

# APPROVED

DEC 12 2018

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 18-244

DATE: December 12, 2018

C.D. 12

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: OAKRIDGE RESIDENCE – AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) WITH THE FRIENDS OF OAKRIDGE, TO REVISE CERTAIN TIMING OF NOTICE PROVISIONS AND EXTEND THE TERM FOR ONE ADDITIONAL YEAR, WITH REMAINING TERMS AND CONDITIONS UNCHANGED

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

*N. Williams*  
\_\_\_\_\_  
General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed Amendment (Amendment) to the MOU between the City of Los Angeles (City) and Friends of Oakridge, a California 501(c)(3) non-profit public benefit corporation (Attachment 1), to extend the term of the MOU by one (1) additional year and revise timing requirements for event and activity reservations, with all other terms and conditions remaining unchanged, for the preservation, restoration, and support of the Oakridge Residence, subject to the approval of the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners' (Board) Secretary to transmit the proposed Amendment to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals.

SUMMARY

The Friends of Oakridge (Organization) was formed in 2011, with a mission to restore, preserve, and support the Oakridge Residence (Oakridge) located at 18650 Devonshire Street, Northridge, CA 91324, designated as Los Angeles Historical-Cultural Monument No. 484. The Organization began its working relationship with the Department of Recreation and Parks (RAP) in 2014, through an initial MOU executed on September 3, 2014. The purpose of the MOU was to establish the respective roles, responsibilities, and financial relationship between the City and Organization, with respect to fundraising for the benefit of Oakridge and enjoyment of its visitors, Los Angeles historians, and stakeholders. Oakridge is a two-story, 6,000 square-foot

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Tudor style residential structure within grounds of approximately 9.47 acres, and past residence of the late actress, Barbara Stanwyck.

The original 2014 MOU carried only a one (1) year term, with an original expiration date of September 2, 2015. On August 12, 2015, the Board approved a First Amendment to the MOU extending the term to September 2016. Subsequently, through internal staff discussions and evaluation of the Organization's activities under original arrangements, it was determined that a new MOU should be presented and executed with revised terms and conditions. The Organization concurred, presenting revised terms and conditions to be combined with those determined by RAP.

On August 10, 2016, the Board approved a second MOU between the City and Organization with revised terms and conditions, but with the same intent of preservation, restoration, and support of the Residence (Report No. 16-167). This MOU (Attachment 2) was also for a one (1) year term, but with an option to renew for one (1) additional year. The MOU was executed on December 16, 2016, and the one-year renewal option was subsequently exercised in November 2017. The MOU is due to expire on December 16, 2018.

Although Oakridge has yet to be restored, pending completion of the Oakridge Residence Treatment Plan's preparation through RAP's Environmental Unit with the assistance of an outside environmental consultant, and completion of the adjacent park development project through the City's Bureau of Engineering, the working relationship with the Organization has proven beneficial through public exposure and awareness of Oakridge via the public tours conducted by the Organization in coordination with Valley Region Maintenance Staff. Included with this Report as Attachment 3 is a summary of the Organization's 2018 activities from January through October, which includes some of the Organization's challenges, accomplishments, and future plans.

As the MOU is due to expire this December 2018, staff recommends that the current MOU with the Organization be amended to extend the term for an additional year. The Organization also requested that they be allowed additional time, up to three (3) months in advance, to request approval of event and activity reservations prior to the requested reservation dates. This additional request was discussed with Valley Region Maintenance staff who coordinate with the Organization on such matters, and they agreed to the request. Thus, staff recommends that the MOU be amended to allow the Organization more time in advance to submit event and activity reservation requests to RAP, with all other terms and conditions of the MOU remaining unchanged, in order to allow the Organization to continue its work providing tours and raising funds to restore and preserve the Oakridge Residence.

### FISCAL IMPACT STATEMENT

Approval of the proposed Amendment does not have any adverse impact on RAP's General Fund as Organization's activities complement and assist RAP's restoration and preservation efforts.

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This Report was prepared by Raymond Chang, Management Analyst, Partnership Division.

