

APPROVED
APR 04 2018

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS NO. 18-046

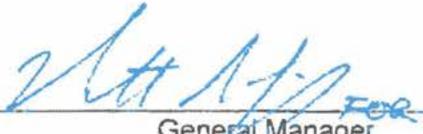
DATE April 04, 2018

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CAMPO DE CAHUENGA HISTORICAL MUSEUM – AGREEMENT WITH THE CAMPO DE CAHUENGA HISTORICAL MEMORIAL ASSOCIATION FOR THE CONTINUED OPERATION AND MAINTENANCE OF THE CAMPO DE CAHUENGA HISTORICAL MUSEUM – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1(14) [ISSUANCE OF LICENSE AND PERMITS TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF THE CITY CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
*R. Barajas	_____	S. Piña-Cortez	_____
H Fujita	_____	N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATION(S)

1. Approve the proposed Agreement between the City of Los Angeles and Campo de Cahuenga Historical Memorial Association (CDCHMA), attached hereto as Attachment 1, for the operation and maintenance of the Campo de Cahuenga Historical Museum for seven (7) years, as described more fully in the Summary below, subject to the approval of the Mayor, City Council, and City Attorney;
2. Approve the Revised Facility Use Schedule of Rates and Fees (Schedule) for the permitted use of the Campo de Cahuenga Historical Museum (Campo) as described in the Summary of this Report and proposed Agreement;
3. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to continue depositing Cost Recovery Reimbursement fees and permit revenue share proceeds received from the CDCHMA, into Special Account Fund 302, Department 89, Account 89705H, Museum, Museum Support Group;
4. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA) and direct Staff to file a Notice of Exemption (NOE);
5. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOE;

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6. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
7. Authorize the Board President and Secretary to execute the proposed Agreement subsequent to all necessary approvals.

SUMMARY

In 1923, the City of Los Angeles purchased the Campo de Cahuenga Historical Museum (Campo). The Campo is currently managed by RAP and operated by CDCHMA. After the museum's dedication in 1951, the Campo went on to become the City of Los Angeles Cultural-Historic Monument No. 29 in 1964. This adobe-like building is where the Treaty of Cahuenga was signed on January 13, 1847, between Lt. Col. John C. Fremont and General Andres Pico, to end hostilities between the United States and Mexico. The treaty paved the way for California to become a state a few years later. With its rich history, the museum also holds the title of being State Landmark #151.

CDCHMA is a non-profit corporation with a mission to preserve the unique historical significance of the Campo through advocacy, exhibition, education, promotion and enhancement. Through its collaboration with RAP, CDCHMA currently operates and maintains the museum at its own expense, opening the Campo to the public under casual viewing for free and prescheduled fee-based group tours. The knowledgeable CDCHMA members serve as docents who enhance the public's experience and are available to explain the significance of the Campo's history. CDCHMA is also tasked with protecting important historical and cultural artifacts related to California heritage, the native gardens, and the adobe excavation exhibit.

CDCHMA opens the Campo to the public on the first Saturday of the month and during permitted hours for private tours or events.

RAP has no staff presence at the Campo and does not have the resources to self-operate the Campo and keep it open to the public on a more frequent basis. Under the proposed Agreement, CDCHMA will continue to operate and maintain the Campo for a term of seven (7) years, with the option to extend another five (5) years, at the discretion of the RAP's General Manager. CDCHMA shall continue to pay Cost Recovery Reimbursement Fees to RAP in the amount of One Thousand, Four Hundred Seventy-Six Dollars (\$1,476.00) per year for utilities, trash removal, and staff impacts.

To support CDCHMA's operation of the Campo, CDCHMA is authorized to permit use of the Campo to third party groups for meetings, receptions, and other one-time private events. A Revised Schedule of Facility Use Rates and Fees (Schedule), which includes use policies respectful of the historic value of the site, has been developed by RAP staff in coordination with CDCHMA. Based primarily on the approved Rates and Fees for other historic sites and museums owned and operated by RAP, the Schedule is proposed for implementation under the proposed Agreement. Upon the Board's approval of the proposed Schedule and its effective date, CDCHMA will begin charging permit groups the approved new fees. CDCHMA will retain

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eighty percent (80%) of the Facility Use Permit Fees to help support the Campo in accordance with their mission. CDCHMA will pay RAP the remaining twenty percent (20%) of the Facility Use Fees charged which will be deposited into Special Account Fund 302, Department 89, Account 89705H, Museum, Museum Support Group, designated for the Campo. As a requirement of the proposed Agreement, CDCHMA shall maintain insurance coverage specified by the RAP Risk Manager and will undergo an Annual Performance Review to ensure compliance with the terms and conditions of the proposed Agreement.

ENVIRONMENTAL STATEMENT

The proposed project consists of an agreement for the operation of recreational programming at an existing park facility involving negligible or no expansion of use. Therefore, RAP staff recommends the Board determine the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT

Approval of the proposed Agreement will have no adverse impact on RAP's General Fund as CDCHMA will be responsible for the operation and maintenance for the Campo, and payment of Cost Recovery Reimbursement Fees to RAP.

