

APPROVED

APR 04 2018

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-052

DATE April 04, 2018

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON – FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF RUNYON CANYON FOUNDATION FOR AN EXTENSION OF THE TERM FOR APPROXIMATELY THIRTY TWO (32) MONTHS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF PERMITS TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF THE CITY CEQA GUIDELINES

A.P. Diaz _____
R. Barajas _____
H. Fujita _____

V. Israel _____
S. Piña-Cortez _____
*N. Williams NDiv



General Manager

Approved X Disapproved _____ Withdrawn _____
With correction to Attachment 1

RECOMMENDATIONS

1. Approve the First Amendment (First Amendment) (Attachment 1) to the Memorandum of Understanding (MOU) (Attachment 2), between the Department and the Friends of Runyon Canyon Foundation (FOR), Inc., a California non-profit corporation, to extend the term of the MOU for approximately thirty two (32) additional months, with an expiration date of December 17, 2020.
2. Find the First Amendment to the MOU is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14);
3. Authorize the Board President and Secretary to execute the proposed First Amendment to the MOU subsequent to all necessary approvals.

SUMMARY

On December 14, 2016, the Board of Recreation and Park Commissioners (Board) approved the MOU between the City of Los Angeles (City) and FOR, authorizing FOR to raise funds for the restoration, preservation, and enhancement of Runyon Canyon Park (Park) based on the goals identified in the 1986 Runyon Canyon Park Master Plan. Runyon Canyon Park is located at 2000 North Fuller Avenue, Los Angeles, California 90046, which comprises one hundred sixty (160) acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape, along with a designated off-leash dog area, and picnic tables. FOR is a nonprofit public benefit

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corporation that became incorporated in California in 2014, for the purpose of improving the quality of the Park for visitors. FOR's mission is to raise funds and awareness for the preservation, maintenance, protection and beautification of the Park.

The term of the MOU commenced on the date of execution of the MOU, which was December 18, 2017, and expired on April 14, 2018.

The MOU allows FOR to secure private funding and donations to assist the Department's ability to maintain and make needed park improvements as identified through partnership with the community. FOR provides recommendations to the Department based on community and park user surveys and to assist the Department in evaluating the acceptance of a proposed project/improvement. Since its inception, FOR has been able to secure funding at an increased amount each year. In accordance with the existing MOU, and with the generous support and contributions from various donors, including the Hollywood Hills West Neighborhood Council (HHWNC), FOR has worked diligently over the past approximate three (3) years to help improve the Park with new benches, bike racks, dog waste dispensers, trash containers, water fountains, trail restoration, and a renovated Park kiosk and message boards. These improvements enhance the experience of Park visitors at no cost to the Department, making this collaboration a valued partnership.

Therefore, staff recommends the MOU be extended for an additional time of approximately thirty two (32) months, with a new expiration date of December 17, 2020. All other terms and conditions will remain unchanged. FOR's performance of the Park fundraiser will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the MOU. FOR shall continue to accept full liability for their operations and responsibility to maintain appropriate insurance protecting the City's interests in accordance with RAP policies.

ENVIRONMENTAL IMPACT STATEMENT

An extension of the MOU between RAP and FOR to raise funds and seek donations will aid in the preservation, maintenance, enhancement and improvement of the Runyon Canyon Park, with no expansion of use and is categorically 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.

FISCAL IMPACT STATEMENT

Funding improvements and enhancements at Runyon Canyon Park by FOR, HHWNC or other donating partners positively impacts the Department's General Fund.

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

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LIST OF ATTACHMENTS

- 1) Proposed First Amendment to MOU
- 2) Memorandum of Understanding

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
AND
FRIENDS OF RUNYON CANYON FOUNDATION, INC.
ESTABLISHING RESPECTIVE ROLES AND RESPONSIBILITIES, AND RELATIONSHIP TO
PRESERVE, MAINTAIN AND SUPPORT RUNYON CANYON PARK**

This FIRST AMENDMENT to MEMORANDUM OF UNDERSTANDING (“AMENDMENT”) is made this _____ of _____, 20____, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (collectively, “CITY”), and Friends of Runyon Canyon Foundation, Inc. (“FOR”), a California 501(c)(3) non-profit corporation. CITY and FOR may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WITNESSETH

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly known as Runyon Canyon Park, located at 2000 N. Fuller Avenue, Los Angeles, CA 90046, with grounds consisting of approximately 136.76 acres of open-space parkland, including walking trails, an off-leash dog park, and passive recreation areas (“PROPERTY”); and

