

BOARD OF COMMISSIONERS

**RENATA SIMRIL**  
PRESIDENT

**LUIS SANCHEZ**  
VICE PRESIDENT

**TAFARAI BAYNE**  
**MARIE LLOYD**

**TAKISHA SARDIN**  
BOARD SECRETARY  
(213) 202-2640



**KAREN BASS**  
MAYOR

**JIMMY KIM**  
GENERAL MANAGER

**MATTHEW RUDNICK**  
EXECUTIVE OFFICER

**CATHIE SANTO DOMINGO**  
ASSISTANT GENERAL MANAGER

**BRENDA AGUIRRE**  
ASSISTANT GENERAL MANAGER

**CHINYERE STONEHAM**  
ASSISTANT GENERAL MANAGER

(213) 202-2633

December 18, 2025

Honorable City Council  
City of Los Angeles  
c/o: Office of the City Clerk  
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Oakridge Residence – Memorandum of Understanding between City of Los Angeles and Friends of Oakridge for the restoration and preservation of the Oakridge Residence; Categorical Exemption from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, Repair, Maintenance, Permitting, Leasing, Licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines.

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council authorize the Department of Recreation and Parks (RAP) to Approve a proposed five-year Memorandum of Understanding (MOU), with one five-year option to extend at the discretion of RAP's General Manager, between RAP and Friends of Oakridge (Organization) in support of the restoration and preservation of the Oakridge Estate Residence (Residence) located at 18650 Devonshire Street, Northridge, CA 91324, in substantially the form attached hereto as Attachment 1.

Background:

RAP owns the Oakridge Residence (Premises) located at 18650 Devonshire Street, Northridge 91324, a 9.47-acre historical site that includes a two-story, 6,000 square-foot Tudor style residential structure built in 1937, as well as surrounding grounds featuring an inoperable pool, tennis court, and pathways (collectively, "Residence"), which were formerly a part of the "Oakridge Estate" (Estate) acquired by the City of Los Angeles in 2009 from the University of Southern California (USC) through the leadership of former, Councilmember Greig Smith of Council District 12 (CD-12). The initial construction of the Estate was a collaboration between architect Paul R. Williams and Barbara Stanwyck, one of the highest paid actresses in the Hollywood film industry at the time. The Estate was co-owned with Zeppo and Marion Marx until it was purchased by Jack Oakie in 1941, at which time the property was renamed "Oakridge". The Residence is now one of



the few remaining traces of the San Fernando Valley's popularity as a rural getaway during the golden age of Hollywood. The site was designated as Los Angeles Historical-Cultural Monument No. 484 in March 1990. After its acquisition by the City in 2009 for purposes of developing the Estate into a public park, RAP divided The Estate into two separate park sites, the Residence and adjacent parkland. In 2018 RAP opened Oakridge Estate Park (Park) on the parkland next to the Residence. The Residence is currently closed to the general public, as it is still in the process of being restored and developed as a future historical site and event venue. However, private docent-led tours scheduled in advance with the Organization are ongoing in coordination with RAP and CD-12. The Park is open to the public and consists of passive recreation open space with picnic areas, walking paths, a small children's play area, and parking lot.

The Board previously approved a one-year Memorandum of Understanding (MOU No. 3761) with the Organization, defining the respective roles, responsibilities, and financial relationship between the City and the Organization with respect to fundraising for, and the preservation and restoration of, the Oakridge Residence. MOU No. 3761 was executed on December 16, 2016; it is included herein as Attachment 2. The Board subsequently approved a First Amendment to MOU No. 3761 for a term extension of one year; this amendment was executed on February 15, 2019, and it is included herein as Attachment 3. A Second Amendment to MOU No. 3761 was executed on July 6, 2020 for an additional three-year term; this amendment is included herein as Attachment 4. Upon the expiration of the Second Amendment, RAP issued a temporary, revocable Right-of-Entry permit, which is set to expire on March 4, 2026; this permit is included herein as Attachment 5.

The Organization and RAP have mutually agreed to extend their collaboration through the proposed MOU for a period of five years with an option to extend for an additional five years at the discretion of RAP's General Manager or designee.

#### Environmental Impact:

The proposed Project consists of permitting, leasing, licensing, of existing public facilities, involving negligible or no expansion of existing or former use.

According to the parcel profile report retrieved on October 16, 2024, this area is not within a liquefaction, coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of October 16, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They list RB Case # 1059 and RB Case # 913240770 near the Project area (within 1,000 feet). The first is a former cleaner. The Los Angeles Regional Water Quality Control Board (RWQCB) inspected the site and closed the case in May 2006. The second is a leaking underground storage tank. The Los Angeles RWQCB oversaw the remediation and closed the case in 1997. According to the Caltrans Scenic Highway Map, there is no scenic highway located within or adjacent to the Project or site. Furthermore, the proposed Project involves the Oakridge Estate, a City of Los Angeles Historic Cultural Monument (HCM #484). Any outdoor or indoor alteration that may take place

Honorable Members City Council

December 18, 2025

Page 3 of 3

under this MOU would conform to the existing Final Historic Treatment Plan for the Oakridge Estate, completed by the Department of Recreation and Parks in March 2022.

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as to Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

Fiscal Impact Statement:

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

If you have any questions with regard to this matter, please contact Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and Joel Alvarez, Senior Management Analyst II, Partnership Section, at (213) 202-5671.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

A handwritten signature in blue ink that reads "Takisha Sardin". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

TAKISHA SARDIN  
Commission Executive Assistant II

Attachments: Board Report No. 25-223

cc: Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and  
Joel Alvarez, Senior Management Analyst II, Partnership Section

# APPROVED

Dec 18 2025

## BOARD REPORT

## BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 25-223

DATE December 18, 2025

C.D. 12

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OAKRIDGE RESIDENCE – MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LOS ANGELES AND FRIENDS OF OAKRIDGE FOR THE RESTORATION AND PRESERVATION OF THE OAKRIDGE RESIDENCE; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

* B. Aguirre <u>BA</u>	M. Rudnick _____
C. Stoneham _____	C. Santo Domingo _____
B. Jones _____	N. Williams _____

  
 \_\_\_\_\_  
 General Manager

Approved   X        Disapproved \_\_\_\_\_      Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve a proposed five-year Memorandum of Understanding (MOU), with one five-year option to extend at the discretion of RAP’s General Manager, between RAP and Friends of Oakridge (Organization) in support of the restoration and preservation of the Oakridge Estate Residence (Residence) located at 18650 Devonshire Street, Northridge, CA 91324, in substantially the form attached hereto as Attachment 1 and subject to approval of the City Council and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed MOU to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the MOU subsequent to all necessary approvals;
4. Determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor’s Office of Land Use and Climate innovation;

## BOARD REPORT

PG. 2 NO. 25-223

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
6. Authorize RAP staff to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed MOU.

### SUMMARY

RAP owns the Oakridge Residence (Premises) located at 18650 Devonshire Street, Northridge 91324, a 9.47-acre historical site that includes a two-story, 6,000 square-foot Tudor style residential structure built in 1937, as well as surrounding grounds featuring an inoperable pool, tennis court, and pathways (collectively, "Residence"), which were formerly a part of the "Oakridge Estate" (Estate) acquired by the City of Los Angeles in 2009 from the University of Southern California (USC) through the leadership of former, Councilmember Greig Smith of Council District 12 (CD-12). The initial construction of the Estate was a collaboration between architect Paul R. Williams and Barbara Stanwyck, one of the highest paid actresses in the Hollywood film industry at the time. The Estate was co-owned with Zeppo and Marion Marx until it was purchased by Jack Oakie in 1941, at which time the property was renamed "Oakridge". The Residence is now one of the few remaining traces of the San Fernando Valley's popularity as a rural getaway during the golden age of Hollywood. The site was designated as Los Angeles Historical-Cultural Monument No. 484 in March 1990. After its acquisition by the City in 2009 for purposes of developing the Estate into a public park, RAP divided The Estate into two separate park sites, the Residence and adjacent parkland. In 2018 RAP opened Oakridge Estate Park (Park) on the parkland next to the Residence. The Residence is currently closed to the general public, as it is still in the process of being restored and developed as a future historical site and event venue. However, private docent-led tours scheduled in advance with the Organization are ongoing in coordination with RAP and CD-12. The Park is open to the public and consists of passive recreation open space with picnic areas, walking paths, a small children's play area, and parking lot.

The Friends of Oakridge is a 501(c)(3) non-profit organization (Organization) established in 2014 to raise funds for the rehabilitation and preservation of the Oakridge Estate Residence and grounds in collaboration with RAP. Since its establishment, the Organization has hosted various indoor and outdoor events and programs to raise funds for the Residence, such as movie-nights, book signings, and docent-led tours. The Organization has also applied for public and private grants, which resulted in funding for roof, driveway, parking lot, and landscaping improvements. The Organization's Estate tours are 75 minutes long and cost \$15 per person with advance registration. All donations, grants, and other financial contributions go towards the continued restoration and preservation of the Residence.

