

FDCARES PROGRAM LICENSE AGREEMENT

This Agreement is entered into between KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "Kent RFA", and the CITY OF OLYMPIA, a municipal corporation, hereafter referred to as "AGENCY."

RECITALS

1. This agreement is entered into under the authority of RCW 52.26.090(1)(b) to protect the Kent RFA's investment in the FDCARES Program (Community Assistance, Referral and Education Services Program).
2. The Kent RFA has developed the FDCARES Program as part of its statutory authority to provide emergency medical services and to protect life and property in the manner specified in the Program Description attached as Exhibit A.
3. The Kent RFA has invested substantial resources in developing the FDCARES Program, and has trademark and copyright protections in the FDCARES logo and supporting materials.
4. The Kent RFA desires to protect its investment in the development of the FDCARES Program while also encouraging other fire departments to adopt the FDCARES Program within their jurisdictions.
5. The Kent RFA also desires to control the quality, content and public image and perception of the FDCARES program as it is developed in other jurisdictions.
6. The Kent RFA has the ability to provide other jurisdictions with specific materials, supplies, programs, and other resources that will allow other jurisdictions to establish a FDCARES Program that meets the FDCARES program requirements.
7. The Agency desires to establish a FDCARES Program within its jurisdiction.
8. This Agreement replaces in its entirety all previous FDCARES licensing Agreements between the parties.

LICENSE AGREEMENT

To carry out the purposes of this License Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Grant and Scope of License - FDCARES Program.** In consideration of the the terms and conditions set forth in this License Agreement, the Kent RFA, as Licensor, grants Agency, as Licensee, during the initial Term of this Agreement and during any renewal or extension thereof, a non-exclusive, royalty-free right to use, market, promote, distribute, sell, and/or use and exploit in any way and in any manner or media now known or hereafter devised in the Territory, the following:

- 1.1. FDCARES Trademark/Service Mark, FDCARES Products and FDCARES Program Documents.** The License includes the FDCARES Trademark and/or Service Mark (**Exhibit A**) and any related FDCARES Products and Program Documents developed, derived, or modified by Kent RFA for use in connection with the development of a FDCARES Program consistent with the Program Description contained in **Exhibit B**. This license specifically includes, but is not limited to, use of the FDCARES trademark and/or service mark as it applies to the creation and use of the products, documents and materials identified in **Exhibit D**.
 - 1.2. Kent RFA/FDCARES Website Content and Related Services.** The Kent RFA will provide an Agency page on the FDCARES.com website. In addition the Agency will be listed on a "programs near you" page with a link to the Agency's FDCARES.com page. The Agency's FDCARES.com page may include a link to your Agency's website if so desired.
 - 1.3. Licensed Articles.** All intellectual property, including all of the above-referenced Trademarks, Service Marks, Products, Program Documents, Forms and Agreements, Website Content, and other content created, modified or derived by Kent RFA for the FDCARES Program and that is subject to this License, shall collectively be referred to as the "Licensed Articles."
- 2. The Territory.** The Territory shall be restricted and limited to the Agency's jurisdictional boundaries and to the boundaries of any entity that the Agency serves by contract.
- 3. Fees.** Agency agrees to pay any product fees consistent with the pricing schedules attached as Exhibit E.
- 4. Agency Obligations.**
 - 4.1.** Agency shall provide the Kent RFA with report summaries of Agency's usage of the FDCARES program. The summaries shall be provided on the schedule identified in Exhibit C and shall include the items set forth in Exhibit C. The Kent RFA reserves the right to modify the reporting requirements with 30 days advance notice to Agency including, but not limited to, the right to require that the reporting be conducted through a designated 3rd party service provider. Agency understands that Agency may be required to pay a fee to such third party and that failure to agree to such payment will provide the Kent RFA with the option to terminate this Agreement with 30 days written notice.
 - 4.2.** The Kent RFA shall make available to the Agency preapproved Licensed Articles consistent with the terms set forth in Exhibit E. In the event Agency intends to obtain Licensed Articles from a source other than identified on Exhibit E, the Agency shall submit such Licensed Articles to the Kent RFA for approval prior to use.
- 5. Additional License Terms.**
 - 5.1.** All Licensed Articles are proprietary to the Kent RFA, and Kent RFA retains exclusive title and ownership of the Trademark and/or Service Marks and goodwill pertaining