This report was prepared by Joel Alvarez, Senior Management Analyst II and Edneisha Lee, Management Assistant, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement and Exhibits

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
CAMPO DE CAHUENGA HISTORICAL MEMORIAL ASSOCIATION FOR THE
OPERATION AND MAINTENANCE OF
THE CAMPO DE CAHUENGA HISTORICAL MUSEUM**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 20____, ("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 Campo de Cahuenga Historical Memorial Association ("CDCHMA"), a California 501(c)(3) non-profit corporation. The CITY and CDCHMA may be referred to herein individually as "PARTY" or collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates the real property commonly referred to as the Campo de Cahuenga Historical Museum ("PROPERTY"), located at 3919 Lankershim Boulevard, North Hollywood, California 91604, as defined by the site plan attached hereto and incorporated herein by reference as Exhibit-A (Site Plan); and,

WHEREAS, CDCHMA has operated a historic museum at the PROPERTY since 1923 and provided a public benefit that RAP is unable to fulfill due to a lack of resources; and,

WHEREAS, CDCHMA has offered and is willing to continue providing museum operations, reenactment(s) of historical events, and special activities, in addition to holding its monthly board meetings and other permitted uses, as provided in this AGREEMENT; and,

WHEREAS, CDCHMA shall be responsible for operating the PROPERTY at its own expense, including the performance of required maintenance and repairs at no cost to CITY, and has committed to conducting fundraising events, applying for grant opportunities, and receiving, holding and using such donations and/or grant awards for the improvement, expansion, and preservation of the PROPERTY, for the public's enjoyment through historical programs and museum exhibits; and,

WHEREAS, CDCHMA has agreed to perform such museum operation of the PROPERTY in accordance with the terms and conditions of this AGREEMENT, including but not limited to compliance with annual reporting requirements; and,

WHEREAS, CITY has desires to authorize CDCHMA to continue such museum operations and related activities, and further desires to allow CDCHMA to issue revenue-generating permits for facility use at the PROPERTY by outside organizations, in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, CITY, through the Board of Recreation and Park Commissioners ("BOARD"), agreed to accept CDCHMA's offer of exclusive use and maintenance at the BOARD's meeting of _____ date _____ (Board Report No. XX-XXX) in accordance with the terms and conditions of this AGREEMENT.

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

1. **Use of PROPERTY.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to CDCHMA by this AGREEMENT authority to use the PROPERTY for the operation of a historic museum and services as described in the PERMITTED USES section set forth below, which shall be performed by CDCHMA in compliance with the terms and conditions of this AGREEMENT; including payment of Cost Recovery Reimbursement Fees to RAP as applicable, and the performance of the Maintenance Requirements described herein, at the sole cost and expense of CDCHMA.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be seven (7) years, with an option to extend such initial TERM for an additional five (5) years at the sole discretion of CITY, subject to CDCHMA's ability to sustain operations, and completion of annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") as more fully described below in Section 3 of this AGREEMENT:
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.

 - b. **Termination.** The CITY shall have the right to terminate this AGREEMENT prior to the expiration of the TERM for an uncured breach or default under this AGREEMENT by CHCHMA, or if CDCHMA ceases to operate under this AGREEMENT, or CITY issues written termination notice to CDCHMA effective after sixty (60) calendar days from the date of issuance due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM. In addition, either CITY or CDCHMA may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and CDCHMA reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or CDCHMA should elect to terminate this AGREEMENT, CDCHMA agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If CDCHMA fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in

which event CDCHMA shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of CDCHMA's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in CDCHMA's purposes or function as contained in CDCHMA's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change or failure in the delivery of services by CDCHMA, as described herein; or (iv) the failure of CDCHMA to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reasons beyond CDCHMA's control.

3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with CDCHMA shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of CDCHMA's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of CDCHMA's obligations for the operation and maintenance of a historical museum at the PROPERTY under this AGREEMENT, including the provision of services at the PROPERTY performed under the PERMITTED USES specified herein, as stated in the Program Description about the Goals of the Services, supplied by CDCHMA and attached hereto and incorporated herein by reference as Exhibit-B;
 - (iii) Adequacy of CDCHMA's funding, including through grants awards, fundraising, and revenue generated from paid services described in the Schedule of Facility Use Rates and Fees attached hereto and incorporated herein by reference as Exhibit-D;
 - (iv) The volume of the public's participation in CDCHMA's programs; and,
 - (v) CDCHMA's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, CDCHMA shall submit to RAP during the period of January 25th through February 25th of each year, an annual

performance or program report ("PERFORMANCE REPORT") in compliance with this AGREEMENT. This PERFORMANCE REPORT shall include, but not be limited to:

- (i) Annual Statement of operations (Annual Budget, Revenue and Expenditures);
 - (ii) Data and demographics on participants and program results;
 - (iii) Copies of marketing, recruitment, and press materials; and,
 - (iv) Discussion of program changes or challenges, if any.
- c. RAP reserves the right to request additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
 - d. CITY's approval to continue the collaborative relationship and this AGREEMENT shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with CDCHMA. CITY shall not unreasonably withhold its determination.
4. **Access to Property.** CDCHMA and any authorized third party associated with CDCHMA's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in the case of emergencies. Prior notice will be given to CDCHMA when feasible. If required for public safety, CITY may immediately suspend and/or terminate CDCHMA activities involving the PROPERTY.
- a. CDCHMA shall have access to PROPERTY during specified days and periods of use as stated in Section 6 of this AGREEMENT. Whenever CDCHMA is not utilizing PROPERTY during certain portions of its specified days and periods of use, RAP reserves the right to utilize the building for RAP-sponsored general community activities. RAP shall coordinate with, and notify CDCHMA of RAP's intent to use PROPERTY, or certain portions thereof, no less than seven (7) calendar days prior to the planned activity. CDCHMA's acceptance shall not be unreasonably withheld. CDCHMA shall confirm building's availability and RAP or CITY shall not be charged a fee for use of the building. RAP shall be responsible for providing any required staff for supervision, maintenance, security, parking, and/or operations. RAP shall return PROPERTY to its previous condition upon completion of RAP-sponsored activities.