The Board previously approved a one-year Memorandum of Understanding (MOU No. 3761) with the Organization, defining the respective roles, responsibilities, and financial relationship between the City and the Organization with respect to fundraising for, and the preservation and restoration of, the Oakridge Residence. MOU No. 3761 was executed on December 16, 2016; it is included herein as Attachment 2. The Board subsequently approved a First Amendment to MOU No. 3761 for a term extension of one year; this amendment was executed on February 15, 2019, and it is included herein

## BOARD REPORT

PG. 3 NO. 25-223

as Attachment 3. A Second Amendment to MOU No. 3761 was executed on July 6, 2020 for an additional three-year term; this amendment is included herein as Attachment 4. Upon the expiration of the Second Amendment, RAP issued a temporary, revocable Right-of-Entry permit, which is set to expire on March 4, 2026; this permit is included herein as Attachment 5.

The Organization has worked well with RAP over the years, and its activities have benefitted, among others, RAP, the Northridge community, Residence visitors, and Hollywood historians. In 2022, the Organization worked with CD-12 to acquire two Cadillacs (1951 and 1961 models) from the Los Angeles County Museum of Natural History; both were previously owned by Jack Oakie. Discussions among RAP, CD-12, and the Organization regarding the future use of the Cadillacs are ongoing, but a display at the Residence for one or both of the vehicles is one of the possibilities under consideration. The Organization's 2023 Annual Report to RAP reflected the following achievements:

- \$7,400.00 raised through programming and donations;
- \$6,000.00 secured through two grants;
- 276 visitors attending docent tours;
- 20 group tour visitors;
- 283 attendees at Department of Cultural Affairs-funded film events; and,
- 42 attendees at historian Foster Hirsch's book signing.

The Organization's fundraising efforts are conducted in coordination with RAP staff, which is currently developing a workplan based on departmental priorities. The Organization's outreach email list consists of 3,300 individual addresses; the Organization also has a private website dedicated to supporting the Residence and Park: <https://www.theoakridgeestate.org/>

Based on the positive results of the historical, informational guidance provided by the Organization coupled with its fundraising, community programming, and other support, RAPS staff recommend that the Board approve the proposed MOU so that RAP, the Northridge community, and various Residence visitors may continue to benefit from the Organization's contributions.

The Organization and RAP have mutually agreed to extend their collaboration through the proposed MOU for a period of five years with an option to extend for an additional five years at the discretion of RAP's General Manager or designee.

### TREES AND SHADE

The proposed MOU will not have any impact on existing trees or shade at the Premises.

### ENVIRONMENTAL IMPACT

The proposed Project consists of permitting, leasing, licensing, of existing public facilities, involving negligible or no expansion of existing or former use.

## BOARD REPORT

PG. 4 NO. 25-223

According to the parcel profile report retrieved on October 16, 2024, this area is not within a liquefaction, coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of October 16, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They list RB Case # 1059 and RB Case # 913240770 near the Project area (within 1,000 feet). The first is a former cleaner. The Los Angeles Regional Water Quality Control Board (RWQCB) inspected the site and closed the case in May 2006. The second is a leaking underground storage tank. The Los Angeles RWQCB oversaw the remediation and closed the case in 1997. According to the Caltrans Scenic Highway Map, there is no scenic highway located within or adjacent to the Project or site. Furthermore, the proposed Project involves the Oakridge Estate, a City of Los Angeles Historic Cultural Monument (HCM #484). Any outdoor or indoor alteration that may take place under this MOU would conform to the existing Final Historic Treatment Plan for the Oakridge Estate, completed by the Department of Recreation and Parks in March 2022.

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as to Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

### FISCAL IMPACT STATEMENT:

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

This Report was prepared by Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and Joel Alvarez, Senior Management Analyst II, Partnership Section.

### List of Attachments:

1. Proposed MOU and Exhibits
2. MOU No. 3761
3. First Amendment to MOU No. 3761
4. Second Amendment to MOU No. 3761
5. PD-ROE-181

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF LOS ANGELES  
AND  
FRIENDS OF OAKRIDGE  
FOR THE SUPPORT OF  
THE OAKRIDGE RESIDENCE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of \_\_\_\_\_, 2025, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Friends of Oakridge, a California 501(c)(3) nonprofit public benefit corporation (“ORGANIZATION”), for the continued restoration and preservation of the Oakridge Residence (“PREMISES”). CITY and ORGANIZATION may be referred to herein individually as “PARTY” and/or collectively as “PARTIES.”

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns the Oakridge Residence, designated as Los Angeles Historical-Cultural Monument No. 484, and located at 18650 Devonshire Street, Northridge, CA 91324. The PREMISES is approximately 9.47 acres and includes 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; and,

WHEREAS, ORGANIZATION’s mission is to restore the unique historical significance of the PREMISES through preservation, development, maintenance, education and promotion, in participation with RAP; and,

WHEREAS, ORGANIZATION is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of ORGANIZATION 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 ORGANIZATION’s Bylaws; and,

WHEREAS, the responsibilities, roles and financial relationship between CITY and ORGANIZATION have been established, and ORGANIZATION has contributed towards the restoration and preservation of the PREMISES in accordance with the terms and conditions set forth in 2016, in which an MOU was approved by the Board of Recreation and Park Commissioners for such purposes (BR 16-167), over a one-year term with an option to renew for one (1) additional year; and,

WHEREAS, the MOU was executed on December 16, 2016, and the option to renew the MOU for one additional year was exercised in November 2017 by mutual agreement of the PARTIES; and,

WHEREAS, a First Amendment to the MOU was approved by the BOARD upon the expiration of the MOU, and executed on February 15, 2019 for an additional one (1) year term; and,

WHEREAS, a Second Amendment to the MOU was executed on July 6, 2020 for an additional five (5) year term which has since expired on December 15, 2024; and,

WHEREAS, ORGANIZATION is currently operating under a Right of Entry Permit (PD-ROE-181); and,

WHEREAS, PARTIES agree that it is in the best interest of ORGANIZATION and CITY to continue their collaboration under the terms and conditions of this MOU for continued support from the ORGANIZATION towards the restoration and preservation of the PREMISES for the benefit of RAP and community members; and,

WHEREAS, pursuant to the terms and conditions of this MOU, CITY desires to continue arrangements with ORGANIZATION for the restoration and preservation of the PREMISES through the ORGANIZATION's provision of historical information and guidance, fundraising, and public programming, as more fully set forth in this MOU for a term of five (5) years, with one five (5) year option to extend at the discretion of the RAP General Manager; and,

WHEREAS CITY, through its BOARD, has approved this MOU at the RAP Board meeting held on \_\_\_\_\_ **date** (Board Report No. **XX-XXX**), allowing for operation of the PREMISES in accordance with the terms and conditions of this MOU.

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

- 1. Use of PREMISES.** CITY grants to ORGANIZATION, by way of this MOU, access to and use of the PREMISES as set forth below in Section 4 (Access to PREMISES), which shall be performed by ORGANIZATION in accordance with the terms and conditions of this MOU, and coordinated through RAP's Valley Region Recreation and Maintenance Divisions through the RAP representatives listed herein under Sections 20 and 21. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for ORGANIZATION's activities at the PREMISES, and if such is requested by ORGANIZATION and agreed to by RAP, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such resources, in accordance with RAP Standard Schedule of Rates and Fees, permitting requirements, and/or cost recovery reimbursement fees.
- 2. CITY Priorities.** RAP has developed a Historic Structure Report for the Oakridge Estate (2012) and a Final Treatment Plan for the Oakridge Estate (2022). Should additional documentation be necessary for the restoration and preservation of the PREMISES, RAP shall provide ORGANIZATION with this information, which specifies RAP's needs in terms of funding, support, or programming, which the ORGANIZATION's Board of Directors shall take into account in determining the use of ORGANIZATION's assets and/or future fundraising campaigns and related activities. Additionally, should major construction or refurbishments be conducted on the interior or exterior of the residential structure or exterior grounds on the

PREMISES, RAP has the right to revise the TERM and applicable sections of this MOU.

**3. TERM and Termination.** The term of this MOU (“TERM”) shall be five (5) years, with one five (5) year option to extend at the discretion of the RAP General Manager, from the COMMENCEMENT DATE.

- a. Commencement and Expiration. This MOU shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after ninety (90) calendar days from the date of issuance due to a termination for cause (including any breach or default of the provisions of this MOU) during the TERM; or, (ii) the date that ORGANIZATION ceases to operate on the PREMISES; or, (iii) ORGANIZATION implements the general termination provision described herein.
- b. Termination. In addition to the CITY’s right to terminate this MOU for an uncured breach or default as set forth in Sections 18 and 19, CITY and ORGANIZATION may terminate this MOU upon written notice of termination given to the other PARTY no less than ninety (90) days prior to the date of termination. Further, CITY may immediately terminate this MOU in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this MOU at their sole discretion for convenience, emergency, or necessity.

If CITY or ORGANIZATION should elect to terminate this MOU, ORGANIZATION agrees to immediately cease all operations and other activity, and remove all personal property and equipment owned by ORGANIZATION within ninety (90) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within ninety (90) calendar days after termination of this MOU, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. Ceases to Operate. The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION’s corporate charter or grant of non-profit status, unless the same is reinstated within ninety (90) calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for the uses authorized under this MOU, or (v) any other default of the terms and conditions or other obligations contained in this MOU, for a consecutive period of ninety (90) calendar days; unless prevented from doing so because of damage, destruction, major repairs

or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this MOU shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

- 4. Access to PREMISES.** ORGANIZATION and any authorized third-party associated with ORGANIZATION's activities on the PREMISES shall abide by the terms and conditions expressed in this MOU, and shall cooperate fully with CITY and its employees in the performance of their duties. Any third-party participation on the PREMISES shall be supervised by ORGANIZATION at all times while such third-party is present on the PREMISES, and RAP representatives (RAP Representatives listed herein under Sections 20 and 21 (Primary Contacts) shall be made aware of such third-party activities.

