

APPROVED
08-10-2016

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

BOARD REPORT


NO. 16-167

DATE: August 10, 2016

C.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OAKRIDGE RESIDENCE – MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF OAKRIDGE

AP Diaz _____ *V. Israel 
R. Barajas _____ K. Regan _____
H. Fujita _____ N. Williams _____


General Manager

Approved Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Memorandum of Understanding (MOU) between the City of Los Angeles (City) and Friends of Oakridge (Friends), a California non-profit, public benefit corporation, herein included as Attachment 1, subject to the approval of the Mayor and City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed revision to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the revised MOU subsequent to all necessary approvals.

SUMMARY

Designated as Los Angeles Historical-Cultural Monument No. 484 in March 1990, the 9.47-acre Oakridge Residence (Oakridge) located at 18650 Devonshire Street, Northridge, CA 91324, is one of the few remaining traces of the San Fernando Valley's popularity as a rural getaway during the golden age of Hollywood. The former home of Barbara Stanwyck and Jack Oakie was acquired by the City in 2008 and the remaining grounds in 2009 through Quimby Funds. The City of Los Angeles Department of Recreation and Parks (RAP) has jurisdiction over Oakridge.

In 2011, the Friends of Oakridge, a California 501(c)(3) non-profit group (Friends) was formed. The mission of Friends is to restore, preserve, and support Oakridge and its historical significance. On March 5, 2014, the Board approved a one-year MOU (Report No. 14-054) with Friends, defining the respective roles, responsibilities, and financial relationship between the City and Friends, with respect to fundraising for, and the preservation and restoration of, Oakridge. A copy of the MOU executed on September 3, 2014 is herein included as Attachment 2. On August 12, 2015, the Board approved a First Amendment to the MOU for a term extension of one year. A

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copy of the First Amendment is herein included as Attachment 3. The MOU will expire on September 1, 2016.

Friends have complied with the current MOU terms including the submission of annual financial reports. To date, Friends have arranged and lead over twenty-five (25) public and private tours of Oakridge as well as a special book-signing event and an outdoor artist-painting day.

During the past year, Friends and RAP reviewed and evaluated the past performance of Friends at Oakridge, as well as address and determine future needs of Oakridge in order to enhance the terms and conditions of a revised MOU. Should the proposed new MOU be approved, the following modifications to the MOU will be implemented under the following sections:

Section 2 - Term

- Term of the MOU is extended one year with an option to renew for one additional year at the sole discretion of the RAP General Manager.

Section 3 - Office Space/Storage Area

- A pre-fabricated storage unit was added in one of the garage bays at Oakridge.

Section 4 - Use of Oakridge by Friends

- Friends shall be required to coordinate access through the RAP Maintenance Division pursuant to a pre-established schedule and on occasions, on a case-by-case basis.

Section 4.b. - Alterations

- Added provision requiring that any alterations to the Oakridge grounds or the residential structure may not be done without the expressed written approval of RAP.

Section 4.c. - Friends' Events and Activities

- Added provision to specifically address the schedule and coordination of activities on-site, and associated requirements.

Section 5 - Safety

- Added provision to address matters and protocol related to public safety and the handling of occurrences.

Section 10 - Signage

- New language specifies that temporary banners may be placed less than thirty (30) days, subject to the approval by RAP.

Section 13 - City Priorities

- Added language to acknowledge Oakridge's historical nature and restoration plan.

Section 14 - RAP Improvements

- Added Section to address possible future improvements performed by City.

Section 15 - Financial Statements

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- Adjusted reported requirements from annual to quarterly.

Section 17 - Ratification

- Included a ratification clause in the event MOU is not executed by date of expiration.

Friends will continue to maintain appropriate insurance coverage listing the City as an additional insured, and will coordinate all future activities at the property with RAP staff.

RAP Staff has discussed the proposed MOU with the Superintendent of the Valley Region, the Principal Grounds Maintenance Supervisor of the Valley Region, and Council District 12. Each supports the MOU and concurs with staff's recommendations.

FISCAL IMPACT STATEMENT

The proposed MOU will have no adverse impact on RAP's General Fund as operations and program costs associated with Friends' use and support of park property will be paid for by Friends' at no cost to the City.