thereto, copyrights and other intellectual property rights in the licensed products set forth above and hereafter created and derived in connection with the FDCARES Program. The Kent RFA's rights are protected by the national and state copyright, trade secret, and other intellectual property laws of the United States and international treaty provisions. Agency has no rights in the Licensed Articles except as expressly granted herein. All rights not expressly granted to the Agency herein are expressly reserved by the Kent RFA.

- 5.2. The Agency agrees that the use of the Licensed Articles shall be done in such a way so that there does not exist any appearance of Kent RFA endorsement, authorization or affiliation of the Kent RFA with the Agency, other than as provided in this Agreement
- 5.3. The Agency shall prominently display the licensed Marks on all FDCARES Program materials and shall use the registration symbol ® in conjunction with the Trademark/Service Mark.
- 5.4. The Agency shall not adopt or use, without the Kent RFAs prior written consent any variation, modification, or derivative of the licensed Trademark/Service Mark including any Trademark/Service Marks similar to or confusing with the licensed Trademark/Service Mark.
- 5.5. The Agency shall maintain high quality standards for all programs and services provided under the FDCARES Trademark/Service Mark, including but not limited to consistency with the program description and objectives set forth in Exhibit B.
- 5.6. The Agency shall promptly inform the Kent RFA of any potential Trademark/Service Mark dispute or infringement and shall furnish to Kent RFA a detailed report describing any such dispute or infringement. The Kent RFA shall at its sole discretion determine whether there has been an infringement, and whether to take legal action.
6. **Term.** This Agreement is for a one calendar year term beginning on the date set forth in Paragraph 10 "Effective Date." The Agreement shall be automatically renewed at 12:01 a.m. on the anniversary of the Effective Date "Anniversary Date" unless either party provides written notice of non-renewal 30 days prior to the Anniversary Date. On termination of this Agreement all rights of Agency under the licenses granted herein shall terminate and revert to the Kent RFA and Agency shall immediately cease use of the Licensed Articles.
7. **Termination.** Either party may terminate this License Agreement immediately upon material breach by the other party. A material breach shall include, but not be limited to, any exploitation of the Licensed Articles that is inconsistent with the Program Description in Exhibit B, is outside the Territory as set forth in Section 2, or violation of the assignment prohibition in Section 9.6. Either party may terminate this agreement for any reason with 30 days advance written notice of termination, provided that if the Agency terminates this Agreement the Agency shall be required to provide all report summaries required under Section 4.1 covering the Agencies usage of the FDCARES program through the effective date of termination even if such obligation requires producing report summaries after the effective date of termination.

8. **Liability.** Agency shall defend and indemnify the Kent RFA and hold the Kent RFA harmless from any and all claims, damages, and attorney's fees and related expenses arising from the Agency's use of the Licensed Articles and/or arising from Agency's operation of a FDCARES Program. The provisions of this Agreement shall survive the termination of this Agreement.

9. **Miscellaneous.**

9.1. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

9.2. **Assignment.** Agency may not assign any right or interest in this License Agreement without the written consent of Kent RFA.

9.3. **Severability.** If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

9.4. **Modification.** This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.

9.5. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

9.6. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

10. **Effective Date:** This Agreement shall be effective on _____ "Effective Date."