CITY and ORGANIZATION agree that use of various areas and facilities of PREMISES are necessary and appropriate within the scope of ORGANIZATION's mission. Additionally, CITY shall allow ORGANIZATION to store a pre-fabricated storage unit inside one of ORGANIZATION's garage bays, subject to advance review and approval by RAP in accordance with Section 20 of this MOU.

Access to the PREMISES is to be coordinated through the RAP Representatives in Section 21 pursuant to a pre-established schedule between PARTIES, but no less than fourteen (14) days in advance of the requested access, and on occasion a case-by-case basis. Following RAP's approval of the requested access and notification to the Office of Council District 12 (CD12) of said approval, the keys to the PREMISES must be obtained from the Director in Charge or their designee at Northridge Recreation Center located at 18300 Lemarsh Street, Northridge, CA 91342 (NORTHRIDGE RC) no more than three (3) days before the scheduled tour or event, unless other arrangements are made or suggested by the Director in Charge of NORTHRIDGE RC. Upon the end of the tour or event, ORGANIZATION must return said keys to NORTHRIDGE RC within forty-eight (48) hours if the event is on a weekday, or by the end of the following Wednesday if the event is on a Friday, Saturday, or Sunday. If the keys are not able to be returned within this timeframe, the ORGANIZATION shall notify NORTHRIDGE RC of the delay, and when they will return them. Contact information for NORTHRIDGE RC is included in Section 21 (Primary PREMISES Contacts).

Pickup and Return of keys may occur on the following days and times:

Pickup: Thursday and Friday 9:00 AM - 5:00 PM

Return: Monday - Wednesday 9:00 PM - 5:00 PM

PARTIES agree that CITY shall be allowed access to, and use of any portion of the PREMISES in case of a natural disaster or emergency such as without limitation an earthquake or fire as a designated public emergency shelter site or showering facility for the homeless. Such use shall take precedence over regularly scheduled

ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay the CRRF to the CITY shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

ORGANIZATION may utilize the PREMISES for the following uses:

- a. **Meetings:** ORGANIZATION is authorized no-charge use of the PREMISES to conduct meetings in the furtherance of ORGANIZATION's mission.
- b. **Events and Activities:** ORGANIZATION is authorized no-charge use of the PREMISES to conduct ORGANIZATION's 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 ORGANIZATION's specific purposes. Out-of-pocket expenses including but not limited to, staff costs, rental fees, supply costs, and catering expenses shall be paid for by ORGANIZATION.
  - i. ORGANIZATION may conduct up to four public tours a month on a Saturday and/or Sunday, depending on demand, concluding activities by 5:00 p.m. (between the hours of 7:00 a.m. - 5:00 p.m.).
  - ii. ORGANIZATION shall request authorization from RAP for such events or activities by providing RAP with a two (2) week advance request notice for scheduled access, to the RAP Contacts listed in Sections 20 and 21 for the proposed event or activity.
  - iii. Should ORGANIZATION wish to conduct other events or activities to occur beyond said hours above or requiring use of the exterior grounds, such as for a special event requiring additional coordination, a four (4) week advance notice to the RAP Contacts listed in Sections 20 and 21 is required for approval of the event or activity.
  - iv. Requests for tours or events/activities should include a short description of the event, number of guests anticipated, and parking plan.
  - v. CITY will provide ORGANIZATION up to twenty (20) chairs and two (2) tables for such events/activities. ORGANIZATION 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. ORGANIZATION shall be responsible for the security of such tables and chairs subject to replacement at the expense of ORGANIZATION if lost or damaged.
  - vi. It is understood that ORGANIZATION may incur RAP Maintenance Staff Overtime Costs contingent upon the day, time, and resources available for ORGANIZATION's needs. ORGANIZATION shall be responsible for making reimbursement payments to RAP should Overtime Costs or any other costs be incurred by RAP. Such costs shall be determined at RAP's discretion as part of the event review and coordination process.
  - vii. 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. Program and event related parking shall utilize the existing gravel parking lot. Any alternative parking arrangements shall be subject to coordination with, and approval by, RAP Maintenance.

- c. **Other Activities:** Use of any portion of the grounds or facilities of the PREMISES by any others except CITY and those assisting or associated with ORGANIZATION, 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.** ORGANIZATION is aware that PREMISES 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 PREMISES during ORGANIZATION events and activities, subject further to direction by RAP.

The following conditions are understood and agreed to by ORGANIZATION:

- 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 ORGANIZATION and/or those associated with ORGANIZATION activities or events at PREMISES, must be immediately disposed of after use. ORGANIZATION is aware that RAP does not make routine trash pick-ups at PREMISES. ORGANIZATION 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 that occur during ORGANIZATION's use or operation of the PREMISES, ORGANIZATION will complete and submit the non-city employee accident form. A Non-Employee Accident Report (NEAR) and instructions are incorporated herein by reference as Exhibit B. For serious injuries, ORGANIZATION must immediately call 911.

ORGANIZATION shall correct violations of safety practices during its use of the PREMISES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Sections 20 and 21 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.

- 6. Requirements and Restrictions.** ORGANIZATION is authorized to use the PREMISES in accordance with the terms and conditions of this MOU, for the purposes described herein and subject to the following. ORGANIZATION shall:
- a. Access the PREMISES only during the specified days and hours for uses listed in Section 4 of this MOU.
  - b. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, including but not limited to health and safety ordinances, orders and guidelines, and background checks and fingerprinting for any paid staff participating in ORGANIZATION programs and activities at the PREMISES, throughout the TERM of this MOU. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements, and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
  - c. Be solely responsible for creating and enforcing protocols ensuring all persons participating in activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the purposes and uses of the PREMISES described herein, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
  - d. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation of ORGANIZATION's authorized activities at the PREMISES, as set forth in this MOU. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
  - e. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) on the PREMISES.
  - f. Ensure that no merchandise shall be sold or authorized to be sold on the PREMISES by ORGANIZATION or otherwise without the prior written consent of the RAP General Manager or designee.
  - g. Provide access to the PREMISES to the general public and charge a nominal fee for participation in programs or events at the PREMISES.

- h. Obtain any and all operating permits and/or licenses that may be required in connection with ORGANIZATION's activities at the PREMISES, including but not limited to tax permits, business licenses, health permits, certifications, etc.
- i. Assume responsibility for the actions of all third-party individuals and/or organizations on the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this MOU.
- j. Accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of the PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- k. ORGANIZATION programming and operations shall not conflict with the daily activities of RAP Staff on the PREMISES during the term of this MOU, and ORGANIZATION shall adhere to all current contract agreements that RAP has in place or will effectuate in the future.
- l. Commercial activities are not authorized by RAP and shall not be allowed to occur within the PREMISES or adjacent Oakridge Estate Park, unless written approval is provided in advance by the RAP General Manager or designee; and the Board of Recreation and Park Commissioners (if applicable).
- m. ORGANIZATION shall not sublet or issue any permit for use of the PREMISES to any third-party.

ORGANIZATION shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.

7. **Funding and Fundraising.** All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this MOU, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the restoration and preservation of the PREMISES as well as program-related operating expenses, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this MOU and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this MOU, CITY may and can terminate this MOU pursuant to a Breach and Default of this MOU.

ORGANIZATION shall coordinate with RAP for as-needed projects at the PREMISES. ORGANIZATION may hold fundraising activities on the PREMISES, but must obtain

prior written approval for the date and time from the RAP Representatives listed in Sections 20 and 21 for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. Should ORGANIZATION want to pursue specific projects, seek a grant or other resource for the PREMISES, ORGANIZATION shall submit their proposal to RAP for evaluation and approval. All monies raised from fundraising conducted on the PREMISES must be used only in support of the activities authorized under this MOU. Within thirty (30) days of each fundraising event held on the PREMISES, ORGANIZATION shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 6(e) of this MOU. ORGANIZATION shall cooperate with RAP personnel on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance, or closure of the host facility for as many as seven days per calendar year.

Annual Financial statements or financial status reports for ORGANIZATION's fundraising and other revenue generating activities shall be included in an Annual Report provided to RAP at the end of ORGANIZATION's fiscal year, which is January 1 - December 31 (due on or before January 31st of the following year).

**8. Maintenance and Repair of PREMISES.** During the TERM of this MOU, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PREMISES as described herein.

- a. RAP shall be responsible for the routine repair and maintenance of the PREMISES when not in use by ORGANIZATION.

Except as may be expressly provided in this MOU, in no event shall RAP be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this MOU.

- b. ORGANIZATION shall be responsible for the following while conducting ORGANIZATION's activities:
  - i. Maintain the PREMISES in a clean condition during and after ORGANIZATION activities, removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
  - ii. Pick up and dispose of trash and debris, whether by ORGANIZATION'S activity or activity of an ORGANIZATION contracted vendor; and
  - iii. Maintain the PREMISES while conducting ORGANIZATION activities in a manner that is consistent and in compliance with all Federal, State,

County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines and all fire safety standards, practices and regulations applicable to the PREMISES.