- b. PARTIES agree to allow CITY access to use of any portion of PROPERTY in case of a natural disaster or emergency such as an earthquake, fire, etc., as a designated public emergency shelter site. Such use shall take precedence over regularly scheduled CDCHMA activities and CITY shall not be charged a fee for such use.
5. **Permitted Uses.** CDCHMA shall not significantly expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. CDCHMA, at its sole cost and expense, shall:
- a. Operate and maintain the PROPERTY as the historic museum commonly known as "Campo de Cahuenga". CDCHMA may hold meetings and other activities with the primary purpose of preserving and maintaining the PROPERTY and expanding collection of art, artifacts and exhibits, all for public benefit. Activities may include fund-raising, tours, community support, receiving and holding donations or grants, permitting facility use for fee and revenue sharing with RAP, including CDCHMA film and photograph production, and providing professional services appropriate to the historical restoration and development of the PROPERTY; all in accordance with the Campo de Cahuenga Program Description attached hereto and incorporated herein as Exhibit-B.
 - b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
 - c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
 - d. Make PROPERTY available to the public for permitted uses and also open PROPERTY to the public free of charge (donations may be accepted) for viewing and docent-led tours organized by the CDCHMA, a minimum of one day each month on a regularly scheduled weekend for a minimum of four hours each scheduled day.
 - e. Be authorized to schedule tours for schools and/or other groups during authorized hours of operation (see Section 6, Days and Periods of Use).
 - f. Be authorized to use PROPERTY for meetings related to the operation and maintenance of the historic museum.
 - g. Provide sufficient staff necessary to perform the operation of the historic museum, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
 - h. Ensure CDCHMA's protocol for selecting and authorizing any person to participate in activities on PROPERTY complies with applicable CITY, State, and/or Federal protocols, laws, rules and regulations for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described

herein, including maintenance, such as, background checks, and finger printing, etc., whether the person is an employee or volunteer of CDCHMA.

- i. Obtain and maintain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
 - j. Punctually pay or cause to be paid all CDCHMA financial obligations incurred in connection with the operation and maintenance of the PROPERTY. CDCHMA shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CDCHMA's use of the PROPERTY.
 - k. Issue permits to third party groups and organizations for use of certain portions of the PROPERTY on an hourly basis for weddings, birthday parties, meetings, social events, parking, catering trucks, and other uses not specified in this AGREEMENT but approved in advance by RAP. Such approval must be obtained in writing at minimum seven (7) calendar days prior to event or activity. CDCHMA shall collect all applicable facility use fees in accordance with the Campo de Cahuenga Historical Museum Schedule of Facility Use Rates and Fees page attached hereto and incorporated herein as Exhibit-D, and shall share twenty percent (20%) of such fees with RAP. However, in accordance with Section 20 of this AGREEMENT, any and all commercial film and photo production by film production companies, organizations, and/or individuals must obtain permit authorization from the Park Film Office.
 - l. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances unless prior written approval is obtained by CDCHMA in writing from RAP.
 - m. CDCHMA may hold fundraising events at the PROPERTY in accordance with the terms and conditions of this AGREEMENT.
 - n. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the minor's parent or legal guardian.
6. **Days and Periods of Use.** CDCHMA shall operate and maintain the PROPERTY as the historic museum commonly known as "Campo de Cahuenga." CDCHMA may hold meetings and other activities with the primary purpose of preserving and maintaining the PROPERTY and expanding collection of art, artifacts and exhibits, all for public benefit. Activities may include fund-raising, tours, community support, receiving and holding donations or grants, permitting facility use for fee and revenue sharing with RAP, including film and photograph production, and providing professional services appropriate to the historical restoration and development of the PROPERTY, all in accordance with the Campo de Cahuenga Program Description

attached hereto and incorporated herein as Exhibit-B. CDCHMA shall be entitled to use the PROPERTY as follows ("PERMITTED TIMES"):

- a. Permitted Hours of Operation: CDCHMA shall make PROPERTY available to public for permitted uses from 8:00 a.m. to 10:30 p.m. daily.
 - b. Access for repairs, maintenance, and program preparation: Daily from 6:00 a.m. to 10:30 p.m.
 - c. **Special Events:** CDCHMA shall make requests for use of PROPERTY or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Section 10 below, by completing a Building Use Application at least 30 days in advance of the particular activity or event and submitting it to the contact person in Notices, Section 24. An exception may be granted with written approval from RAP. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.
 - d. CDCHMA shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 6 of this AGREEMENT, CDCHMA, its staff, and public patrons and/or guests, whether or not involved in CDCHMA activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP General Manager or his or her designee.

Parking spaces may be permitted for off-site activities subject to facility use fees more fully described in Exhibit-D, attached hereto and incorporated herein.

8. **Maintenance and Repair of PROPERTY.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, CDCHMA, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein.
- a. CDCHMA accepts the PROPERTY in its condition at the date of execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or CDCHMA, and regardless of cause.