This Report was prepared by Joel Alvarez, Senior Management Analyst II and Leslie Richter, Senior Recreation Director, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Memorandum of Understanding
- 2) Memorandum of Understanding dated September 3, 2014
- 3) First Amendment to the Memorandum of Understanding for a Term Extension of One Year

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
AND
FRIENDS OF OAKRIDGE
ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP
TO RESTORE, PRESERVE, AND SUPPORT THE OAKRIDGE RESIDENCE
AND IT'S HISTORICAL SIGNIFICANCE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this day of _____, 201__, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS OF OAKRIDGE, a California 501(c)(3) nonprofit public benefit corporation, (hereinafter "FRIENDS"). CITY and FRIENDS may be referred to herein individually as "PARTY" and/or collectively herein as "PARTIES".

- A. Through its Department of Recreation and Parks ("RAP"), CITY owns and operates the Oakridge Residence, designated as Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, California 91324 ("OAKRIDGE"), with grounds of approximately 9.47 acres, including a two-story, 6,000 square-foot Tudor style residential structure, further described by the site map attached hereto and incorporated herein by reference as Exhibit A.
- B. FRIENDS is incorporated as a California 501(c)(3) nonprofit public benefit corporation whose mission is to restore, preserve, and support OAKRIDGE and its historical significance.
- C. FRIENDS is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FRIENDS are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FRIENDS' Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FRIENDS, with respect to fundraising for, and the preservation and restoration of, OAKRIDGE.

CITY and FRIENDS hereby agree and understand as follows:

1. Fundraising.

- a. **Authority to Raise Funds.** Pursuant to the terms and conditions of this MOU, FRIENDS is authorized to raise funds for the benefit of OAKRIDGE and its visitors. All funds raised for OAKRIDGE shall be used exclusively for the preservation, maintenance, restoration, related activities and/or other purposes in support of OAKRIDGE.
- b. **Fundraising at OAKRIDGE.** Except for CITY's own fundraising, activities, and events, FRIENDS shall be the primary organization authorized to conduct fundraising activities at OAKRIDGE, subject to coordination with RAP.
- c. **Donor Recognition.** Subject to approval by RAP, FRIENDS is authorized to provide recognition to donors consistent with naming and donor recognition policies approved by the Board of Recreation and Parks Commissioners ("BOARD") (Reports No. 13-160,

“Sponsorship Recognition Policy and Guidelines” and 13-161, “Naming Policy Procedures and Guidelines”). FRIENDS may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with a Gift Agreement, subject to review by RAP and BOARD approval.

- d. **Gift Agreements.** Gifts of historical items, equipment, materials, funds, or services to CITY for OAKRIDGE by FRIENDS are subject to Gift Agreements executed by and between CITY and FRIENDS and/or a third party contributor, approved by the BOARD, the City Attorney, the Mayor, and City Council (if required). Contingent upon the scope and magnitude of such gifts, the BOARD may accept such gifts through a donation report. Loans of equipment, materials, or artifacts may also require written agreements approved in writing by the BOARD, City Attorney, Mayor, and City Council (if required).
- e. **Right of Entry Permits.** This provision of services consisting of events, and/or the implementation of improvements at OAKRIDGE maybe subject to issuance of a Right of Entry Permit (“ROE”) by RAP, to be determined on a case by case basis. The terms and conditions of an ROE will include a description of the activities to occur, the process involved, and details for the permittee to access OAKRIDGE, inspection and determination of required use, as necessary and directed by RAP.

2. **Term.** The term of this MOU (“TERM”) shall become effective on the date of execution by the PARTIES and shall remain in effect for one (1) year from the date of execution, with an option to renew for one (1) additional year at the sole discretion of the RAP General Manager. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend to, but are not obligated, to negotiate and execute a subsequent agreement at the end of the TERM of this MOU, that includes additional roles and responsibilities with respect to OAKRIDGE.

3. **Office Space/Storage Area.** Depending on space available, CITY will provide within the OAKRIDGE residential structure, an administrative area for FRIENDS’ staff and/or volunteers, at no cost to FRIENDS and designated by RAP. CITY will provide utility services for the space at no cost to FRIENDS. FRIENDS shall provide furniture, equipment, supplies, and telephone and data lines necessary for use of the area at no cost to the CITY. Additionally, CITY shall allow FRIENDS to store a pre-fabricated storage unit inside one of OAKRIDGE’s garage bays.