- c. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PREMISES.
- d. ORGANIZATION shall be responsible for securing the PREMISES and ORGANIZATION's equipment and materials on the PREMISES during and after ORGANIZATION's activities. CITY and/or RAP shall not be responsible for the security of the ORGANIZATION's personal property at any time, whether before, during, or after ORGANIZATION's activities, including but not limited to equipment, supplies, materials, vehicles, or personal items.
- e. ORGANIZATION shall immediately notify RAP of any damage to the PREMISES that occurs during ORGANIZATION's activities, by vandalism, or that is caused by ORGANIZATION's contractors or vendors. RAP shall determine at its discretion if such repair(s) shall be performed by RAP or ORGANIZATION. If ORGANIZATION is required to repair, or cause to be repaired, such repairs shall be performed by ORGANIZATION at no cost to RAP. In accordance with Section 8.f below, ORGANIZATION shall take immediate action to respond to any emergency or damage reasonably considered a risk to public safety in order to mitigate any further risk to public safety or the structural integrity of the PREMISES. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- f. ORGANIZATION shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. ORGANIZATION shall provide notification to RAP of any such needed repairs within forty-eight (48) hours from completion of the required work.

**9. Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP. ORGANIZATION shall provide RAP detailed information and specifications for review and written approval by the RAP Planning, Construction and Maintenance Branch, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Any indoor or outdoor alterations to the PREMISES should conform to the Historic Structure Report for the Oakridge Estate and Final Treatment Plan for the Oakridge Estate as mentioned above in

Section 2. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

**10. Insurance.** Before accessing and using the PREMISES under this MOU, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third-party providing work or services under this MOU shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third-party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit C attached hereto and incorporated herein by reference.

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this MOU. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this MOU, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management  
200 North Main Street, Room 1240, City Hall East  
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this MOU under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the MOU or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**11. Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU. This provision will survive expiration or termination of this MOU.

ORGANIZATION is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

**12. Casualty and Condemnation.** ORGANIZATION shall be excused from its obligations in this MOU including, without limitation, the operation of ORGANIZATION activities at the PREMISES and repair of any portion of the PREMISES or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this MOU shall terminate upon ORGANIZATION's receipt of such notice. If the PREMISES is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such taking, and this MOU shall terminate upon

ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

**13. Non-Discrimination.** ORGANIZATION shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 20, CITY shall have the right to terminate this MOU and to reenter and repossess said land and the facilities thereon and hold the same as if said MOU had never been executed.

**14. 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.

**15. Publicity.** Should there be the need, CITY and ORGANIZATION 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 of the PREMISES or construction of any improvements on the PREMISES in connection with this MOU, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PREMISES prior to implementation with respect to the ORGANIZATION's use of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION shall appropriately acknowledge the contributions of both PARTIES and shall be subject to prior approval by RAP before release. Further, PARTIES shall coordinate the scheduling 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 CITY or ORGANIZATION, in whole or in part, with respect to the use of the PREMISES shall contain any acknowledgements required under any grant agreement. ORGANIZATION shall coordinate all publicity activities with the RAP.

To the extent stipulated in any grant agreement, with respect to the use of the PREMISES in connection thereto, CITY and ORGANIZATION 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 representatives. Further, CITY and ORGANIZATION 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 CITY and ORGANIZATION, including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

**16. Signage.** No signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the RAP Board when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

**17. Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming on the PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of the PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted on the PREMISES.

**18. Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this MOU: ORGANIZATION materially fails in the performance of any provision or condition of this MOU, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. ORGANIZATION's attempt to assign rights or obligations under this MOU without CITY's prior written consent shall also constitute an event of breach or default.

**19. Breach or Default by ORGANIZATION – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this MOU, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this MOU without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this MOU, may, after a continuing breach or default by ORGANIZATION,

perform or cause to be performed any of ORGANIZATION's unperformed obligations under this MOU. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

**20. MOU Notices and Contacts.** Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or ORGANIZATION may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

ORGANIZATION: Friends of Oakridge  
c/o Dennis Zine, President  
P.O. Box 3973 Chatsworth, CA 91311  
info@theoakridgeestate.org  
(818) 739-0292

CITY: City of Los Angeles Department of Recreation and Parks  
Attn: Partnership Section  
221 N. Figueroa Street, Suite 180  
Los Angeles, CA 90012  
(213) 202-5600  
rap.partnerships@lacity.org

**21. Primary PREMISES Contacts.**

The following should be the primary contacts for day-to-day matters regarding the PREMISES:

**Contact for ORGANIZATION:**

Debra Farra, Treasurer  
Email: info@theoakridgeestate.org  
Phone: (818) 739-0292

**Contacts for RAP:**

Northridge Recreation Center  
18300 Lemarsh Street  
Northridge, CA 91342  
Phone: (818) 349-7341

Miranda McCord, Recreation Facility Director  
Email: miranda.mccord@lacity.org  
Phone: (213) 645-4121

Wayne Neal, Acting Superintendent of Maintenance Operations, North  
Email: wayne.neal@lacity.org  
Phone: (818) 756-8189

- 22. Representations and Warranties.** PARTIES each represent and warrant to the other that it has full power and authority to execute this MOU and to perform its obligations and requirements hereunder. This MOU constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.
- 23. 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. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION 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 ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- 24. Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
- 25. Approval of Sub-agreements.** The sale of merchandise, materials, supplies, or other products on park property is prohibited unless authorized by RAP. Any concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or sublease, transfer or assignment of rights agreement affecting the PREMISES shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sublease, transfer, or assignment of rights agreement. No such agreement shall take effect unless approved by CITY. ORGANIZATION shall require all subcontractors, individuals and entities providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this MOU.
- 26. Safe Practices.** ORGANIZATION shall correct violations of safety practices during its use of PREMISES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Sections 20 and 21 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.

**27. Hazardous Substances and Environmental Sensitivity.** PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used on the PREMISES. As used herein, “hazardous substances” shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third-party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PREMISES.

ORGANIZATION must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. ORGANIZATION shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

**28. Suspected Child Abuse.** ORGANIZATION OR ORGANIZATION’s parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Sections 20 and 21 within 24 hours after a report has been made.

**29. Force Majeure.** RAP and/or ORGANIZATION shall not be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party’s reasonable control, including without limitation, the following that frustrates the purpose of this MOU: (a) acts of God; (b) extreme weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect or after the date of this MOU; (f) national or regional emergency; (g) third-party litigation; (h) epidemics or pandemics; or (i) other similar events beyond the reasonable control of the Parties.

**30. Ratification.** At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and conditions of this MOU, and ratifies its MOU with ORGANIZATION for such services.

**31. Ordinances and Standard Provisions.** The “Standard Provisions for City Contracts (Rev. 1/25 [v.2])”; (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit D. If there is any conflicting language between the “Standard Provisions for City Contracts (Rev. 1/25 [v.2])” and this MOU, the language of this MOU shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For

purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

**32. Incorporation of Documents.** This MOU and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

EXHIBIT A: Site Map

EXHIBIT B: Non-Employee Accident Report (NEAR) Form

EXHIBIT C: Insurance Requirements and Instructions for Submission

EXHIBIT D: Standard Provisions for City Contracts (Rev. 1/25 [v.2])

In the event of any inconsistency between any of the provisions of this MOU and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 3) Exhibit C; and 4) Exhibit D.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY:**

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

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**ORGANIZATION:**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

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.



Below is the Oakridge Residence and surrounding grounds, as shown within the purple rectangle above.



## EXHIBIT B Non-Employee Accident Report (NEAR)

Form Gen. 87 (R. 4/09)	City of Los Angeles		
Orig. City Attorney m/s 140 Dup. Risk Manager m/s 625-24 Trip. Dept. Area Office or Division Head	<b>NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT</b>		
	Department Reporting Recreation and Parks		
<b>INSTRUCTIONS:</b> All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.			
<b>PART I – PERSONAL DATA</b>			
1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER
<b>PART II – ACCIDENT/INJURY</b>			
8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	
<b>PART III – WITNESSES</b>			
18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>PART IV – STATEMENT OF INJURED PARTY OR WITNESS</b>			
21.			
<b>PART V – EMPLOYEE FILING REPORT</b>			
22. NAME AND POSITION	23. SIGNATURE	24. DATE	

Print Form

## EXHIBIT C Insurance Requirements

Form Gen. 146 (Rev. 9/06)

### Required Insurance and Minimum Limits

Name: Friends of Oakridge Date: 02/19/2025

Agreement/Reference: Right of Entry - Fundraising

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
<hr/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of LA is required to be named as an additional insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
<hr/>	
____ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
____ <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period _____	
<hr/>	
____ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<hr/>	
____ <b>Pollution Liability</b>	_____
<input type="checkbox"/> _____	
<hr/>	
____ <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<hr/>	
____ <b>Crime Insurance</b>	_____
<hr/>	

Other: Sent to Priya Macwan @ RAP

1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

2) If a contractor 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 should 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 required method of submitting your documents. **KwikComply** 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 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (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.