- b. CDCHMA, in performing required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate all maintenance and/or repair of PROPERTY. Such maintenance and/or repair shall be performed to the reasonable satisfaction of CITY, in accordance with the standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. CDCHMA will be responsible for daily clean-up and reasonable upkeep of the PROPERTY, including but not limited to the following:
 - (i) Keep the PROPERTY clean and safe at all times;
 - (iii) Pick up and dispose of trash and debris whether by CDCHMA's activity or activity of a CDCHMA contracted vendor so that it is not clearly visible to the public;
- d. CDCHMA shall immediately repair any damages to the PROPERTY, which occurs during, or is associated with, CDCHMA operations, or that is caused by CDCHMA's restoration, refurbishment, and/or maintenance of the PROPERTY; CDCHMA recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
- e. Any damage to glass, both exterior and interior of the PROPERTY, caused by CDCHMA's staff, volunteers, contractors, vendors, service representatives or permittees, which occurs during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of CDCHMA with glass of the same size, kind, and quality.
- f. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PROPERTY.
- g. CDCHMA shall be solely responsible to lock and secure the PROPERTY.
- h. To the extent resources are available, CITY may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by CITY. CDCHMA agrees and understands that CITY shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of CDCHMA to conduct operations, CDCHMA may undertake repairs at no cost to RAP or may suspend operations in accordance with Casualty and Condemnation, Section 16. RAP will provide no maintenance or repair to improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by CDCHMA.

- i. To the extent that needed repairs are not made, CDCHMA waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

9. Funding. All funds including, grants, donations, or any other funds received by CDCHMA in connection with the operation of the historic museum and/or related matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operations and maintenance of the PROPERTY, including but not limited to the operation of a historic museum on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of CDCHMA unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTY. If for any reason CDCHMA fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to Section 2 of this Agreement. CDCHMA may charge its patrons appropriate fees for programs, services, and/or activities offered by CDCHMA or permitted on the PROPERTY, in accordance with the Campo de Cahuenga Historical Museum Schedule of Facility Use Rates and Fees, attached hereto and incorporated herein as Exhibit-D.

10. Fundraising. CDCHMA may hold fundraising activities on PROPERTY, but must obtain prior written approval for the date and time from the RAP contact person referenced in Section 24 with notification to RAP Director-in-Charge referenced in Section 25 for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity in accordance with the procedure in Section 6. An exception may be granted with written approval from RAP. CDCHMA 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 at the PROPERTY must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PROPERTY, CDCHMA 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.I. of this AGREEMENT, unless written approval is obtained from RAP in advance.

11. Consideration Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for CDCHMA's use of the PROPERTY, shall be the provision of a historical museum program for the benefit of the general public at no cost to CITY, including but not limited to, CDCHMA's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any charges related to the provision of the activities by CDCHMA at the PROPERTY. Additionally, CDCHMA's use of the PROPERTY shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. Cost Recovery Reimbursement Fee. During the TERM of the AGREEMENT, CDCHMA shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for

costs related to utility, solid waste disposal (trash), and staff impacts incurred by RAP, which are associated with CDCHMA's use of the PROPERTY and not paid directly to respective service providers, as further described below. The total annual CRRF is One Thousand Four Hundred Seventy-Six Dollars (\$1,476.00), to be paid by CDCHMA to RAP between July 1st and July 15th of each current year. PARTIES may discuss and agree that the annual CRRF may be paid incrementally, whether semi-annually in the amount of Seven Hundred Thirty-Eight Dollars (\$738.00) due by July 10th and January 10th; quarterly in the amount of Three Hundred Sixty-Nine Dollars (\$369.00) due by the 10th of July, October, January, and April; or monthly in the amount of One Hundred Twenty-Three Dollars (\$123.00) due by the 10th of each month. Cost Recovery Reimbursement Fee(s) may be subject to change with advance written notice of no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category.

- (i) Utilities. Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the estimated, annual pro-rata shared cost of utility services used by CDCHMA operations at the PROPERTY (electricity, gas, water), shall be the sole responsibility of CDCHMA. The estimated annual utility expense for CDCHMA is Ninety-Six Dollars (\$96.00), and shall be paid by CDCHMA to RAP through utility fee reimbursements included in the total annual CRRF in paragraph 11(a) above.
 - (ii) Trash and solid waste disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on February 1, 2012 (Report No. 12-028), removal of solid waste (trash) and recyclables generated by CDCHMA's operations at the PROPERTY shall be at the sole expense of CDCHMA. The estimated, annual pro-rata shared cost of solid waste and recyclables removal and/or disposal, is One Hundred Forty-Four Dollars (\$144.00), which is included in the total annual CRRF in paragraph 11(a) above.
 - (iii) Staff Impact. Pursuant to the RAP policy regarding the impact(s) on RAP staff resulting from the operational activities conducted by non-profit organizations on park property, approved by the Board on July 19, 2012 (Report 12-217), CDCHMA shall pay to RAP an annual Staff Impact fee in the amount of One Thousand Two Hundred Thirty-Six Dollars (\$1,236.00), which is included in the total annual CRRF in paragraph 11 (a) above.
- b. Telephone and data lines. CDCHMA shall be responsible for the cost of telephone and data lines utilized by CDCHMA on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that CDCHMA uses.

- c. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CDCHMA is wholly responsible for timely payment of the Cost Recovery Reimbursement Fee regardless of written notification which is not required. Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnerships Division
221 N. Figueroa Street, Suite #180,
Los Angeles, California 90012

12. Alterations, Improvements and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. CDCHMA shall provide CITY detailed information and specifications for review and written approval by CITY, 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 CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CDCHMA.

13. Capital Project Proposal. When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, CDCHMA shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:

- a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- b. Should the project be conceptually approved by the BOARD, CDCHMA will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authorization and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, CDCHMA may be assessed an administrative fee to be determined by RAP for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to the CITY's conceptual approval of the proposed project.
- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.