4. **Use of OAKRIDGE by FRIENDS.** CITY and FRIENDS agree that use of various areas and facilities of OAKRIDGE are necessary and appropriate within the scope of FRIENDS’ mission. Access to OAKRIDGE is to be coordinated through the RAP Maintenance Division pursuant to a pre-established schedule, and on occasion a case-by-case basis.

- a. **Meetings.** FRIENDS is authorized no-charge use of the grounds and kitchen in the residence to conduct meetings in furtherance of FRIENDS’ mission.
- b. **Alterations.** Any alterations to the OAKRIDGE grounds or the residential structure may not be done without the expressed written approval of RAP.
- c. **FRIENDS’ Events and Activities.** FRIENDS is authorized no-charge use of the grounds and facilities at OAKRIDGE to conduct FRIENDS’ activities, including but not limited to cultivation events, tours, fundraising activities, and educational events, subject to prior approval by and coordination with RAP, in support of FRIENDS’ specific purposes. Out-

of-pocket expenses including but not limited to, staff costs, rental fees, supply costs, and catering expenses shall be paid by FRIENDS.

- i. FRIENDS may conduct two private tours per month, concluding activities by 2:00 p.m. (between the hours of 6:00 a.m. – 2:00 p.m.)
 - ii. FRIENDS may conduct one Saturday public tour a month, concluding activities by 2:00 p.m. (between the hours of 6:00 a.m. – 2:00 p.m.)
 - iii. Should FRIENDS wish to conduct other events or activities, which end prior to 2:00pm, then a two (2) week access notice is required for the event or activity.
 - iv. Should FRIENDS wish to conduct other events or activities, which end after 2:00pm, but no later than 10:00pm, a four (4) week advance notice is required for the event or activity.
 - v. Requests for tours or events/activities should include a short description of the event, number of guests anticipated, and parking plan.
 - vi. CITY will provide FRIENDS up to twenty (20) chairs and two (2) tables for such events/activities. FRIENDS shall properly store the tables and chairs in designated areas after each use, in accordance with RAP Maintenance requirements and instructions, making sure not to damage the interior of the residential structure. FRIENDS shall be responsible for the security of such tables and chairs subject to replacement at the expense of FRIENDS if lost or damaged.
 - vii. It is understood that FRIENDS may incur RAP Maintenance Staff Overtime Costs contingent upon the day, time, and resources available for FRIENDS' needs.
 - viii. No more than ten (10) cars shall be allowed to park on the circle drive at any one time. Vehicles must stay on pavement at all times. Parking is not allowed next to the caretaker's quarters or in front of the garage blocking access. Any alternative parking arrangements shall be subject to the coordination with, and approval by RAP Maintenance.
- d. **Other Activities.** Use of any portion of the grounds or facilities at OAKRIDGE by any others except CITY and those assisting or associated with FRIENDS, shall be subject to a Use Permit issued by RAP in accordance with the RAP Facility Rental Policy, and Schedule of Rates and Fees, which will be developed in the future and approved by the BOARD.

5. Safety. FRIENDS is aware that OAKRIDGE is not in a proper condition for public use at this time, as there are uneven interior and exterior surfaces, and therefore acknowledges the following conditions, and will observe and be responsible for safety precautions for those on the property during FRIENDS events and activities, subject further to direction by RAP.

The following conditions are understood and agreed to by FRIENDS:

- a. No public restrooms are available on site.
- b. Proper walking shoes must be worn at all times.
- c. Reasonable accommodations must be given to those who request it, but with the understanding that there are no existing Americans with Disabilities Act ("ADA") accommodations or compliances in place at this time.
- d. No food or drink is allowed inside the residential structure.
- e. RAP provides a trash receptacle outside the residential structure. The accumulation of trash by FRIENDS and/or those associated with FRIENDS' activities or events at OAKRIDGE, must be immediately disposed of after use. FRIENDS are aware that RAP

does not make routine trash pick-ups at OAKRIDGE. FRIENDS will remove and dispose of excess trash and bulky items off-site if items exceed the receptacle's capacity.

