

APPROVED
AUG 12 2015

BOARD OF RECREATION
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 15-176

DATE: August 12, 2015

C.D. 12

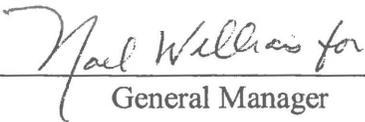
BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: OAKRIDGE RESIDENCE – FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF OAKRIDGE, FOR A TERM EXTENSION OF ONE YEAR

R. Barajas _____ *V. Israel 

H. Fujita _____ K. Regan _____

N. Williams _____


General Manager

Approved  _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed first amendment (Amendment), substantially in the form on file in the Board Office, to the Memorandum of Understanding (MOU) between the City of Los Angeles (City) and Friends of Oakridge (Friends), a California non-profit, public benefit corporation, extending the MOU term for one (1) year, subject to the approval of the Mayor and City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Amendment to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and
3. Authorize the Board President and Secretary to execute the Amendment subsequent to receipt of all necessary approvals.

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SUMMARY:

Designated as Los Angeles Historical-Cultural Monument No. 484 in March 1990, the 9.47-acre Oakridge Residence (Oakridge), located at 18650 Devonshire Street, Northridge, CA 91324, is one of the few remaining traces of the San Fernando Valley's past popularity as a rural getaway during the golden age of Hollywood. The former home of Barbara Stanwyck and, later, of Jack Oakie (residence and immediate grounds comprising 1.95 acres) was acquired by the City in 2008, and the remaining grounds in 2009, through Quimby Funds. In 2011, former Los Angeles City Councilmember Greig Smith, who was instrumental in acquiring Oakridge for the City, helped form the Friends of Oakridge, a California 501(c)(3) non-profit group (Friends). The mission of Friends is to restore, preserve, and support Oakridge and its historical significance.

On March 5, 2014, the Board approved a one (1) year MOU (Report No. 14-054) with Friends, defining the respective roles, responsibilities, and financial relationship between City and Friends, with respect to fundraising for, and the preservation and restoration of, Oakridge. A copy of the MOU is attached here as Exhibit-A. RAP presently relies on Friends to provide historic research, exhibit materials, and provide docent assistance that RAP is not able to provide alone. In anticipation of the imminent MOU termination date on September 2, 2015, Friends contacted RAP on July 6, 2015, requesting an extension of the MOU Term. RAP subsequently agreed to recommend such extension to the Board.

The term extension would enable Friends and RAP to review and evaluate the past performance of Friends at Oakridge to determine the benefits and difficulties associated with Friends' activities in order to develop additional or enhanced terms and conditions for a possible new, second MOU with additional and/or enhanced roles and responsibilities to address future support needs at Oakridge in the best way possible. Should the proposed Amendment be approved, the MOU Term will be amended to two (2) years, extending the term by one (1) year and set to expire on September 2, 2016. Any subsequent MOU or other agreement between the City and

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Friends for continued support of Oakridge will be presented to the Board at the appropriate time for approval.

Through the existing MOU over the past year, the Friends have used the grounds of Oakridge to conduct various activities for the benefit of Oakridge, RAP, and the community, subject to City approval and in coordination with RAP Staff, including support cultivation and fundraising events, docent-guided tours, and educational events. Any revenues collected as a result of, or during such events, is exclusively used for the preservation, maintenance, and restoration of Oakridge. Out-of-pocket expenses, such as staff fees, rental fees, supplies, and catering expenses are paid by Friends, through either direct payment to respective service providers or product vendors, or reimbursement to RAP. In all cases, Friends accepts full liability for their operations at the location and will continue to maintain appropriate insurance protecting the City.

Staff has discussed the proposed Amendment with the Superintendent of RAP Operations and Park Maintenance Supervisor of the Valley Region, and each supports the extension of the MOU and concurs with staff's recommendations.

FISCAL IMPACT STATEMENT:

The proposed Amendment will have no adverse impact on RAP's General Fund, as the cost of operations and programs associated with Friends' use and support of Oakridge are paid by Friends, at no cost to the City.

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

Exhibit-A

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

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

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

CITY and FRIENDS hereby agree and understand as follows:

1. Fundraising.

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

- b. Fundraising at OAKRIDGE. Except for CITY's own fundraising, activities, and events, FRIENDS shall be the only organization authorized to conduct fundraising activities at OAKRIDGE.
- c. Donor Recognition. Subject to approval by RAP, FRIENDS is authorized to provide recognition to donors consistent with naming and donor recognition policies approved by the Board of Recreation and Parks Commissioners ("BOARD") (Reports No. 13-160, "Sponsorship Recognition Policy and Guidelines" and 13-161, "Naming Policy Procedures and Guidelines"). FRIENDS may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with a Gift Agreement, subject to review by RAP and BOARD approval.
- d. Gift Agreements. Gifts of facilities, equipment, materials, funds, or services to CITY for OAKRIDGE by FRIENDS are subject to negotiated Gift Agreements executed by and between CITY and FRIENDS and/or a third party contributor, approved by the BOARD, the City Attorney, the Mayor, and City Council as required. Loans of equipment, materials, or artifacts will also require written agreements approved in writing by the BOARD, City Attorney, Mayor, and City Council as required.
- e. Right of Entry Permits. Provision of services consisting of events, and or the implementation of improvements at OAKRIDGE maybe subject to issuance of a Right of Entry Permit ("ROE") by RAP, to be determined on a case by case basis. The terms and conditions of an ROE will include a description of the activities to occur, the process involved, and details for the permittee to access OAKRIDGE, inspect and acceptance for permitted uses, as applicable.