- e. When prepared, CDCHMA shall submit fifty percent (50%) and ninety percent (90%) complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. CDCHMA shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- h. CDCHMA shall submit approved plans and specifications for final approval to:

City of Los Angeles Department of Recreation and Parks,
Planning, Construction, and Maintenance Branch,
221 N. Figueroa Street, 4th Floor
Los Angeles, CA 90012

- i. Upon receipt of final approval, CDCHMA may commence construction in coordination with CITY staff.

14. Insurance. Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, CDCHMA shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. CDCHMA or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. CDCHMA will insure 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-E attached hereto and incorporated herein by reference.

- a. CDCHMA shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. 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 CDCHMA sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to CDCHMA.
- b. If any of the required insurance contains aggregate limits or applies to other operations of CDCHMA outside of this AGREEMENT, CDCHMA shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against

such insurance that in CDCHMA's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. CDCHMA 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 cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, CDCHMA will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will 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 CDCHMA.
- d. CDCHMA's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest. CDCHMA 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 CDCHMA's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

15. Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CAMPO de CAHUENGA HISTORICAL MEMORIAL ASSOCIATION (CDCHMA) 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 CDCHMA'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 CDCHMA, 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.

16. Casualty and Condemnation. CDCHMA shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any

portion of the PROPERTY or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to CDCHMA's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide CDCHMA a replacement property for CDCHMA's use.

17. Hazardous Substances. PARTIES agree that PROPERTY shall be used in a manner consistent with its intended sole-purpose of operating a historical museum for the benefit of the public, within the scope of use set forth in this AGREEMENT. CDCHMA shall use PROPERTY in compliance with laws pertaining to hazardous substances. 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 CDCHMA to any governmental agency or third party under applicable statute.

18. Publicity. CITY and CDCHMA 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 AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and CDCHMA agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or CDCHMA, shall appropriately acknowledge the contributions of both CITY and CDCHMA. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the CITY and CDCHMA 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, CITY and CDCHMA 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 CDCHMA; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or CDCHMA, 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.

CDCHMA agrees that any public release or distribution of information related to this AGREEMENT or related project, 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"

19. Signage. Signs or banners of any kind not related to the operation of the historic museum shall be approved in writing by the BOARD and/or RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CDCHMA's expense, of any sign previously approved. On signage at PROPERTY, CDCHMA shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

20. 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 at PROPERTY shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies, including PROPERTY, 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. CDCHMA shall not charge any fees for film production conducted at PROPERTY.

21. Taxes and Possessory Interest. CDCHMA shall pay all taxes of whatever character that may be levied or charged upon the rights of CDCHMA to use the PROPERTY, or upon CDCHMA's improvements, fixtures, equipment, or other property thereon or upon CDCHMA's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. CDCHMA, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

22. Breach or Default by CDCHMA. The following occurrences constitute events of breach or default of this AGREEMENT: CDCHMA 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 PROPERTY as specified herein. CDCHMA'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.

23. Breach or Default by CDCHMA – CITY's Remedies. Upon the occurrence of one or more events of breach or default by CDCHMA, 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 CDCHMA, and if CDCHMA 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 CDCHMA, terminate this AGREEMENT without further delay, whereupon CDCHMA shall vacate the PROPERTY within sixty (60)

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 CDCHMA, perform or cause to be performed any of CDCHMA's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY 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.

24. Notices. Any notice, request for consent, or statement ("NOTICE"), that CITY or CDCHMA 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 CITY or CDCHMA 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:

If to CITY:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Division
221 N. Figueroa Street, Suite #180
Los Angeles, California 90012

Tel.: (213) 202-5600; fax: (213) 202-2614

With a copy to:

City of Los Angeles Department of Recreation and Parks
Attn: Valley Region Headquarters
6335 Woodley Avenue
Van Nuys, CA 91406

Tel.: (818) 756-8060; fax: (818) 908-9786

If to CDCHMA:

Deuk Perrin, President
Campo de Cahuenga Historical Memorial Association
418 Appleton Road
Simi Valley, CA 93065

Tel.: (805) 578-9236; Email: deuk_perrin@hotmail.com

25. RAP Director-in-Charge. CDCHMA shall at all times abide by the rules and regulations adopted by RAP or that may hereafter be adopted, and shall cooperate fully with RAP employees in the performance of their duties. For daily operational concerns with the facility, CDCHMA shall contact:

Alfred Tutungi
Sr. Recreation Director II, North Hollywood Recreation Center
11430 Chandler Blvd
Hollywood, CA 91601

Tel.: (818) 763-7651; Email: alfred.tutungi@lacity.org

26. Representations and Warranties. CITY and CDCHMA each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and CDCHMA, enforceable in accordance with its terms and conditions.

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

28. 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.

29. Merchandise. No merchandise shall be sold by CDCHMA on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.

30. Safety Practices. CDCHMA shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), CDCHMA must notify the RAP Director-in-Charge referenced in Section 25 as soon as possible but no later than twenty four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the RAP contact person referenced in Section 24 within seventy-two (72) hours. CDCHMA shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

31. EQUIPMENT, ARTIFACTS, RESEARCH MATERIALS AND OTHER MATERIALS.

Equipment, artifacts, or materials owned by CDCHMA shall be exhibited, used, and/or stored on PROPERTY only after execution of an inventory document ("Inventory Sheet") detailing every individual item, its use, location, ownership, and the term of exhibit, storage, and/or use. The Campo De Cahuenga Inventory Sheet shall detail all artifacts and/or materials owned by RAP and CDCHMA located on the PROPERTY. A sample of the Inventory Sheet is attached hereto and incorporated herein as Exhibit-F. PARTIES shall conduct an inventory annually, or more frequently, to confirm ownership of equipment, artifacts, and materials, with a copy of the inventory report maintained by PARTIES.