WHEREAS, on December 14, 2016, the Board of Recreation and Park Commissioners (“BOARD”) approved that certain Memorandum of Understanding (“MOU”) between CITY and FOR establishing the respective roles, responsibilities and financial relationship between the CITY and FOR with respect to fundraising for maintenance, preservation and support of the PROPERTY (Report No. 16-255); and,

WHEREAS, the MOU was executed on December 18, 2017, for an eighteen (18) month term (“TERM”), but with an additional stipulation that the TERM not go beyond April 14, 2018; and,

WHEREAS, on January 27, 2018, FOR notified RAP that FOR wishes to continue its collaboration with CITY under the same terms and conditions of said MOU, for an additional three (3) year term commencing on April 15, 2018, following the MOU’s date of expiration; and,

WHEREAS, RAP desires to continue its collaborative relationship with FOR under the same terms and conditions of the MOU as written, for the benefit of the PROPERTY and its visitors, pursuant to this AMENDMENT approved by the BOARD at their meeting on [_____date_____](Report No. XX-XX)].

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

Section 2 – Term and Termination

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

“The term of this MOU (“TERM”) shall become effective on the date of execution by the PARTIES, and shall remain in effect for three (3) years ~~XXXXXX,XXXXX~~ from the date of execution but not beyond ~~XXXXXX~~ December 17, 2020.

Early Termination – Either PARTY shall have the right to terminate this MOU for any reason during the TERM, upon ninety (90) days written notice to the other PARTY.

Section – Ratification

Pursuant to the mutual concurrence of PARTIES and the need thereof, PARTIES agreed to begin performance of the obligations and responsibilities stipulated in the MOU and required herein, prior to the execution of this AMENDMENT. PARTIES hereby accept such obligations and responsibilities, subject to all the terms and conditions of the MOU and this AMENDMENT.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AMENDMENT to MOU 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 Runyon Canyon Foundation, Inc., a 501 (c)(3) California non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
ACTING BY AND THROUGH
THE BOARD OF RECREATION AND PARK COMMISSIONERS
AND
FRIENDS OF RUNYON CANYON FOUNDATION, INC.
ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP
TO PRESERVE, MAINTAIN AND SUPPORT RUNYON CANYON PARK**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this 18th day of December, 2017, 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 RUNYON CANYON FOUNDATION, INC. (hereinafter, "FOR"), a California 501(c)(3) nonprofit public benefit corporation. CITY and FOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

- A. Through its Department of Recreation and Parks ("RAP"), the CITY owns and operates real property commonly referred to as Runyon Canyon Park, located at 2000 N. Fuller Avenue, Los Angeles, California, 90046 ("PARK"), with grounds consisting of approximately 136.76 acres of open-space land, including walking trails, an off-leash dog park, and passive areas, as generally illustrated by the site plan attached hereto and incorporated herein by reference as Exhibit-A.
- B. FOR is incorporated as a State of California 501(c)(3) nonprofit public benefit corporation, whose mission is to raise funds and awareness for preservation, maintenance and beautification of the PARK.
- C. FOR is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FOR 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 FOR Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FOR, with respect to fundraising for maintenance, preservation, and support of the PARK.

CITY and FOR hereby agree and understand as follows:

1. Fundraising.

- a. Authority to Raise Funds. FOR shall be authorized to raise funds for the benefit of the PARK. Any proposed improvements, project proposals, and/or scheduling of on-site park events (collectively FOR Proposal) regarding or within Runyon Canyon Park shall first be subject to an initial review and approval by RAP at the staff level, and if approved, RAP shall notify and discuss the FOR Proposal with the Office of Council District 4 (CD-4). Any and all funds FOR raises for the PARK shall be used exclusively for RAP approved projects and events, in conjunction with the preservation and maintenance of the PARK. Should RAP approve or support a FOR Proposal, RAP shall

notify the Hollywood Hills West Neighborhood Council (HHWNC) President in writing, to enable HHWNC to hold a publicly noticed meeting to allow HHWNC and its stakeholders the opportunity to provide meaningful feedback and/or recommendation(s) to RAP before a final recommendation is made to the Board of Recreation and Park Commissioners ("BOARD"). RAP shall allow HHWNC thirty (30) days from the date of HHWNC's receipt of RAP's notification of the FOR Proposal, to provide such feedback and/or recommendation(s) to RAP in writing, prior to RAP making a recommendation to the BOARD for final approval. In order to obtain additional input from potential stakeholders and PARK visitors who may not reside within communities under HHWNC purview, RAP shall also provide notification to the Department of Neighborhood Empowerment ("DONE") of such FOR Proposals, for distribution among other potentially impacted neighborhood councils.