KENT RFA:

Kent Fire Department
Regional Fire Authority:

By: _____

Print Name: _____

Its _____

DATE: _____

AGENCY:

City of Olympia

By: _____

Print Name: _____

Its _____

DATE: _____

NOTICES TO BE SENT TO:

Fire Chief
Kent Fire Department Regional
Fire Authority
24611 116th Ave. S.E.
Kent, WA 98030

(253) 856-4311 (telephone)

(253) 856-6300 (facsimile)

NOTICES TO BE SENT TO:

() _____ (telephone)

() _____ (facsimile)

APPROVED AS TO FORM:

Darren Nienaber

CITY ATTORNEY

EXHIBIT A
FDCARES Trademark / Service Mark

(This Exhibit is subject to modification by the Kent RFA at any time. Modifications of this Exhibit shall be provided to Agency at the Notice Address specified on the signature page of the License Agreement)



EXHIBIT B

FDCARES PROGRAM DESCRIPTION

(This Exhibit is subject to modification by the Kent RFA at any time. Modifications of this Exhibit shall be provided to Agency at the Notice Address specified on the signature page of the License Agreement)

The FDCARES Program is an evolving and growing community assistance program that is based in the arena of solving issues for people before an emergency takes place. There are many issues facing the growing, aging, and health needs of society. Solving of the individual issues for members of our community in an effort to prevent injury and or illness is "injury and illness prevention".

The FDCARES Program has been developed to interact directly with members of our community in an effort to prevent injury and illness. This direct interaction will also aid in preventing the need for future emergency services for these individuals as well. Emergency service prevention has a ripple effect. It will assist in preventing ambulance transportations, emergency room visits, and associated costs to both the individuals as well as insurance providers. This prevention can also keep emergency service providers available for more acute type incidents as well as keep hospital emergency rooms from being overcrowded and alleviate the need for patient diversions.

Frequently when a member of our community finds themselves in need of the emergency 911 system for low acuity type assistance it is because they have nowhere else to turn. This first call to 911 is often times a predictor of future 911 use as emergency providers are able to correct the immediate problem that is taking place. What hasn't taken place to this point is corrective action that could have prevented this individual's current need for emergency services or prevent future needs for the same service.

There are many different social services available ranging from local churches, to local government services, to County services, to State and Federal government services. Although many of these social services can be very busy, there appears to be some disconnect from these various services and many members of society. Many people are not aware that there are services available to assist them with their independent issues, let alone that there is something that can be done to assist them at all and that will directly, in a positive manner affect their life.

The FDCARES Program will connect members of our community to these social services. The Kent Fire Department CARES© program is here to assist the members of our community with their individual needs. These needs are frequently identified by fire department emergency responders who have been called through the 911 system for assistance. These fire department members using their regular incident reporting system, notifies the EMS/CARES© division of community member needs and patient follow-up takes place from there.

EXHIBIT C

Agency Reporting Requirements

(This Exhibit is subject to modification by the Kent RFA at any time. Modifications of this Exhibit shall be provided to Agency at the Notice Address specified on the signature page of the License Agreement)

As a condition of the License granted under the License Agreement, the Kent RFA requires the Agency to comply with the following reporting requirements.

Online Reporting Requirements Pending

EXHIBIT D

(This Exhibit is subject to modification by the Kent RFA at any time. Modifications of this Exhibit shall be provided to Agency at the Notice Address specified on the signature page of the License Agreement)

FDCARES Products:

FDCARES Products are available for purchase through the Kent RFA (Exhibit E). If Agency intends to independently create or purchase its own Products, such Products must be preapproved by the Kent RFA pursuant to Section 4.2 of the License Agreement.

- a. FDCARES Brochure
- b. FDCARES Refrigerator Non-Emergency magnet.
- c. FDCARES Thank you Cards
- d. FDCARES Condolence Cards
- e. FDCARES Business cards
- f. FDCARES letterhead
- g. Other printed informational, advertising, marketing and promotional materials used to promote the FDCARES program and to educate citizens regarding the FDCARES program.

FDCARES Program Documents:

FDCARES Program Documents and modified and derivative versions thereof, which will be provided to the Agency in hard copy and electronic formats, include but are not limited to:

- a. FDCARES Position assignment description
- b. FDCARES Safety Procedures
- c. FDCARES Patient Contact Form
- d. FDCARES Meeting Agenda Form
- e. FDCARES Patient follow up data tracking in excel format.
- f. FDCARES Fiscal Analysis Model.
- g. Fire RMS tab set up procedures or model for tracking information for Agency that do not use Fire RMS.