32. Ratification. At the request of RAP, and because of the need therefor, CDCHMA began performance of the responsibilities contained herein prior to execution of this AGREEMENT, which were required prior to the execution hereof. By execution of this AGREEMENT, RAP hereby accepts such service(s) subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its agreement with CDCHMA for such services(s).

33. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 10/17) [v. 2]" are incorporated herein by reference and attached hereto as Exhibit-G. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17) [v. 2]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, CDCHMA will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

34. Incorporation of Documents.

This AGREEMENT 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: Property Site Map
- Exhibit-B: Campo De Cahuenga Program Description
- Exhibit-C: Sample Performance Evaluation Form
- Exhibit-D: Schedule of Facility Use Rates and Fees
- Exhibit-E: Insurance Requirements
- Exhibit-F: Campo De Cahuenga Inventory Sheet
- Exhibit-G: Standard Provisions for City Contracts (Rev. 10/17) [v.2]

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit-A; 3) Exhibit-D; 4) Exhibit-B; 5) Exhibit-G; 6) Exhibit-F; 7) Exhibit-E; 8) Exhibit-C.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By: _____
President

By: _____
Secretary

Date: _____

CDCHMA:

CAMPO DE CAHUENGA HISTORICAL MEMORIAL ASSOCIATION, a California 501(c)(3) non-profit, corporation

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT-A

PROPERTY SITE MAP

Campo De Cahuenga
3919 Lankershim Blvd.
North Hollywood, CA 91604

The PROPERTY authorized for the operation and maintenance of the Campo De Cahuenga by CDCHMA, is illustrated below within the red square, excluding public right-of-ways.

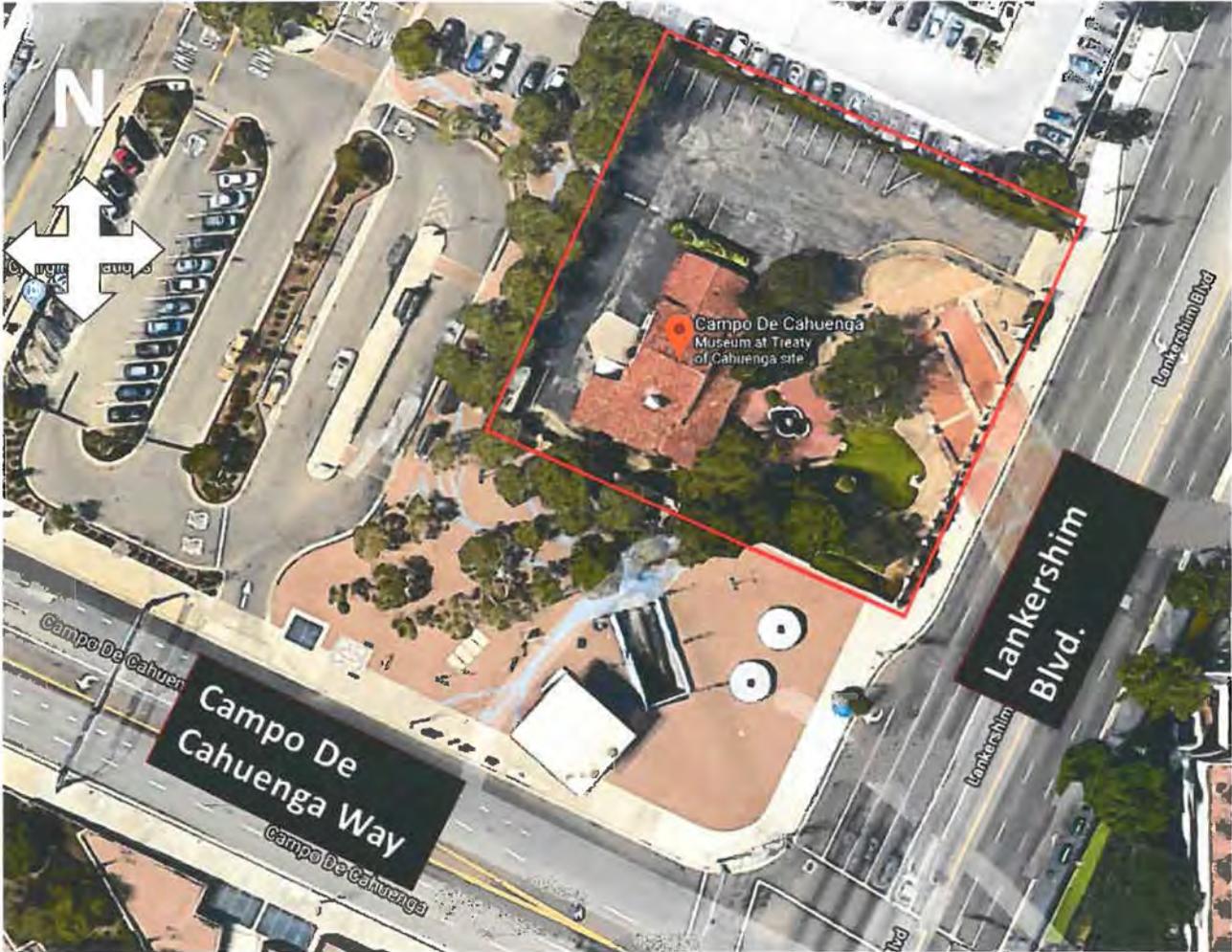


Exhibit-B

CAMPO DE CAHUENGA PROGRAM DESCRIPTION



Campo de Cahuenga is a small but important historical site located at the south eastern portion of the San Fernando Valley adjacent to NBC Universal and the Red Line Metro Station. It is the location where Colonel John C. Fremont accepted the capitulation of General Andres Pico ending the war with Mexico in what later became the State of California and where the United States accomplished "Manifest Destiny."