2. Term. The term of this Memorandum of Understanding shall become effective on the date of execution by all Parties and shall remain in effect for one (1) year from the date of execution. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend but are not obligated to negotiate and execute a subsequent agreement that includes additional roles and responsibilities with respect to OAKRIDGE.

3. Office Space. Depending on space available, CITY will provide within OAKRIDGE's house an administrative area for FRIENDS' staff or volunteers at no cost to FRIENDS. CITY will provide utility services for the space. FRIENDS will provide any furniture, equipment, supplies and telephone and data necessary for use of the area.

4. Use of OAKRIDGE by FRIENDS. CITY and FRIENDS agree that use of various areas and facilities of OAKRIDGE are necessary and appropriate within the scope of FRIENDS' mission.

- a. Meetings. FRIENDS is authorized no-charge use of the grounds and kitchen in the house to conduct meetings in furtherance of FRIENDS' purposes.
- b. FRIENDS Activities. FRIENDS is authorized no-charge use of the grounds and facilities at OAKRIDGE to conduct FRIENDS' activities, including but not limited to cultivation events,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

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

[SIGNATURE PAGE TO FOLLOW]

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

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

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

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

By: *Alycia Petrona*
President

By: *Steph Harris*

By: *Lorraine D. Lee*
Secretary

Title: President

Date: 9/31/14

By: *Nancy Kussom*

Title: Secretary

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

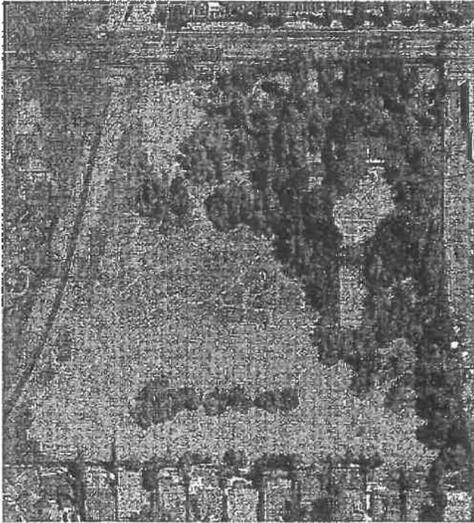
Date: 6/27/2014

By: *M. N. Feuer*
Deputy City Attorney

Date: September 3, 2014

**Exhibit A
Site Map**

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



18650 Devonshire St,
Northridge, CA

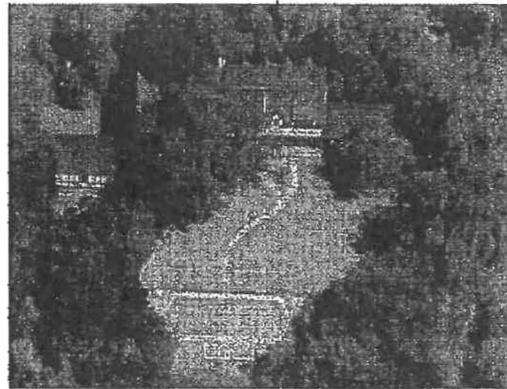


Exhibit B
Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 145 (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"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="width: 15%; text-align: right;">WC</td> <td style="width: 15%; text-align: right;"><u>Statutory</u></td> </tr> <tr> <td></td> <td style="text-align: right;">EL</td> <td style="text-align: right;"><u>\$1,000,000</u></td> </tr> </table>		WC	<u>Statutory</u>		EL	<u>\$1,000,000</u>
	WC	<u>Statutory</u>					
	EL	<u>\$1,000,000</u>					
<input type="checkbox"/> Waiver of Subrogation in favor of City							
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act							
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>						
<input checked="" type="checkbox"/> Products/Completed Operations							
<input checked="" type="checkbox"/> Fire Legal Liability							
<input type="checkbox"/> 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 <u>12 Months After Completion of Work or Date of Termination</u>							
Property Insurance (to cover replacement cost of building - as determined by insurance company)							
<input type="checkbox"/> All Risk Coverage							
<input type="checkbox"/> Flood							
<input type="checkbox"/> Earthquake							
<input type="checkbox"/> Boiler and Machinery							
<input type="checkbox"/> Builder's Risk							
Pollution Liability							
<input type="checkbox"/>							
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price						
Crime Insurance							

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

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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