- f. In case of injury or emergencies, FRIENDS will complete and submit the non-city employee accident form. A non-City employee accident report and instructions are incorporated herein by reference as Exhibit B. For serious injuries, FRIENDS must immediately call 911.

6. Indemnification. Each PARTY agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this MOU.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed to between them or may be judicially determined.

7. Insurance. FRIENDS shall be fully insured, and as a requirement of this MOU, FRIENDS shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R, attached hereto and incorporated herein by reference as Exhibit B. FRIENDS shall maintain during the TERM of this MOU, evidence of insurance acceptable to the CAO Risk Manager, and shall obtain approval of such insurance prior to FRIENDS' performance under this MOU, in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit B, incorporated herein by reference.

8. Intellectual Property. The arrangements between the PARTIES with respect to intellectual property rights will be set out in license agreements negotiated and executed by and between PARTIES, approved in writing by the BOARD, City Attorney, Mayor, and City Council (if required). This MOU shall not supersede the terms of any existing or future executed license agreement.

9. Publicity. PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this MOU, the use or promotion of OAKRIDGE, the acquisition of any real property, or construction of any improvements at OAKRIDGE, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of OAKRIDGE. Further, any press release, public announcement, marketing materials, or brochures prepared by either PARTY, shall appropriately acknowledge the contributions of both PARTIES. To the extent stipulated in any grant agreement, PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES, including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either PARTY, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

FRIENDS agrees that any public release or distribution of information related to this MOU or related projects, programs, services, or events, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles Department of Recreation and Parks”

10. Signage. No permanent signs of any kind will be displayed unless previously approved in writing by the BOARD. Temporary banners to be placed less than thirty (30) days, may be displayed, subject to approval by RAP. CITY may require removal or refurbishment, at FRIENDS' expense, of any sign previously approved signage. Requirements for signage shall be stipulated in a separate project permit or agreement (if applicable), in accordance with CITY policies.

11. Internet Cross Promotion and Use of Marks. RAP shall cooperate with FRIENDS in reasonably maintaining or providing links to FRIENDS' Internet sites on the pages dedicated by RAP to OAKRIDGE and FRIENDS shall cooperate with RAP in reasonably maintaining or providing links to RAP and OAKRIDGE Internet sites. Otherwise, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "MARK") without the prior written approval of FRIENDS or RAP, respectively. Each MARK shall remain the sole and exclusive intellectual property of the respective PARTY.

12. No Joint Venture or Agency Relationship. Nothing herein contained shall be construed to place the PARTIES to this MOU in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. FRIENDS shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FRIENDS represent itself to be an agent of the CITY or any of its departments. Nothing in this MOU may be construed to have authorized or vested in FRIENDS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

13. CITY Priorities. Pursuant to any RAP restoration or improvement project(s) at OAKRIDGE, RAP or its designated vendor will prepare a Los Angeles Historical-Cultural Monument plan to restore and preserve OAKRIDGE, and will provide FRIENDS with information on OAKRIDGE's needs in terms of funding, support, or programming, which the Board of Directors of FRIENDS shall take into account in determining the use of FRIENDS' assets.

14. RAP Improvements. Should major construction or refurbishments be conducted on the interior or exterior of the OAKRIDGE residential structure or exterior grounds, RAP has the right to revise the TERM and applicable sections of this MOU.

15. Financial Statements. Financial statements or financial status reports for FRIENDS fundraising and other revenue generating activities will be provided to RAP at the end of each quarter (winter quarter is due April 15, spring quarter is due July 15, summer quarter is due October 15 and fall quarter is due January 15, the following year.) An annual financial status shall be provided to RAP at the end of FRIENDS' fiscal year, which is January 1 – December 31.

16. Disposition of Assets Upon Liquidation. FRIENDS' Articles of Incorporation provide that upon liquidation, its net assets will be transferred to another California non-profit public benefit corporation with similar purposes and mission with respect to the restoration, preservation and support of OAKRIDGE.

17. Ratification. At the request of RAP, and because of the need therefore, FRIENDS began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this MOU, and ratifies its MOU with FRIENDS for such services.

18. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:

Exhibit A: Site Map

Exhibit B: Form for Reporting Non-City Employee Injuries

Exhibit C: Insurance Requirements and Instructions for Submitting Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit C; and 4) Exhibit B.

[SIGNATURE PAGE TO FOLLOW]

This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

FRIENDS OF OAKRIDGE, a 501(c)(3) California non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Title: _____

By: _____
Deputy City Attorney

Date: _____

Date: _____

**Exhibit A
Site Map**

Delineated below, the Oakridge Residence is located at 18650 Devonshire Street, Northridge, CA 91324, and includes a two-story Tudor home, pool, and tennis courts within approximately 9.47 acres of land.



OAKRIDGE Grounds

18650 Devonshire St,
Northridge, CA 91324



OAKRIDGE Residential Structure
and surrounding grounds.

Exhibit-B

Form for Reporting Non-Employee Injuries

OAKRIDGE NON-CITY EMPLOYEE ACCIDENT OR ILLNESS REPORT						
INSTRUCTIONS: All accidents, illnesses, or injuries, no matter how minor, involving non-city employees while on City property, must be documented and reported to the Principal Maintenance Supervisor within 24 hours. Administer First Aid as needed. If serious injury, call 911 first and then the Principal Maintenance Supervisor. Be thorough when completing the report. Print clearly.						
PART I - PERSONAL DATA						
1. NAME OF PERSON INJURED: LAST: _____ FIRST: _____ MIDDLE: _____			2a. HOME ADDRESS (STREET) (CITY) (ZIP)		6. PHONE NUMBER	
			2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)		7. PHONE NUMBER	
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F		5. DATE OF BIRTH	3. IF MINOR NAME OF PARENT OR GUARDIAN		8. PHONE NUMBER	
PART II - ACCIDENT/INJURY						
9. DATE		10. TIME	11. LOCATION OF PROPERTY INVOLVED OAKRIDGE ESTATE:		12. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	
13. (IF FIRST AID GIVEN BY NAME)			ADDRESS		PHONE NUMBER	
14. PHYSICIAN/HOSPITAL INJURED TAKEN TO:			ADDRESS		PHONE NUMBER	
15. NATURE OF SPECIFIC INJURIES (BE SPECIFIC)						
DESCRIBE ACCIDENT IN DETAIL (ATTACH ADDITIONAL SHEETS IF NECESSARY)						
PART III - WITNESSES						
16. NAME LAST: _____ FIRST: _____ MIDDLE: _____			17. ADDRESS (STREET) (CITY) (ZIP)		18. PHONE NUMBER	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
b						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
c						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
d						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
PART IV - STATEMENT OF INJURED PARTY OR WITNESS						
19.						
PART V - FRIENDS OF OAKRIDGE ESTATE FILING REPORT						
20. NAME AND POSITION			SIGNATURE		DATE	

Exhibit C Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Friends of Oakridge Date: 02/10/2014

Agreement/Reference: Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18850 Devonshire St. Northridge, CA 91324
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
<input type="checkbox"/> Crime Insurance	

Other: 1) In the absence of imposed auto liability requirements, all vehicles used during the course of this agreement must adhere to the financial responsibility laws of the State of California.
2) If the Friends of Oakridge has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage,

whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for

single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE CITY OF LOS ANGELES
 ACTING BY AND THROUGH
 THE BOARD OF RECREATION AND PARK COMMISSIONERS
 AND
 FRIENDS OF OAKRIDGE
 ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP
 TO RESTORE, PRESERVE, AND SUPPORT THE OAKRIDGE RESIDENCE
 AND ITS HISTORICAL SIGNIFICANCE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this 3rd day of September, 2014, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS OF OAKRIDGE, a California 501(c)(3) nonprofit public benefit corporation, (hereinafter "FRIENDS"). CITY and FRIENDS may be referred to collectively herein as "PARTIES".

- A. Through its Department of Recreation and Parks (RAP), the CITY owns and operates the Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, California, 91324 ("OAKRIDGE"), with grounds of approximately 9.47 acres of land including a two-story, 6,000 square-foot Tudor style house, as described by the site plan and incorporated herein by reference as Exhibit-A.
- B. FRIENDS is incorporated as a California 501(c)(3) nonprofit public benefit corporation whose mission is to restore, preserve, and support OAKRIDGE and its historical significance.
- C. FRIENDS is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FRIENDS are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FRIENDS' Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FRIENDS, with respect to fundraising for, and the preservation and restoration of OAKRIDGE.