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 **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.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 **KwikComply** at <https://kwikcomply.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](http://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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

**EXHIBIT D**  
**Standard Provisions for City Contracts (Rev. 1/25 [v.2])**

**TO BE ATTACHED SEPARATELY**

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>2</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor’s Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>
<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

##### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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

### Workers' Compensation (WC) and Employer's Liability (EL)

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

\_\_\_\_\_  
*Statutor*

✓

EL

### General Liability

Products/Completed Operations

Fire Legal Liability \_\_\_\_\_

Sexual Misconduct \_\_\_\_\_

### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Flood \_\_\_\_\_

Earthquake \_\_\_\_\_

Boiler and Machinery

Builder's Risk

\_\_\_\_\_

### Pollution Liability

\_\_\_\_\_

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

### Crime Insurance

Other: \_\_\_\_\_

BOARD OF RECREATION AND  
PARK COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

MELBA CULPEPPER  
PILAR DIAZ  
MISTY M. SANFORD

ARMANDO X. BENCOMO  
COMMISSION EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
RECREATION AND PARKS

EXECUTIVE OFFICE  
221 N. FIGUEROA STREET  
SUITE 350  
LOS ANGELES, CA 90012

(213) 202-2633

MICHAEL A. SHULL  
GENERAL MANAGER

December 20, 2016

Friends of Oakridge  
18637 Vintage Street  
Northridge, CA 91324

Attention: Steve Harris, President

Gentlepersons:

Enclosed is Memorandum of Understanding, executed on December 16, 2016, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization to establish roles, responsibilities, and relationship to restore, preserve, and support the Oakridge Residence and its historical significance.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

ARMANDO X. BENCOMO  
Commission Executive Assistant II

Enclosure

cc: City Controller (w/ enclosure)  
City Attorney (w/ enclosure)  
Joel Alvarez, Partnership Division (w/ enclosure)  
Departmental Chief Accountant (w/ enclosure)



**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 DECEMBER 16, 2016, 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: *Aylin Polanco*  
President

By: *Sty - Allen*

By: *Andi Polanco*  
Secretary

Title: *President*

Date: *12/14/2016*

By: *Nancy Klossner*

Title: *11/21/16 Secretary*

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney

Date: *11/21/16*

By: *Stephanie F...*  
Deputy City Attorney

Date: *Dec 16, 2016*

**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

<b>OAKRIDGE NON-CITY EMPLOYEE ACCIDENT OR ILLNESS REPORT</b>						
<b>INSTRUCTIONS:</b> 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.						
<b>PART I - PERSONAL DATA</b>						
1) NAME OF PERSON INJURED (LAST) (FIRST) (MIDDLE)			2) HOME ADDRESS (STREET) (CITY) (ZIP)		3) PHONE NUMBER	
			2) BUSINESS ADDRESS (STREET) (CITY) (ZIP)		4) PHONE NUMBER	
4) SEX <input type="checkbox"/> M <input type="checkbox"/> F		5) DATE OF BIRTH		6) IF MPOB: NAME OF PARENT OR GUARDIAN		7) PHONE NUMBER
<b>PART II - ACCIDENT/INJURY</b>						
8) DATE		9) TIME		10) LOCATION OF PROPERTY INVOLVED OAKRIDGE ESTATE:		11) WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12) IF FIRST AID GIVEN BY (NAME)			13) ADDRESS		14) PHONE NUMBER	
15) PHYSICIAN/HOSPITAL INJURED TAKEN TO			16) ADDRESS		17) PHONE NUMBER	
18) NATURE OF SPECIFIC INJURY(S) (BE SPECIFIC)						
DESCRIBE ACCIDENT IN DETAIL (ATTACH ADDITIONAL SHEETS IF NECESSARY)						
<b>PART III - WITNESSES</b>						
19) NAME (LAST) (FIRST) (MIDDLE)			1) ADDRESS (STREET) (CITY) (ZIP)		2) PHONE NUMBER	3) CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
1)						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
2)						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
3)						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
4)						CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>PART IV - STATEMENT OF INJURED PARTY OR WITNESS</b>						
18)						
<b>PART V - FRIENDS OF OAKRIDGE ESTATE FILING REPORT</b>						
2) 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 18650 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"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	

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](mailto: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](http://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.

DEPARTMENT OF RECREATION  
AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

PILAR DIAZ  
JOSEPH HALPER

IRIS L. DAVIS  
BOARD SECRETARY (213) 202-2640

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

MICHAEL A. SHULL  
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.  
EXECUTIVE OFFICER &  
CHIEF OF STAFF

RAMON BARAJAS  
ASSISTANT GENERAL MANAGER

VICKI ISRAEL  
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ  
ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

February 20, 2019

The Friends Of Oakridge  
18650 Devonshire Street,  
Northridge, CA 91324

Attention: President

Gentlepersons:

Enclosed is the First Amendment to Memorandum of Understanding (MOU) between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization, executed on February 15, 2019, to revise certain timing of notice provisions and extend the term for one additional year, with remaining terms and conditions unchanged.

If you have any questions with regard to the MOU at this time, please contact Mr. Raymond Chang, Management Analyst, Partnership Division at (213) 202 - 5681.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

IRIS L. DAVIS  
Commission Executive Assistant II

Enclosures

- cc: City Controller (w/ enclosure)
- City Attorney (w/ enclosure)
- Departmental Chief Accountant (w/ enclosure)
- Raymond Chang, Management Analyst, Partnership Division (w/out enclosure)



FIRST AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE FRIENDS OF OAKRIDGE

THIS FIRST AMENDMENT ("Amendment") to that certain Memorandum of Understanding ("MOU") between the City of Los Angeles and Friends of Oakridge, a California 501(c)(3) nonprofit public corporation is made this 15<sup>th</sup> of February, 2019, by and between the City Of Los Angeles, acting by and through its Board of Recreation and Park Commissioners ("CITY") and Friends of Oakridge, a California 501(c)(3) non-profit public benefit corporation ("ORGANIZATION"). CITY and ORGANIZATION may be referred to collectively herein as "PARTIES."

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

WHEREAS, ORGANIZATION is a California 501(c)(3) nonprofit public benefit corporation whose mission is to restore, preserve, and support OAKRIDGE and its historical significance; and,

WHEREAS, on August 10, 2016, the Board of Recreation and Park Commissioners approved a Memorandum of Understanding between the CITY and ORGANIZATION ("MOU") for the preservation and restoration of the OAKRIDGE (Board Report No. 16-167), for a one-year term with an option to renew for one (1) additional year; and,

WHEREAS, the MOU was executed on December 16, 2016, and the option to renew the MOU for one additional year was exercised in November 2017 by mutual agreement of the PARTIES; and,

WHEREAS, the MOU is due to expire December 16, 2018, and ORGANIZATION has notified CITY that ORGANIZATION wishes to continue its collaboration with CITY; and,

WHEREAS, CITY's preservation and restoration efforts for OAKRIDGE have been aided by ORGANIZATION and CITY therefore desires to continue its collaboration with ORGANIZATION by extending the term of the MOU for one additional year such that the term of the MOU expires on December 16, 2019; and,

WHEREAS, both CITY and ORGANIZATION agree that the MOU be amended to give both parties adequate advance notice of certain events or activities at OAKRIDGE and to allow for advance scheduling of events and activities that may be held at OAKRIDGE; and,

WHEREAS, both CITY and ORGANIZATION have agreed that it is in the best interest of PARTIES and OAKRIDGE for ORGANIZATION activities to continue uninterrupted prior to and during the execution of this Amendment, in accordance with ratification provisions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend the MOU as follows:

1. Extension of Term

Section 2 of the MOU is hereby amended in its entirety and shall now read as follows in order to extend the term of the MOU by one year:

The term of this MOU ("TERM") shall be three (3) years, from December 16, 2016 to December 16, 2019. 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.

2. Use of OAKRIDGE by FRIENDS

(a) The first paragraph of Section 4.c (FRIENDS' Events and Activities) is hereby amended in its entirety and shall now read as follows in order to extend the time period for ORGANIZATION to make advance reservation requests to RAP for the scheduling of events and activities at OAKRIDGE:

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. FRIENDS may request such approval up to three (3) months in advance prior to the requested reservation date. Out-of-pocket expenses, including but not limited to staff costs, rental fees, supply costs, and catering expenses shall be paid by FRIENDS.

- (b) Section 4.c.iii is hereby amended in its entirety and shall now read as follows in order to establish a minimum time period for ORGANIZATION to make advance reservation requests to RAP for the scheduling of events and activities that will end at or prior to 2:00 pm, and allow RAP necessary time to coordinate and prepare for the requested event and/or activity at OAKRIDGE:

Should FRIENDS wish to conduct events or activities which end prior to 2:00 pm, such request for approval shall be made no more than three (3) months in advance, and no less than two (2) weeks in advance of the requested reservation date for the subject event or activity.

- (c) Section 4.c.iv is hereby amended in its entirety and shall now read as follows in order to establish a minimum time period for FRIENDS to make advance reservation request to RAP for the scheduling of events and activities that will end after 2:00 pm but not later than 10:00 pm, and allow RAP necessary time to coordinate and prepare for the requested event and/or activity at OAKRIDGE:

Should FRIENDS wish to conduct events or activities which end after 2:00 pm but not later than 10:00 pm, such request for approval shall be made no more than three (3) months in advance, and no less than four (4) weeks in advance of the requested reservation date for the subject event or activity.

### 3. Ratification

At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein and the MOU required prior to the execution of this Amendment. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of the MOU, and ratifies its understanding with the ORGANIZATION of such services.