- h. FDCARES report running set up procedures for Fire RMS users or model for FDCARES report for Agency that does not use Fire RMS format.
- i. **Sample Forms and Agreements.** The Kent RFA will also provide the following sample forms and agreements. Agency is advised that such forms should be reviewed by the Agency's legal counsel prior to use.
 - i. FDCARES Patient Release Form
 - ii. FDCARES Sponsorship Agreement Form
 - iii. FDCARES Continuation of Care Form
 - iv. FDCARES Risk Reduction Consent and Release Form
 - v. FDCARES Statement of Authority

EXHIBIT E

PRODUCT PRICING LISTS

(This Exhibit is subject to modification by the Kent RFA at any time. Modifications of this Exhibit shall be provided to Agency at the Notice Address specified on the signature page of the License Agreement)

The Kent RFA has vendor contracts that allow for the production of consistent and high quality FDCARES Products. The Agency may purchase such FDCARES Products through the Kent RFA at the prices specified herein. The Agency recognizes that the listed prices are subject to change at anytime by the Kent RFA. **All Pricing includes layout & design modifications to personalize to your department, shipping and sales tax to Washington State locations.**

<u>FDCARES PR Kit Packages</u>	<u>Qty.</u>	<u>Price</u>
1. FDCARES PR Kit – 2000		\$5,200
-Brochure	2000	
-Magnets	2000	
-Notepads	300	
-Thank you Card & Envelope	25 ea.	
-Condolence Card & Envelope	25 ea.	
-Letterhead (sheets of paper)	500	
-Business Cards (2 Names)	250 ea.	
-Blood Pressure Cards	2000	
-Emergency Information Packets	1000	

<u>FDCARES PR Kit Packages</u>	<u>Qty.</u>	<u>Price</u>
2. FDCARES PR Kit – 2000		\$7,500
-Brochure	5000	
-Magnets	5000	
-Notepads	500	
-Thank you Card & Envelope	50 ea.	
-Condolence Card & Envelope	50 ea.	
-Letterhead (sheets of paper)	1000	
-Business Cards (2 Names)	250 ea.	
-Blood Pressure Cards	5000	
-Emergency Information Packets	2500	

<u>FDCARES PR Kit Packages</u>	<u>Qty.</u>	<u>Price</u>
1. FDCARES PR Kit – 2000		\$12,000
-Brochure	10,000	
-Magnets	10,000	
-Notepads	1000	
-Thank you Card & Envelope	100 ea.	
-Condolence Card & Envelope	100 ea.	

- Letterhead (sheets of paper)
- Business Cards (2 Names)
- Blood Pressure Cards
- Emergency Information Packets

1000
500 ea.
10,000
5000

Individual Item Pricing

Item

Quantity / Price

Brochure

500	1,000	2,000	5,000	10,000
\$283	\$502	\$968	\$1,249	\$1,726

Non-Emergency Resource Magnet

1,500	2,000	2,500	5,000	7,500	10,000
\$1,283	\$1,333	\$1,473	\$2,014	\$2,547	\$3,085

Notepads (25 sheets per pad)

300	500	750	1,000
\$780	\$996	\$1,259	\$1,478

EMIS Packet w/Sticker

500	1,000	2,500	5,000
\$750	\$1,149	\$1,955	\$3,570

Blood Pressure Cards

1,000	2,000	5,000	10,000
\$237	\$347	\$595	\$981

Condolence Card w/Envelope

25	50	100
\$93	\$153	\$210

Thank You Card w/Envelope

25	50	100
\$97	\$142	\$208

Business Cards (2 Names)

250	500
\$104	\$142

Letterhead

500	1,000
\$175	\$391

Envelopes #10

250	500	1,000	2,500
\$144	\$171	\$196	\$278

Post-It Note Pads

	500	1,000	2,500
4 x 4 Cubes	\$4,364	\$6,104	\$12,990
4 x 3 Pads	\$392	\$823	\$1,530

Other Items Currently Available

FDCARES Pad-Folio w/Pen and notepad \$15.00 ea.

FDCARES Pen \$3.00 ea.

FDCARES Mouse Pads \$5.00 ea.

FDCARES Travel Mug \$10.00 ea.

