shall use the Marks only as depicted in the City's pre-approved written consent. LBPOA shall not alter the Marks in any way without first obtaining City's express written consent to the alteration.

4. QUALITY CONTROL. LBPOA shall comply with City's quality control requirements for use of the Marks as set forth in this Agreement and as may be implemented by City in the future. Upon City's written request, LBPOA shall submit evidence to City, including actual documentation and advertising material, if any, of LBPOA's use of the Marks in order for City to determine whether LBPOA's use of the Marks meets City's quality requirements.

5. INTELLECTUAL PROPERTY RIGHTS. City shall retain ownership of all title and interest in and to the Marks, and City shall retain all rights not specifically granted to LBPOA pursuant to this Agreement. Any and all goodwill arising from LBPOA's use of the Marks shall inure to the sole benefit of City. LBPOA shall not assert any claim to goodwill in the Marks at any time during or after the term of this Agreement. LBPOA shall not take any action that is or could be detrimental to the goodwill associated with the Marks. LBPOA acknowledges and agrees that the Marks, all goodwill pertaining thereto, and all rights and entitlement thereto, and all extensions thereof, are and shall remain the sole and exclusive property of City.

1                   6.     ASSIGNMENT.     This Agreement may not be transferred,  
2     sublicensed or assigned by LBPOA without the prior written consent of City. Any  
3     purported grant of sublicense or transfer by LBPOA of its rights under this Agreement,  
4     by operation of law or otherwise, shall be void and shall automatically cause this  
5     Agreement to terminate.

6                   7.     INDEPENDENT CONTRACTOR.     City and LBPOA are  
7     independent legal entities, and nothing in the Agreement shall be construed or be  
8     deemed to create a relationship of joint venturers, principal and agent, or employer  
9     and employee between them. LBPOA shall have no authority to enter into contracts  
10    or otherwise deal with third parties on behalf of, or as agent for, City. City shall have  
11    no authority to enter into contracts or otherwise deal with third parties on behalf of, or  
12    as agent for, LBPOA.

13                  8.     AMENDMENT.     This Agreement, including all Exhibits, shall not  
14    be amended, nor any provision or breach waived, except in writing signed by the  
15    parties which expressly refers to this Agreement.

16                  9.     LAW.     This Agreement shall be governed by and construed  
17    pursuant to the laws of the State of California (except those provisions of California  
18    law pertaining to conflicts of laws). LBPOA shall comply with all laws, ordinances,  
19    rules and regulations of and obtain all permits, licenses and certificates required by all  
20    federal, state and local governmental authorities.

21                  10.    ENTIRE AGREEMENT.     This Agreement, including all Exhibits,  
22    constitutes the entire understanding between the parties and supersedes all other  
23    agreements, oral or written, with respect to the subject matter in this Agreement.

24                  11.    AMBIGUITY.     In the event of any conflict or ambiguity between  
25    this Agreement and any Exhibit, the provisions of this Agreement shall govern.

26                  12.    COSTS.     If there is any legal proceeding between the parties to  
27    enforce or interpret this Agreement or to protect or establish any rights or remedies  
28    under it, the prevailing party shall be entitled to its costs, including reasonable

attorneys' fees.

13. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to LBPOA at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to 400 West Broadway, Long Beach, California 90802, Attn: Chief of Police. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

14. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 LONG BEACH POLICE OFFICERS  
4 ASSOCIATION, INC.

5 JULY 31, 2019

By [Signature]

6 Title PRESIDENT LONG BEACH POA

7 JULY 31, 2019

By [Signature]

8 Title VICE-PRESIDENT, LONG BEACH POA

9 **Tom Modica**  
10 **Assistant City Manager**

11 **EXECUTED PURSUANT**  
12 **TO SECTION 301 OF**  
13 **THE CITY CHARTER**

14 "LBPOA"

15 CITY OF LONG BEACH, a municipal  
16 corporation

17 Aug 26, 2019

18 By [Signature]  
19 City Manager

20 "City"

21 This Agreement is approved as to form on August 20, 2019.

22 Charles Parkin, City Attorney

23 By [Signature]  
24 Deputy