- b. Fundraising at the PARK. FOR shall be authorized to conduct fundraising activities during daylight hours at the PARK, in coordination with and subject to prior notice to and approval by RAP. RAP shall retain all rights to conduct its own programs, fundraising, recreational activities and special events at the PARK at its sole discretion. RAP shall also retain the right to authorize any third-party organizations and/or other individuals or groups the right to conduct fundraising, special events, recreational programs, and other activities for participation or improvement at the PARK, pursuant to RAP's permitting and agreement policies. FOR shall not have any independent authority to authorize third-party activities within the PARK.
- c. Donor Recognition. Any and all recognition provided to donors supporting the PARK, shall be subject to review and approval by RAP, consistent with the RAP Sponsorship Recognition Policy (Report No. 13-160, June 5, 2013). Should RAP approve or support a FOR Proposal, RAP shall notify the HHWNC President in writing, to enable HHWNC to hold a publicly noticed meeting to allow HHWNC and its stakeholders the opportunity to provide meaningful feedback and/or recommendation(s) to RAP with sufficient time before a final recommendation is made to the BOARD. As above in Section 1.a., RAP shall allow HHWNC thirty (30) days from the date of HHWNC's receipt of RAP's notification of any proposed donor recognition related to a FOR Proposal, to provide feedback and/or recommendation(s) prior to RAP making a recommendation to the BOARD for final approval of proposed donor recognition related to a FOR Proposal. Additionally as above, RAP shall also provide such notification to DONE for distribution among other potentially impacted neighborhood councils for their awareness of proposed donor recognition related to a FOR Proposal.
- d. Gift Agreements. Gifts of capital improvements at RAP facilities, equipment, materials, funds, or in-kind services provided to the CITY for the PARK by FOR as gifts, shall be subject to acceptance by the BOARD through donation reports and/or negotiated gift agreements executed by and between the CITY and FOR, and when applicable, third-party contributor(s). Such reports and gift agreements shall be prepared by RAP and approved by the City Attorney and the BOARD.
- e. Right of Entry Permits. The provision of services consisting of events, and or the implementation of improvements at the PARK may, in addition to the above, be subject to the issuance of a Right of Entry Permit ("ROE") by RAP, which shall be determined on a case by case basis. The terms and conditions of the ROE will include a description of

the activities to occur, the process involved, and details stipulating the terms and conditions for the permittee's access to the PARK.

- f. General Access to the PARK. RAP authorizes FOR to have access to the PARK for purposes of conducting surveys and other research in furtherance of FOR's fundraising, public outreach, and proposal preparation. PARTIES agree that by FOR being granted such authorization, and conducting such activities, in no way constitutes RAP's approval of a FOR Proposal, as all FOR Proposals shall be subject to RAP's prior approval, as described in Section 1.a. above. Unless agreed to by RAP in advance and in writing, RAP shall bear no financial obligation associated with any expense incurred by FOR in conducting the activities described above.

2. Term and Termination. The term of this MOU ("TERM") shall become effective on the date of execution by the PARTIES, and shall remain in effect for eighteen (18) months from the date of execution, but not beyond April 14, 2018.

Early Termination - Either PARTY shall have the right to terminate this MOU for any reason during the three (3) year TERM, upon ninety (90) days written notice to the other PARTY.

3. 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.

4. Insurance. FOR shall be fully insured, and as a requirement of this MOU, FOR 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. FOR 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 FOR's 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.

5. Signage. No FOR signs or banners of any kind will be displayed in the park or any entrance to the park without prior written authorization by RAP, including but not limited to donor recognition signage which is subject to RAP and BOARD approval and in conformance with the above notification requirements to HHWNC.

6. Publicity. FOR agrees to cooperate and coordinate with respect to the nature, text, and timing of any proposed press release or public announcement(s) concerning the existence of this MOU, the use or promotion of the PARK, the acquisition of any real property, or construction of any improvements at the PARK. Further, any press release, public announcement, marketing materials, or brochures to be prepared by FOR, shall be subject to RAP review and approval prior to any release or implementation.

7. Internet Cross Promotion and Use of Marks. FOR shall not use RAP's trademarks, trade names or logos without RAP's prior written approval.

8. 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. FOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FOR 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 FOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

9. Financial Statements. Annual financial statements or financial status reports, including expense reports for FOR, will be provided to RAP within ninety (90) days following the end of FOR's fiscal year (January 1st through December 31st).

10. Board of Directors. FOR has provided RAP with a current list of the FOR Board of Directors, and agrees to include a subsequent current list of the same each year when submitting its annual financial statement to RAP. If during the TERM of this MOU there is a change to the list provided to RAP previously, FOR agrees to provide RAP with a quarterly update of any changes to the FOR Board of Directors.