Our organization, the Campo de Cahuenga Historical Memorial Association maintains the museum housing important historical and cultural artifacts related to our California heritage, the native gardens, and the adobe exhibit under which the original building foundation of the Campo has been preserved. This property is owned by the City of Los Angeles and under management and control of the Department of Recreation and Parks.

It is our mission to preserve the unique historical significance of Campo de Cahuenga through development, advocacy, exhibition, education, and promotion. Our vision is to learn from history and better the future of our children.

The Association has a Board of Directors who meets each month of the year to further our goals of protecting and preserving the historical site.

Exhibit-C



Sample Performance Evaluation Form

**City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION**

PERFORMANCE REVIEW

ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/>
	ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)/ADDRESS & PHONE NUMBER	
CONTRACT NUMBER	CONTRACT EXPIRATION DATE
ORGANIZATION TYPE <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
AGREEMENT TYPE <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
DATE & TIME OF INSPECTION	REVIEW PERIOD COVERED
NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION	NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION
NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)	NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME
NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT	
<u>Describe activities at time of inspection</u>	

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
PROGRAM	<input type="checkbox"/>				
Collaboration enhances recreational opportunities (no duplication)					
Based on inspection or oral/written feedback, participants are enjoying/engaged in program					

Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					
Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
FINANCIAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
OUTREACH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement					
Is there a current waiting list? How many people are on it? Is there a fee? (attach a copy of the list and list the fee amount, if any)					
If space is available, what efforts did the organization make to recruit new participants during this review period?					
Organization provided demographic information and analysis (attach)					
Organization performed and provided annual surveys of participants or parents of participants about program (attach)					
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo					
Organization's web site links to the RAP web site (list website address if applicable)					
Department has approved all marketing materials					
		Improvement	Meets	Exceeds	

	Unsatisfactory	Needed	Standards	Standard	Outstanding
SAFETY COMPLIANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of program are fingerprinted and written verification is provided					
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)		CA#: Expiration Date:			
Adequate program staff to provide proper supervision and safety (list ratio of staff to participants)					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in a clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
ORGANIZATION COMPLIANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)		Date Due: Date Received:			
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)					
Is sub-leasing of the space occurring?					
Does Department have control over property usage during non-designated times (if applicable)					
Public Complaints resolved (attach, if any)					
Compliance Resolutions completed satisfactorily (attach, if any)					
List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)					

Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)	
--	--

OVERALL EVALUATION	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
	<input type="checkbox"/>				

PARTICIPANTS (OR PARENTS) - Comments / Complaints / Complements

SITE STAFF OR VOLUNTEERS - Comments / Issues/Requests

RAP STAFF (Recreation, Maintenance, Construction, Other)
Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)
Include any comments on how Partner is reaching out to community, and how well participation reflects community.

<u>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</u>

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF REVIEWER	
SIGNATURE OF REVIEWER	DATE

ATTACHMENTS <input type="checkbox"/> Participant Progress Stats <input type="checkbox"/> Annual Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> 990/Expenses <input type="checkbox"/> Demographic Analysis <input type="checkbox"/> Annual Surveys <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance Status <input type="checkbox"/> Annual Report <input type="checkbox"/> Legal/501c3 Status <input type="checkbox"/> Public Comments/Complaints <input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms <input type="checkbox"/> Other _____
--

Please sign below and return entire form within one week to acknowledge receipt of this performance review.

PRINT NAME AND TITLE OF SITE CONTACT	
SIGNATURE OF SITE CONTACT	DATE

EXHIBIT-D

SCHEDULE OF FACILITY USE RATES AND FEES

CAMPO DE CAHUENGA HISTORICAL MUSEUM
SCHEDULE OF FACILITY USE RATES AND FEES

FACILITY USE FEES

20% of retained fees are to be paid to the Department of Recreation and Parks General Fund Account (RAP). 80% to be retained by the Campo de Cahuenga Historical Memorial Association Account (CDCHMA) to be used to support the facility and grounds.

Outdoor Area

Includes Weddings, Meetings, Social Events, and Filming
 (Maximum capacity 400)

	<u>1- 3 hrs</u>	<u>4- 6 hrs</u>	<u>Each add'l hour</u>
Prime Time (Friday – Sunday & Holidays)	\$450	\$800	\$75
Non-Prime Time (Monday – Thursday)	\$250	\$500	\$50

Main Exhibit Room

Meetings include standard set-up of tables and chairs (Maximum capacity 70)

<u>1- 3 hrs</u>	<u>Each add'l hour</u>
\$250	\$50

To use both the Outdoor Area and Main Exhibit Room, the Outdoor Area Rate will apply.

A reservation deposit is required to reserve special events and group picnics and the amount is fifty percent (50%) of the total use fees to be paid.

Nonprofit organizations receive a \$150 discount for Outdoor Area events that are 1-3 hours long. Regular rates apply for events over 3 hours.

Please note: Pony rides and water features are not permitted and only moon bounces, including inflatable slides, from RAP's approved list are permitted. Petting zoos, if rental company insurance is submitted and approved in Track4LA system, are permitted if approved in writing in advance by CDCHMA.

Tours

Youth Groups and Senior Groups	Free
Adult Groups	\$50

Commercial Still Photography

Space is available for still photography on a case by case basis to ensure the preservation of the facility's contents, including historic artifacts and furniture on display.