With the exception of Section 2 and Section 4 as amended herein, the MOU shall remain unchanged by this Amendment and in full force and effect. Should any provision of the MOU conflict with this Amendment, the terms and conditions of this Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

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

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

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

By:   
President

By: 

By:   
Secretary

Title: President

Date: 2/6/19

By: 

Title: TREASURER

Date: 1/28/19

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By:  2/15/19  
Deputy City Attorney

Date: \_\_\_\_\_

DEPARTMENT OF RECREATION AND PARKS

City of Los Angeles  
California

MICHAEL A. SHULL  
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.  
EXECUTIVE OFFICER &  
CHIEF OF STAFF

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS  
PRESIDENT

LYNN ALVAREZ  
VICE PRESIDENT

TAFARAI BAYNE  
NICOLE CHASE  
JOSEPH HALPER

HAROLD ARRIVILLAGA  
BOARD SECRETARY  
(213) 202-2640



ERIC GARCETTI  
MAYOR

VICKI ISRAEL  
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ  
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO  
ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

July 7, 2020

Friends of Oakridge  
PO Box 3973  
Chatsworth, CA 91313

Attention: Dan Huffman

Gentlepersons:

Attached is the Second Amendment to the Memorandum of Understanding (MOU), executed on July 6, 2020, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization to extend the existing term of the MOU by five (5) additional years.

If you have any questions with regard to the MOU at this time, please contact the undersigned at (213) 202 - 2640.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

HAROLD ARRIVILLAGA  
Commission Executive Assistant II

Attachment

cc: City Controller  
City Attorney  
Departmental Chief Accountant  
Joel Alvarez, Senior Management Analyst II, Partnership Section



SECOND AMENDMENT  
TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
FRIENDS OF OAKRIDGE

WITNESSETH

THIS SECOND AMENDMENT (“Second Amendment”) to that certain Memorandum of Understanding (“MOU”) between the City of Los Angeles and Friends of Oakridge, a California 501(c)(3) nonprofit public benefit corporation, is made and entered into this 6th day of July, 20 20, by and between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners (“CITY”) and Friends of Oakridge, a California 501(c)(3) nonprofit public benefit corporation (“ORGANIZATION”). CITY and/or ORGANIZATION may be referred to individually herein as “PARTY” or collectively as “PARTIES”.

WHEREAS, through the Department of Recreation and Parks (“RAP”), CITY owns the Oakridge Residence, designated as Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, CA, 91324 (“OAKRIDGE”), with grounds of approximately 9.47 acres, including a two-story, 6,000 square-foot Tudor style residence; and,

WHEREAS, ORGANIZATION is a California 501(c)(3) nonprofit public benefit corporation, whose mission is to restore, preserve, and support OAKRIDGE and its historical significance; and,

WHEREAS, on December 16, 2016, the MOU was executed with a term of one (1) year with a subsequent one (1) year option to renew (“Option”), establishing the respective roles, responsibilities, and financial relationship between CITY and ORGANIZATION, primarily with respect to fundraising for, and the preservation and restoration of, OAKRIDGE; and,

WHEREAS, said MOU was due to expire on December 15, 2017; and,

WHEREAS, on November 4, 2017, RAP and ORGANIZATION exercised the Option to renew the MOU and extend the Term to December 16, 2018; and,

WHEREAS, the Board of Recreation and Park Commissioners (“BOARD”) approved a First Amendment to the MOU (“FIRST AMENDMENT”) on December 12, 2018 (Report No. 18-244), which was executed on February 15, 2019 and which established an MOU expiration date of December 16, 2019; and,

WHEREAS, PARTIES agree that it is in the best interest of OAKRIDGE and CITY for RAP and ORGANIZATION to continue their collaborative relationship under existing terms and conditions of the MOU for the restoration, preservation and improvement of OAKRIDGE for the benefit and enjoyment of Angelinos and visitors from out of state and abroad; and,

WHEREAS, PARTIES have agreed to extend the term of the MOU, as previously amended by the FIRST AMENDMENT, for five (5) additional years, which will result in the term of the MOU being eight (8) years.

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree that the MOU, as previously amended, is hereby further amended by this SECOND AMENDMENT effective December 15, 2019 as follows:

1. Extension of Term

Section 2 of the MOU is hereby amended in its entirety and shall now read as follows in quotation marks below:

Term. The term of this MOU ("TERM") shall become effective on the date of execution by the PARTIES and shall remain in effect for eight (8) years from the date of execution. The CITY and ORGANIZATION agree and understand that CITY and ORGANIZATION intend to, but are not obligated, to negotiate and execute a subsequent agreement at the end of the TERM of this MOU, should there be a need to include additional roles and responsibilities with respect to OAKRIDGE."

2. Except as amended in this SECOND AMENDMENT, all other terms and conditions of the MOU shall remain unchanged and in full force and effect.


**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT as of the day and year first above written to be made effective as of December 15, 2019.

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:   
President

By: 

By:   
Secretary

Title: President 7/9/20

Date: July 6, 2020

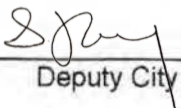
By: 

Title: Treasurer

Date: 7.6.20

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:   
Deputy City Attorney

Date: July 6, 2020

DEPARTMENT OF RECREATION  
AND PARKS

BOARD OF COMMISSIONERS

RENATA SIMRIL  
PRESIDENT

LUIS SANCHEZ  
VICE PRESIDENT

FIONA HUTTON  
MARIE LLOYD  
BENNY TRAN

TAKISHA SARDIN  
BOARD SECRETARY  
(213) 202-2640

City of Los Angeles  
California



KAREN BASS  
MAYOR

JIMMY KIM  
GENERAL MANAGER

MATTHEW RUDNICK  
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO  
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM  
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE  
ASSISTANT GENERAL MANAGER

(213) 202-2633

March 5, 2025

Friends of Oakridge  
c/o Dan Huffman, President  
P.O. Box 3973  
Chatsworth, CA 91311

**TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO THE FRIENDS OF OAKRIDGE FOR THEIR SUPPORT TOWARDS THE PRESERVATION AND RESTORATION OF THE OAKRIDGE ESTATE RESIDENCE: PERMIT NO. PD-ROE-181**

Dear Mr. Huffman:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-181 (PERMIT), to the Friends of Oakridge, a California 501(c)3 charitable organization, including staff, volunteers, and collaborators (collectively referred to herein as PERMITTEE), granting authorization for PERMITTEE to fundraise in support of, and host various programs at the Oakridge Estate Residence and grounds (PREMISES) located at 18650 Devonshire St, Northridge, CA 91324 in Council District 12, as described herein and depicted by the Site Maps attached to this PERMIT as Exhibit A.

The Friends of Oakridge organization was established in 2014 for the restoration of the unique historical significance of the PREMISES, through its preservation, development, maintenance, education and promotion. Since their establishment, the PERMITTEE has hosted various indoor and outdoor events and programs to raise funds for the PREMISES, such as movie-nights, book signings, and docent-led tours. The PERMITTEE has also applied for public and private grants which have resulted in funding for roof, driveway, parking lot, and landscaping improvements. All donations, grants, and other financial contributions go towards the continued restoration and preservation of the PREMISES.

This PERMIT shall not be in effect until required proof of insurance is submitted to the CITY in accordance with Section 7 of this PERMIT, and is fully executed by PERMITTEE and validated by RAP.

This PERMIT is issued subject to the following conditions:



1. PREMISES DEFINED

The PREMISES, shown in the Site Maps attached in Exhibit A, is located at 18650 Devonshire Street, Northridge, CA 91324, and includes a two-story, 6,000 square-foot Tudor style residential structure which has been designated as a Los Angeles Historical-Cultural Monument, and surrounding grounds which include a non-operational pool, tennis court, and open space. Outside of the programming conducted by PERMITTEE as outlined in Section 3 (Access to Premises), the PREMISES is not open to the public at this time.

2. PERMIT TERM

The performance period authorized by this PERMIT (TERM) shall be twelve (12) months, beginning on the validation date of this PERMIT. PERMIT is valid upon execution by an authorized representative of PERMITTEE, submission of required proof of insurance by PERMITTEE in accordance with Section 7 of this PERMIT, and PERMIT validation by an authorized RAP representative.

3. ACCESS TO PREMISES

PERMITTEE and any authorized third-party associated with PERMITTEE's activities on the PREMISES shall abide by the terms and conditions expressed in this PERMIT, and shall cooperate fully with CITY and its employees in the performance of their duties. Any third-party participation on the PREMISES shall be supervised by PERMITTEE at all times while such third-party is present on the PREMISES, and RAP representatives listed herein under Section 21 (Premises Use and Maintenance Contacts) shall be made aware of such third-party activities.

CITY and PERMITTEE agree that use of various areas and facilities of PREMISES are necessary and appropriate within the scope of PERMITTEE's mission. Additionally, CITY shall allow PERMITTEE to store a pre-fabricated storage unit inside one of PERMITTEE's garage bays, subject to advance review and approval by RAP in accordance with Section 13 of this PERMIT.

Access to the PREMISES is to be coordinated through the RAP Representatives in Section 21 pursuant to a pre-established schedule between PARTIES, but no less than fourteen (14) days in advance of the requested access, and on occasion under a case-by-case basis. Following RAP's approval of the requested access and notification to the Office of City Councilmember John Lee of the Twelfth District (CD-12), of said approval, the keys to the PREMISES must be obtained from CD12 no less than three (3) days before the scheduled tour or event, unless other arrangements are made or suggested by CD12. Upon the end of the tour or event, PERMITTEE must return said keys to CD12 within forty-eight (48) hours if the event is on a weekday, or by the end of the following Wednesday if the event is on a Friday, Saturday, or Sunday.