CITY and FRIENDS hereby agree and understand as follows:

1. Fundraising.

- a. Authority to Raise Funds. FRIENDS is authorized to raise funds for OAKRIDGE. All funds raised for OAKRIDGE shall be used exclusively for the preservation, maintenance, restoration, activities or other related purposes in support of OAKRIDGE.

- b. **Fundraising at OAKRIDGE.** Except for CITY's own fundraising, activities, and events, FRIENDS shall be the only organization authorized to conduct fundraising activities at OAKRIDGE.
 - c. **Donor Recognition.** Subject to approval by RAP, FRIENDS is authorized to provide recognition to donors consistent with naming and donor recognition policies approved by the Board of Recreation and Parks Commissioners ("BOARD") (Reports No. 13-160, "Sponsorship Recognition Policy and Guidelines" and 13-161, "Naming Policy Procedures and Guidelines"). FRIENDS may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with a Gift Agreement, subject to review by RAP and BOARD approval.
 - d. **Gift Agreements.** Gifts of facilities, equipment, materials, funds, or services to CITY for OAKRIDGE by FRIENDS are subject to negotiated Gift Agreements executed by and between CITY and FRIENDS and/or a third party contributor, approved by the BOARD, the City Attorney, the Mayor, and City Council as required. Loans of equipment, materials, or artifacts will also require written agreements approved in writing by the BOARD, City Attorney, Mayor, and City Council as required.
 - e. **Right of Entry Permits.** Provision of services consisting of events, and or the implementation of improvements at OAKRIDGE maybe subject to issuance of a Right of Entry Permit ("ROE") by RAP, to be determined on a case by case basis. The terms and conditions of an ROE will include a description of the activities to occur, the process involved, and details for the permittee to access OAKRIDGE, inspect and acceptance for permitted uses, as applicable.
2. **Term.** The term of this Memorandum of Understanding shall become effective on the date of execution by all Parties and shall remain in effect for one (1) year from the date of execution. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend but are not obligated to negotiate and execute a subsequent agreement that includes additional roles and responsibilities with respect to OAKRIDGE.
3. **Office Space.** Depending on space available, CITY will provide within OAKRIDGE's house an administrative area for FRIENDS' staff or volunteers at no cost to FRIENDS. CITY will provide utility services for the space. FRIENDS will provide any furniture, equipment, supplies and telephone and data necessary for use of the area.
4. **Use of OAKRIDGE by FRIENDS.** CITY and FRIENDS agree that use of various areas and facilities of OAKRIDGE are necessary and appropriate within the scope of FRIENDS' mission.
- a. **Meetings.** FRIENDS is authorized no-charge use of the grounds and kitchen in the house to conduct meetings in furtherance of FRIENDS' purposes.
 - b. **FRIENDS Activities.** FRIENDS is authorized no-charge use of the grounds and facilities at OAKRIDGE to conduct FRIENDS' activities, including but not limited to cultivation events,

tours, fundraising activities, and educational events, subject to prior approval by RAP, in support of FRIENDS' specific purposes. Out-of-pocket expenses such as, but not limited to, staff, rental fees, supplies, and catering expenses shall be paid by FRIENDS.

- c. **Other Activities.** Use of any portion of the grounds or facilities at OAKRIDGE by any others except CITY and FRIENDS, shall be subject to a Use Permit issued by RAP, Rental Policy and Schedule of Rates and Fees approved by the BOARD, which will be developed in the future.

5. **Indemnification.** Each PARTY agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this MOU.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

6. **Insurance.** FRIENDS shall be fully insured, and as a requirement of this MOU, FRIENDS shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R attached hereto and incorporated herein reference as Exhibit B. FRIENDS shall maintain during the TERM of this MOU evidence of insurance acceptable to the CAO Risk Manager and shall obtain approval of such insurance prior to FRIENDS' performance under this MOU and in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit-B and incorporated herein by reference.