Commercial Still Photography rate is \$50.00 per hour.

If a commercial photography request is approved, the Park Film Office must then be contacted at (323) 644-6220 to obtain a permit.

ALCOHOL SALES, SERVING, AND CONSUMPTION

ALCOHOL POLICY: City contracted bar service must provide and serve all beverages when alcohol is served.

SALES: Of the total gross receipts of Alcoholic Beverages (Beer and Wine only): 40% to be deposited into the Department of Recreation and Parks General Fund Account. 60% to be deposited into the Campo de Cahuenga Historical Memorial Association Account to be used to support the facility and grounds.

CONTROL: When alcoholic beverages are to be served, a Department employee shall be on duty and immediately available for the duration of the event. Permittee shall reimburse the Department for the full cost of any overtime worked by the employee during the scheduled event. In addition, for every 100 participants expected, the permittee shall employ the services of one uniformed security officer, but not less than two officers per event, unless there are 50 participants or less which only requires one officer.

Arrangements for the above must be obtained a minimum of four (4) months in advance. RAP General Manager and Board of Commissioners approval is required.

FEES: \$150 minimum refundable deposit (in addition to any reservation and security deposits).

CANCELLATION FEES

Cancellation or Postponement within 2 weeks of the event	100% of the security deposit
Cancellation or Postponement within 60 days of the event	50% of the security deposit
Cancellation or postponement prior to 60 days of event	40% of the security deposit

PAYMENT OF FEES

The total amount of all rental fees and deposits due shall be paid in full at least 30 days prior to the scheduled date of use, otherwise the reservation may be canceled.

PROHIBITED SPECIAL USE EVENTS

Revenue producing events, subletting or assignments of Special Uses are not permitted.

DEPARTMENT USE

Requests for use of these facilities must be submitted in writing and signed by an Assistant General Manager and approved by the General Manager or an appointed designee. There is no charge for approved Department use.

**CAMPO DE CAHUENGA HISTORICAL MUSEUM
GENERAL RULES AND REGULATIONS**

1. Applications for use of Campo de Cahuenga Historical Museum are accepted up to one year to the month of reservation. Reservation deposit (50% of total fees) is due at time of submitting application.
2. Cancellation Policy: Fees for the cancellation or postponement within 2 weeks of the event is 100% of the refundable security deposit, within 60 days of the event will be 50% of refundable security deposit; and prior to 60 days will be 40% of refundable security deposit.
3. Applicants must be twenty-one (21) years of age or older and submit applications in person. All applications are submitted to the Campo de Cahuenga Historical Memorial Association (CDCHMA) representative.
4. Deposits will be kept by CDCHMA if any part of the permit has not been met by the applicant, their guest or contracted vendors. This includes any damage by the applicant, their guests, and/or contracted vendors. If all the requirements of the permit have been met, the deposit will be refunded 4-6 weeks after the event. Deposit will be refunded only in the permit holder's name and cannot be changed.
5. Use of the facility before and after the event for activities including food handling, decorating, set-up, deliveries, extra clean-up, pick-up, etc. must be included in time frame in which the facility is being rented.
6. All other fees are due thirty (30) days prior to the event. If the facility is rented less than 30 days prior to the event, fees are due five (5) days after confirmation.
7. All fees must be paid in cash, check or money order.
8. Activities and events connected with the rental event, such as promotion, advertising, programs, and invitations must be reviewed and approved in advance by CDCHMA.
9. No structure may be erected or assembled on the premises, nor may any electrical, mechanical or other equipment be brought thereon for use in an event, unless approved by CDCHMA.
10. No decorations may be fastened to any part of the building or shrubbery. The use of glitter, confetti, and rice and/or bird seed is prohibited. No staples, pins or nails may be used on any part of the building or equipment. No balloons may be released on the facility. Any decoration, special effects of lighting planned in connection with the event must be reviewed and approved in advance.
11. The facility, gardens, grounds, and equipment are to be left at the conclusion of the event in the same order, condition, and degree of cleanliness as existed at the beginning of the rental.
12. Permission and approvals of a rental event is exclusive to the permittee and not transferable to any other person or organization.
13. Security, catering, clean up, are the responsibility of the permittee.

I have read and agree to adhere to the above listed policies.

Signed _____ Date _____

With the exception of Section 2 (Term and Termination), Section 30 (Ratification) and Exhibit D (Campo de Cahuenga Historical Museum Schedule of Facility Use Rates and Fees), as stated above, the remainder of the terms and conditions of Agreement No. 3473 shall remain unchanged and in full force and effect. Should any provision of Agreement No. 3473 conflict with this SUPPLEMENTAL AGREEMENT, the terms and conditions of this SUPPLEMENTAL AGREEMENT shall prevail.

EXHIBIT-E

INSURANCE REQUIREMENTS

Form Gen 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Campo de Cahuenga Historical Museum Association (CDCHMA) Date: 1/5/2019

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 Statutory
EL

General Liability City of Los Angeles must be named as an Additional Insured 1,000,000
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

Surety Bonds - Performance and Payment (Labor and Materials) Bonds
Crime Insurance

Other:
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://cao.lacity.org/nsk/InsuranceForms.htm
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.

CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS
(Rev. 10/09)**

(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. **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 may be accepted. **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.

Acceptable Alternatives to **Acord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through Track4LATM will delay the insurance approval process as documents will have to be manually processed.**

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 through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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.

Exhibit-F

Campo De Cahuenga Inventory Sheet

[Attached as a separate document]

Exhibit-G

Standard Provisions for City Contracts (Rev. 10/17) [v. 2]

[Attached as a separate document]