PERMITTEE may utilize the PREMISES for the following uses:

- a. **Meetings:** PERMITTEE is authorized no-charge use of the PREMISES to conduct meetings in the furtherance of PERMITTEE's mission.
- b. **Events and Activities:** PERMITTEE is authorized no-charge use of the PREMISES to conduct PERMITTEE's 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 PERMITTEE's specific purposes. Out-of-pocket expenses including but not limited to, staff costs, rental fees, supply costs, and catering expenses shall be paid for by PERMITTEE.

- i. PERMITTEE may conduct up to four public tours a month on a Saturday and/or Sunday, depending on demand, concluding activities by 5:00 p.m. (between the hours of 7:00 a.m. - 5:00 p.m.).
- ii. PERMITTEE shall request authorization from RAP for such events or activities by providing RAP with a two (2) week advance request notice for scheduled access, to the RAP Contacts listed in Sections 20 and 21 for the proposed event or activity.
- iii. Should PERMITTEE wish to conduct other events or activities to occur beyond said hours above or requiring use of the exterior grounds, such as for a special event requiring additional coordination, a four (4) week advance notice to the RAP Contacts listed in Sections 20 and 21 is required for approval of the event or activity.
- iv. Requests for tours or events/activities should include a short description of the event, number of guests anticipated, and parking plan.
- v. CITY will provide PERMITTEE up to twenty (20) chairs and two (2) tables for such events/activities. PERMITTEE 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. PERMITTEE shall be responsible for the security of such tables and chairs subject to replacement at the expense of PERMITTEE if lost or damaged.
- vi. It is understood that PERMITTEE may incur RAP Maintenance Staff Overtime Costs contingent upon the day, time, and resources available for PERMITTEE's needs. PERMITTEE shall be responsible for making reimbursement payments to RAP should Overtime Costs or any other costs be incurred by RAP. Such costs shall be determined at RAP's discretion as part of the event review and coordination process.
- vii. 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. Program and event related parking shall utilize the existing gravel parking lot. Any alternative parking arrangements shall be subject to coordination with, and approval by, RAP Maintenance.

- c. **Other Activities:** Use of any portion of the grounds or facilities of the PREMISES by any others except CITY and those assisting or associated with PERMITTEE, shall be subject to a Use Permit issued by RAP in accordance with the RAP Facility Rental Policy and Schedule of Rates and Fees.

4. SAFETY

PERMITTEE is aware that the PREMISES 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 PERMITTEE events and activities, subject further to direction by RAP.

The following conditions are understood and agreed to by PERMITTEE:

- a. No public restrooms are available on site.
- b. Proper walking shoes must be worn at all times by everyone.
- 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. No smoking is allowed on the PREMISES.
- f. RAP provides a trash receptacle outside the residential structure. The accumulation of trash by PERMITTEE and/or those associated with PERMITTEE activities or events on the PREMISES, must be immediately disposed of after use. PERMITTEE is aware that RAP does not make routine trash pick-ups at the PREMISES. PERMITTEE will remove and dispose of excess trash and bulky items off-site if items exceed the receptacle's capacity.
- g. In case of injury or emergencies that occur during PERMITTEE's use or operation of the PREMISES, PERMITTEE will complete and submit the non-city employee accident form. A Non-Employee Accident Report (NEAR) and instructions are incorporated herein by reference as Exhibit B. For serious injuries, PERMITTEE must immediately call 911.

PERMITTEE shall correct violations of safety practices during its use of the PREMISES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), PERMITTEE must notify the RAP contacts referenced in Section 21 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two (72) hours. PERMITTEE shall keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.

5. REQUIREMENTS AND RESTRICTIONS

PERMITTEE is authorized to use the PREMISES in accordance with the terms and conditions of this PERMIT, for the purposes described herein and subject to the following. PERMITTEE shall:

- a. Access the PREMISES only during the specified days and hours for uses listed in Section 3 of this PERMIT.
- b. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, including but not limited to health and safety ordinances, orders and guidelines, and background checks and fingerprinting for any paid staff participating in PERMITTEE programs and activities at the PREMISES, throughout the TERM of this PERMIT. In doing so, PERMITTEE shall maintain regular communication with RAP staff to ensure PERMITTEE's compliance with such policies, procedures, regulations, orders and requirements, and PERMITTEE shall be solely responsible for all costs related to ensuring such compliance.

- c. Be solely responsible for creating and enforcing protocols ensuring all persons participating in activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the purposes and uses of the PREMISES described herein, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. PERMITTEE shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- d. Punctually pay or cause to be paid all PERMITTEE financial obligations incurred in connection with the operation of PERMITTEE's authorized activities on the PREMISES, as set forth in this PERMIT. PERMITTEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with PERMITTEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- e. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) on the PREMISES.
- f. Ensure that no merchandise shall be sold or authorized to be sold on the PREMISES by PERMITTEE or otherwise without the prior written consent of the RAP General Manager or designee.
- g. Provide access to the PREMISES to the general public and charge a nominal fee for participation in programs or events at the PREMISES.
- h. Obtain any and all operating permits and/or licenses that may be required in connection with PERMITTEE's activities on the PREMISES, including but not limited to tax permits, business licenses, health permits, certifications, etc.
- i. Assume responsibility for the actions of all third-party individuals and/or organizations on the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this PERMIT.
- j. PERMITTEE accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of the PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or PERMITTEE, and regardless of cause.
- k. PERMITTEE programming and operations shall not conflict with the daily activities of RAP Staff on the PREMISES during the term of this PERMIT, and PERMITTEE shall adhere to all current contract agreements that RAP has in place or will effectuate in the future.

- l. Commercial activities are not authorized by RAP and shall not be allowed to occur within the PREMISES or adjacent Oakridge Estate Park, unless written approval is provided in advance by the RAP General Manager or designee; and the Board of Recreation and Park Commissioners (if applicable).
- m. PERMITTEE shall not sublet or issue any permit for use of the PREMISES to any third-party.
- n. PERMITTEE shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.

6. DAYS AND PERIODS OF USE

During the TERM of this PERMIT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PREMISES as described herein.

- a. RAP, at its sole discretion, shall be responsible for the routine repair and maintenance of the PREMISES when not in use by PERMITTEE.

Except as may be expressly provided in this PERMIT, in no event shall RAP be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this PERMIT.

- b. PERMITTEE shall be responsible for the following while conducting PERMITTEE's activities:
  - i. Maintain the PREMISES in a clean condition during and after PERMITTEE activities, removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
  - ii. Pick up and dispose of trash and debris, whether by PERMITTEE'S activity or activity of a PERMITTEE contracted vendor; and
  - iii. Maintain the PREMISES while conducting PERMITTEE activities in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines and all fire safety standards, practices and regulations applicable to the PREMISES.
- c. PERMITTEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PREMISES.

- d. PERMITTEE shall be responsible for securing the PREMISES and PERMITTEE's equipment and materials on the PREMISES during and after PERMITTEE's activities. CITY and/or RAP shall not be responsible for the security of the PERMITTEE's personal property at any time, whether before, during, or after PERMITTEE's activities, including but not limited to equipment, supplies, materials, vehicles, or personal items.
- e. PERMITTEE shall immediately notify RAP of any damage to the PREMISES that occurs during PERMITTEE's activities, by vandalism, or that is caused by PERMITTEE's contractors or vendors. RAP shall determine at its discretion if such repair(s) shall be performed by RAP or PERMITTEE. If PERMITTEE is required to repair, or cause to be repaired, such repairs shall be performed by PERMITTEE at no cost to RAP, but subject to RAP's advance approval and instructions. In accordance with Section 6(f) below, PERMITTEE shall take immediate action to respond to any emergency or damage reasonably considered a risk to public safety in order to mitigate any further risk to public safety or the structural integrity of the PREMISES. PERMITTEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, PERMITTEE waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- f. PERMITTEE shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. PERMITTEE shall provide notification to RAP of any such needed repairs within forty-eight (48) hours from completion of the required work.

7. INSURANCE

Prior to accessing the PREMISES, PERMITTEE and its contractor(s) or subcontractor(s), at their own cost and expense, shall obtain required insurance in the coverage amounts listed on the Insurance Requirements sheet attached hereto and incorporated herein by reference as Exhibit C, and furnish the City of Los Angeles, City Administrative Officer (CAO), and Office of Risk Management with evidence of such insurance from insurers acceptable to Risk Management. Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are also included in Exhibit B, and incorporated herein by reference. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of such insurance acceptable to the City Administrative Officer (CAO) Risk Management Office.

8. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, PERMITTEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including PERMITTEE's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by PERMITTEE, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in

interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this PERMIT. This provision will survive expiration or termination of this PERMIT.

PERMITTEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

9. FUNDING AND FUNDRAISING

All funds, including grants, donations, or any other funds received by PERMITTEE in connection with and/or specified for, the PREMISES or related to matters covered by this PERMIT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the restoration and preservation of the PREMISES, and shall be strictly accounted for as provided herein. However, PERMITTEE may apply funding generated through its fundraising efforts towards expenses related to the operation of tours, programming and activities authorized under this PERMIT, such as supplies and materials. Such funds shall not be commingled with other funds of PERMITTEE unrelated to this PERMIT and/or the operation and maintenance of the PREMISES. If for any reason PERMITTEE fails to secure necessary funding to carry out its obligations and commitments under this PERMIT, CITY may and can terminate this PERMIT pursuant to a Breach and Default of this PERMIT, subject to Sections 17 and 18 below.