7. **Intellectual Property.** The arrangements between the PARTIES with respect to intellectual property rights will be set out in license agreements negotiated and executed by and between PARTIES, approved in writing by the BOARD, City Attorney, Mayor, and City Council as required. This MOU shall not supersede the terms of any existing or future executed license agreements.

8. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this MOU, the use or promotion of OAKRIDGE, the acquisition of any real property, or construction of any improvements at OAKRIDGE, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of OAKRIDGE. Further, any press release, public announcement, marketing materials, or brochures prepared by either PARTY, shall appropriately acknowledge the contributions of both PARTIES. To the extent stipulated in any grant agreement, PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any

document, written report, or brochure prepared by either PARTY, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

FRIENDS agrees that any public release or distribution of information related to this MOU or related projects, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles Department of Recreation and Parks”

9. Signage. No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP. CITY may require removal or refurbishment, at FRIENDS' expense, of any sign previously approved. Requirements for signage shall be stipulated in a separate project permit or agreement if applicable, in accordance with CITY policies.

10. Internet Cross Promotion and Use of Marks. CITY shall cooperate with FRIENDS in reasonably maintaining or providing links to FRIENDS' Internet sites on the pages dedicated by CITY to OAKRIDGE and FRIENDS shall cooperate with CITY in reasonably maintaining or providing links to CITY and OAKRIDGE Internet sites. Otherwise, neither party shall use the other's trademarks, trade-names or logos (each, a "MARK") without the prior written approval of FRIENDS or RAP, respectively. Each MARK shall remain the sole and exclusive intellectual property of the respective party.

11. No Joint Venture or Agency Relationship. Nothing herein contained shall be construed to place the PARTIES to this MOU in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. FRIENDS shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FRIENDS represent itself to be an agent of the CITY or any of its departments. Nothing in this MOU may be construed to have authorized or vested in FRIENDS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

11. CITY Priorities. RAP will provide FRIENDS, from time to time, with information on OAKRIDGE's needs in terms of funding, support, or programming, which the Board of Directors of FRIENDS shall take into account in determining the use of FRIENDS' assets.

12. Financial Statements. Annual financial statements or financial status reports for FRIENDS will be provided to RAP at the end of FRIENDS' fiscal year.

13. Disposition of Assets Upon Liquidation. FRIENDS' Articles of Incorporation provide that upon liquidation its net assets will be transferred to another California non-profit public benefit corporation with similar purposes.

14. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:

Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit B.

[SIGNATURE PAGE TO FOLLOW]

This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

FRIENDS OF OAKRIDGE, a 501(c)(3) California non-profit corporation

By: *Sylvia Pabauer*
President

By: *Steph Hain*

By: *Latorya D. Hill*
Secretary

Title: *President*

Date: *9/3/14*

By: *David Kesson*

Title: *Secretary*

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

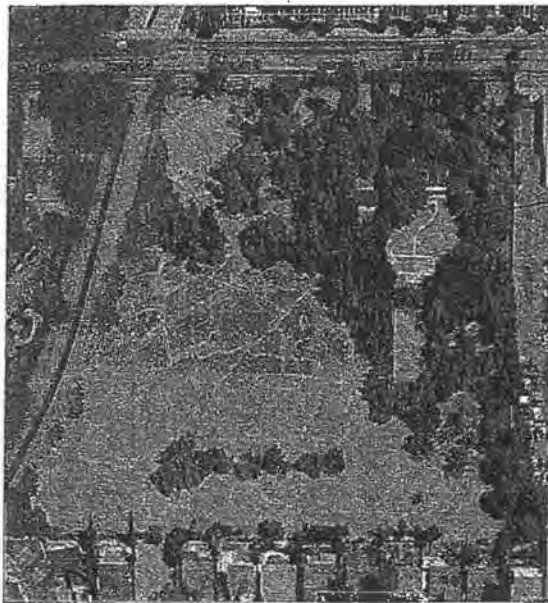
Date: *8/27/2014*

By: *[Signature]*
Deputy City Attorney

Date: *September 3, 2014*

Exhibit A
Site Map

Delineated below, the Oakridge Residence is located at 18650 Devonshire Street, Northridge, CA 91324, and includes a two-story Tudor home, pool, and tennis courts within approximately 10 acres of land.