11. Disposition of Assets upon Liquidation. FOR's Articles of Incorporation provide that upon liquidation its net assets will be transferred to another California non-profit public benefit corporation with similar purposes, such as the Los Angeles Parks Foundation. RAP shall have no obligation to enter into any MOU or Agreement with such successor organization, unless agreed to by RAP and approved by the BOARD.

12. 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

Exhibit C: FOR Board of Directors

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; 4) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

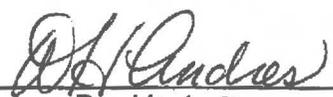
This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in writing and signed by both PARTIES hereto.

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

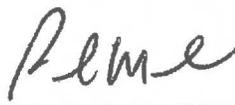
CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

FRIENDS OF RUNYON CANYON FOUNDATION, INC., a 501(c)(3) California non-profit public benefit corporation

By: 
President

By: 
President, DON ANDRES

By: 
Secretary

By: 
Vice President, PAUL MOORE

Date: 12/13/17

Date: 11/20/2017

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 
Deputy City Attorney

Date: 12/18/17

Exhibit A
Premises Site Map

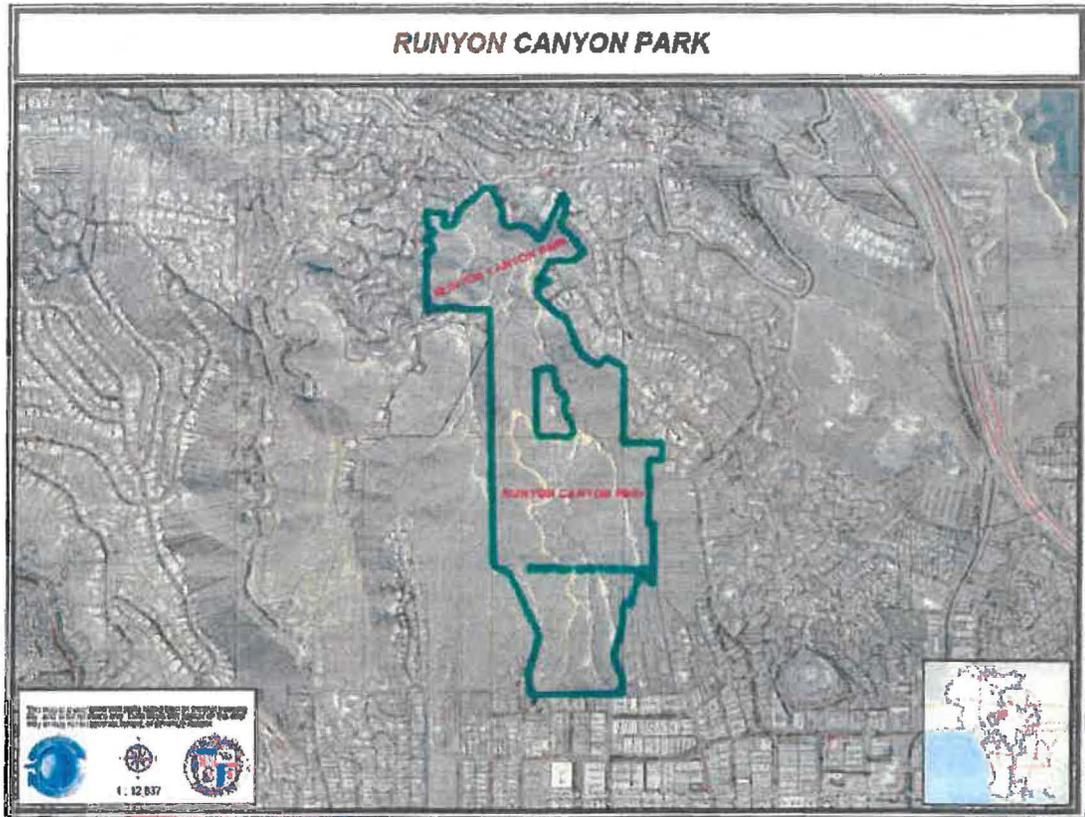


Exhibit B

Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Friends of Runyon Canyon Foundation, Inc. Date: 08/01/2014

Agreement/Reference: Runyon Canyon Park, 2000 North Fuller, Los Angeles, CA 90046

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

<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
---	---

WC Statutory
EL \$1,000,000

General Liability \$1,000,000

<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/>	

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

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

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

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

Pollution Liability

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 Runyon Canyon Foundation has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirements" located at <http://cao.lacity.org/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.

Exhibit C

Friends of Runyon Canyon Foundation

Board of Directors

Don Andres

Travis Gemoets

John Gile

Shawn Meaux

Paul Moore

Josh Myler

Megan Pope

John Schwartz

Stacy Sillins

Susan Taylor

Roz Wolpert