PERMITTEE may hold fundraising activities on the PREMISES, but must obtain prior written approval for the date and time from the RAP Representatives listed in Section 21 for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. PERMITTEE may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted on the PREMISES must be used only in support of the activities authorized under this PERMIT. Within thirty (30) days of each fundraising event held on the PREMISES, PERMITTEE shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5(e) of this PERMIT. PERMITTEE shall cooperate with RAP personnel on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance, or closure of the host facility for as many as seven days per calendar year.

Annual Financial statements or financial status reports for PERMITTEE's fundraising and other revenue generating activities shall be included in an Annual Report provided to RAP at the end of PERMITTEE's fiscal year, which is January 1 - December 31 (due on or before January 31st of the following year).

10. FORCE MAJEURE

RAP and/or PERMITTEE shall not be deemed to have defaulted under or breached this PERMIT, for any failure or delay in fulfilling or performing any term of this PERMIT when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including without limitation, the following that frustrates the purpose of this PERMIT: (a) acts of God; (b) extreme weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (d)

government order or law; (e) actions, embargoes or blockades in effect or after the date of this PERMIT; (f) national or regional emergency; (g) third party litigation; (h) epidemics or pandemics; or (i) other similar events beyond the reasonable control of the Parties.

11. NON-DISCRIMINATION

PERMITTEE shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PERMITTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 20, CITY shall have the right to terminate this PERMIT and to reenter and repossess said land and the facilities thereon and hold the same as if said PERMIT had never been executed.

12. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL SENSITIVITY

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. PERMITTEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used on the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or PERMITTEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PREMISES.

PERMITTEE must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. PERMITTEE shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

13. ALTERATIONS, IMPROVEMENTS AND REPLACEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP. PERMITTEE shall provide RAP detailed information and specifications for review and written approval by the RAP Planning, Construction and Maintenance Branch, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Any indoor or outdoor alterations to the PREMISES should conform to the Historic Structure Report for the Oakridge Estate (2012) and Final Treatment Plan for the Oakridge Estate (2022) which has been developed by RAP. Should additional documentation be necessary for the restoration and preservation of the PREMISES, RAP shall provide PERMITTEE with this information, which specifies RAP's needs in terms of funding, support, or programming, which the PERMITTEE's Board of Directors shall take into account in determining the use of PERMITTEE's assets and/or future fundraising campaigns and related activities. Additionally, should major construction or

refurbishments be conducted on the interior or exterior of the residential structure or exterior grounds on the PREMISES, RAP has the right to revise the TERM and applicable sections of this PERMIT.

14. RELATIONSHIP OF PARTIES

Parties agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

15. SUSPECTED CHILD ABUSE

PERMITTEE OR PERMITTEE's parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. PERMITTEE shall notify the RAP contacts specified in Sections 20 and 21 within 24 hours after a report has been made.

16. WAIVER OF DAMAGES

PERMITTEE hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES, or which may otherwise arise by reason of the use of the PREMISES pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

17. BREACH OR DEFAULT BY PERMITTEE

The following occurrences constitute events of breach or default of this AGREEMENT: PERMITTEE materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. PERMITTEE's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

18. BREACH OR DEFAULT BY PERMITTEE – CITY'S REMEDIES

Breach or Default by PERMITTEE – CITY's Remedies. Upon the occurrence of one or more events of breach or default by PERMITTEE, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to PERMITTEE, and if PERMITTEE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to PERMITTEE, terminate this AGREEMENT without further delay, whereupon PERMITTEE shall vacate the PREMISES within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by PERMITTEE, perform or cause to be performed any of PERMITTEE's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or

remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

19. DEPARTMENT AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by RAP and shall cooperate fully with RAP employees in the performance of their duties.

20. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT or time extensions, etc., such requests for said modifications and/or additions shall be submitted in writing to:

**RAP:**

City of Los Angeles Department of Recreation and Parks  
Partnership Section  
221 North Figueroa Street, Suite 180,  
Los Angeles, CA 90012  
Email: rap.partnerships@lacity.org  
Phone: (213) 202-5600

**PERMITTEE:**

Friends of Oakridge  
c/o Dan Huffman, President  
P.O. Box 3973  
Chatsworth, CA 91311  
Email: info@theoakridgeestate.org  
Phone: (818) 739-0292

21. PREMISES USE AND MAINTENANCE CONTACTS

The following should be the primary contacts for day-to-day program-related operations and maintenance:

**PERMITTEE:**

Debra Farra, Treasurer  
Email: nativeval@earthlink.net  
Phone: (818) 739-0292

**RAP:**

Miranda McCord, Recreation Facility Director  
miranda.mccord@lacity.org  
Phone: (213) 645-4121

Wayne Neal, Principal Grounds Maintenance Supervisor II, Valley Region  
wayne.neal@lacity.org  
(818) 756-8189

22. REVOCAION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reasons beyond RAP's control, or due to emergency or convenience. Upon receipt of a written notice of revocation (NOTICE), PERMITTEE agrees to discontinue occupancy and its use of the PREMISES, remove any personal property, and vacate the PREMISES within thirty (30) days of PERMITTEE's receipt of such NOTICE.

23. ACCEPTANCE

PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion. To indicate PERMITTEE's acceptance of the terms and conditions contained herein, an authorized representative of PERMITTEE must sign on the signature block below and date the signature, and have filed evidence of required insurance with the City Risk Manager as indicated in Exhibit C of this PERMIT.

Sincerely,



MARIANA VALDIVIA  
Chief Management Analyst  
Partnerships and Sustainability

BA/MV/JA:pm

cc: Myrka Martinez, Dep. District Dir. Councilmember John Lee, City Council District Twelve  
Brenda Aguirre, Assistant General Manager, Special Operations Branch  
Chinyere Stoneham, Assistant General Manager, Recreation Services Branch  
Javier Solis, Superintendent, Citywide Maintenance Services  
Mariana Valdivia, Chief Management Analyst, Partnerships and Sustainability  
Traci Goldberg, Superintendent, Valley Region  
Joel Alvarez, Senior Management Analyst, Partnership Section  
Juan Aynat, Principal Recreation Supervisor II, Valley Region  
Leon Boroditsky, Principal Ground Maintenance Supervisor II, Forestry Division  
Miranda McCord, Valley Region Recreational Services

Attachments: Exhibit A: Site Maps  
Exhibit B: Insurance Requirements and Instructions for Submitting Insurance

**[SIGNATURE PAGE FOLLOWS]**

SIGNATURE EXECUTION PAGE

**TEMPORARY, REVOCABLE RIGHT-OF-ENTRY PERMIT PD-ROE-181 TO THE FRIENDS OF OAKRIDGE FOR THEIR SUPPORT TOWARDS THE PRESERVATION AND RESTORATION OF THE OAKRIDGE ESTATE PARK**

As the authorized representative of the Friends of Oakridge, a non-profit organization, I hereby accept the terms and conditions of this Right of Entry Permit:

  
\_\_\_\_\_  
Permittee Signature


March 5, 2025  
\_\_\_\_\_  
Date

Debra Farra  
\_\_\_\_\_  
Name (print)

Treasurer  
\_\_\_\_\_  
Title

PERMIT VALIDATION:

March 5, 2025  
\_\_\_\_\_  
Permit Validation Date

  
\_\_\_\_\_  
Signature

Mariana Valdivia  
\_\_\_\_\_  
RAP Representative Name

Chief Management Analyst  
\_\_\_\_\_  
Title

## Exhibit A Site Map

The PREMISES and PARK surrounding the PREMISES is shown in the site map below, within the purple rectangle.



A site map of the PREMISES is below



**Exhibit B**

**Non-Employee Accident Report (NEAR)**

Form Gen. 87 (R. 4/09)		City of Los Angeles	
Orig. City Attorney m/s 140 Dup. Risk Manager m/s 625-24 Trip. Dept. Area Office or Division Head		<b>NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT</b>	
		Department Reporting Recreation and Parks	
<b>INSTRUCTIONS:</b> All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.			
<b>PART I – PERSONAL DATA</b>			
1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER
<b>PART II – ACCIDENT/INJURY</b>			
8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	
<b>PART III – WITNESSES</b>			
18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>PART IV – STATEMENT OF INJURED PARTY OR WITNESS</b>			
21.			
<b>PART V – EMPLOYEE FILING REPORT</b>			
22. NAME AND POSITION	23. SIGNATURE	24. DATE	

Print Form

# Exhibit C

## Insurance Requirements

Form Gen. 146 (Rev. 9/06)

### Required Insurance and Minimum Limits

Name: Friends of Oakridge

Date: 02/19/2025

Agreement/Reference: Right of Entry - Fundraising

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"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>		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	
<hr/>		
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of LA is required to be named as an additional insured</u>		<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<hr/>		
___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/>		
___ <b>Professional Liability</b> (Errors and Omissions)		
Discovery Period _____		
<hr/>		
___ <b>Property Insurance</b> (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"/> _____	
<hr/>		
___ <b>Pollution Liability</b>		
<input type="checkbox"/> _____		
<hr/>		
___ <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>		100% of the contract price
___ <b>Crime Insurance</b>		

Other: Sent to Priya Macwan @ RAP

1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

2) If a contractor 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 should 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 required method of submitting your documents. **KwikComply** 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 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (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.

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 **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.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 **KwikComply** at <https://kwikcomply.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](http://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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability and Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the City employees' and/or City customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.