18650 Devonshire St,
Northridge, CA

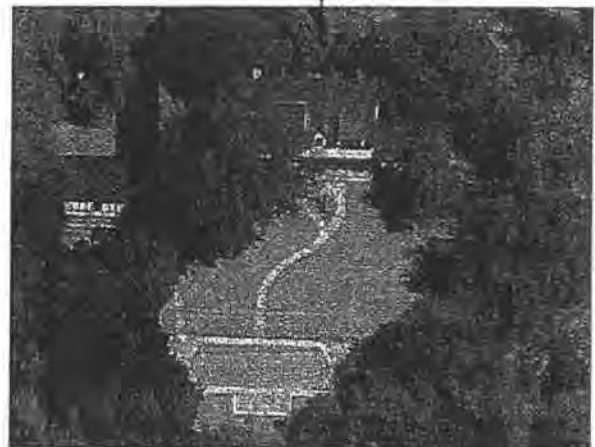


Exhibit B
Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Friends of Oakridge Date: 02/10/2014

Agreement/Reference: Oakridge Residence, Los Angeles Historical-Cultural Monument No. 424, located at 18550 Devonshire St Northridge, CA 91324
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: 1) In the absence of imposed auto liability requirements, all vehicles used during the course of this agreement must adhere to the financial responsibility laws of the State of California.
2) If the Friends of Oakridge has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is

the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the

state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
AND
FRIENDS OF OAKRIDGE
FOR A TERM EXTENSION OF ONE YEAR

WITNESSETH

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO the MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") establishing the roles, responsibilities, and relationship between the Department of Recreation and Parks ("RAP") and the Friends of Oakridge (hereinafter, "FRIENDS"), to restore, preserve, and support the Oakridge Residence, is made and entered into this 2nd day of SEPTEMBER, 2015, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS, a California 501(c)(3) nonprofit public benefit corporation. CITY and FRIENDS may be referred to collectively herein as "PARTIES".

WHEREAS, through RAP, CITY owns and operates the Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, California, 91324 (hereinafter, "OAKRIDGE"), with grounds of approximately 9.47 acres, including a two-story, 6,000 square-foot Tudor style residence; and,

WHEREAS, FRIENDS was incorporated as a California 501(c)(3) nonprofit public benefit corporation, whose mission is to restore, preserve, and support OAKRIDGE and its historical significance, is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FRIENDS are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FRIENDS' Bylaws; and,

WHEREAS, on September 2, 2014, the MOU was executed with a term of one (1) year, establishing the respective roles, responsibilities, and financial relationship between CITY and FRIENDS, primarily with respect to fundraising for, and the preservation and restoration of, OAKRIDGE; and,

WHEREAS, said MOU is due to expire on September 2, 2015, and on July 6, 2015, FRIENDS requested an extension of the MOU Term, and RAP subsequently agreed to a Term extension of one (1) year, to allow RAP and FRIENDS time to evaluate FRIENDS' performance during the original MOU Term and develop additional and enhanced provisions for preparation of a new, second MOU, stipulating the terms and conditions under which FRIENDS would continue to support the needs of OAKRIDGE, including its historical significance.

THEREFORE, CITY and FRIENDS hereby agree to amend the MOU as follows:

Section 2. Term, is amended as follows:

2. Term. The term of this Memorandum of Understanding shall expire on September 2, 2016. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend but are not obligated to negotiate and execute a subsequent agreement that includes additional roles and responsibilities with respect to OAKRIDGE.

Section 15. Ratification, is added to the MOU as follows:

15. Ratification. At the request of RAP, and because of the need therefore, FRIENDS began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service(s) subject to all the terms, covenants, and conditions of this MOU, and ratifies this MOU with FRIENDS for such services.

Except as noted above in Section 2 and the addition of Section 15, all other terms and conditions of the MOU shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

FRIENDS OF OAKRIDGE, a 501(c)(3) California non-profit, public benefit corporation

By: [Signature]
President

By: [Signature]

By: [Signature]
Secretary

Title: [Signature]

Date: 09/02/2015

By: [Signature]

APPROVED AS TO FORM:
MICHAEL M. HERRIN, City Attorney

Title: [Signature]

By: [Signature]
City Attorney

Date: 09/02/2015

Date: September 9, 2015