LIST OF ATTACHMENTS

- 1) Amendment to MOU
- 2) MOU
- 3) Friends of Oakridge 2018

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

THIS FIRST AMENDMENT (“Amendment”) to that certain Memorandum of Understanding (“MOU”) between the City of Los Angeles and Friends of Oakridge, a California 501(c)(3) nonprofit public corporation is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between the City Of Los Angeles, acting by and through its Board of Recreation and Park Commissioners (“CITY”) and Friends of Oakridge, a California 501(c)(3) non-profit public benefit corporation (“ORGANIZATION”). CITY and ORGANIZATION may be referred to collectively herein as “PARTIES.”

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

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

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

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

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

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

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

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

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

1. Extension of Term

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

The term of this MOU ("TERM") shall be three (3) years, from December 16, 2016 to December 16, 2019. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend to, but are not obligated, to negotiate and execute a subsequent agreement at the end of the TERM of this MOU, that includes additional roles and responsibilities with respect to OAKRIDGE.

2. Use of OAKRIDGE by FRIENDS

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

FRIENDS is authorized no-charge use of the grounds and facilities at OAKRIDGE to conduct FRIENDS' activities, including but not limited to cultivation events, tours, fundraising activities, and educational events, subject to prior approval by and coordination with RAP, in support of FRIENDS' specific purposes. FRIENDS may request such approval up to three (3) months in advance prior to the requested reservation date. Out-of-pocket expenses, including but not limited to staff costs, rental fees, supply costs, and catering expenses shall be paid by FRIENDS.

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

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

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

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

### 3. Ratification

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

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

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

First Amendment to Memorandum of Understanding  
Friends of Oakridge  
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Date: \_\_\_\_\_

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

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this day of DECEMBER 14, 2016, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS OF OAKRIDGE, a California 501(c)(3) nonprofit public benefit corporation, (hereinafter "FRIENDS"). CITY and FRIENDS may be referred to herein individually as "PARTY" and/or collectively herein as "PARTIES".

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

CITY and FRIENDS hereby agree and understand as follows:

1. Fundraising.

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

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

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

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

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

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

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

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

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

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

The following conditions are understood and agreed to by FRIENDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: Site Map

Exhibit B: Form for Reporting Non-City Employee Injuries

Exhibit C: Insurance Requirements and Instructions for Submitting Insurance

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

[SIGNATURE PAGE TO FOLLOW]

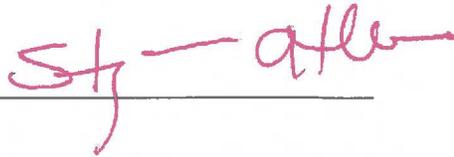
This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both PARTIES hereto.

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

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

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

By:   
President

By: 

By:   
Secretary

Title: President

Date: 12/14/2016

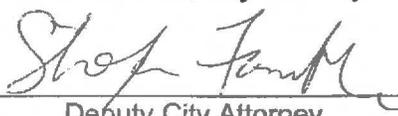
By: 

Title: Secretary

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

Date: 11/21/16

By:   
Deputy City Attorney

Date: Dec 16, 2016

**Exhibit A  
Site Map**

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



**OAKRIDGE** Grounds

18650 Devonshire St,  
Northridge, CA 91324



**OAKRIDGE** Residential Structure  
and surrounding grounds.

## Exhibit-B

### Form for Reporting Non-Employee Injuries

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

## Exhibit C Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: Friends of Oakridge

Date: 02/10/2014

Agreement/Reference: Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire St, Northridge, CA 91324  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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

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

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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



**Friends of Oakridge**  
**Report to Los Angeles City Department of Rec and Parks**  
**Jan. 1 2018 – Oct. 31, 2018**

The Friends of Oakridge mission, in participation with the City of Los Angeles Department of Recreation and Parks, is to restore the unique cultural significance of The Oakridge Estate through preservation, education, cultural community events, historic tours and protection of open space. Through grants, community appeals and programming, Friends' will provide funding for preservation not supported in the Los Angeles City budget.

**Asset Transfers to Recreation and Parks Department**

Friends replaced a significant Oak Tree planted in front of house by Barbara Stanwyck in 1937 and recently lost to drought and disease. Irrigation and decorative landscaping was also included. Value of assets transferred was \$13,500.

**Other Accomplishments**

- Regularly scheduled 90 minute docent led historic tours continue to routinely sell out and be a primary source of fundraising. Typically filling to capacity as determined by parking restrictions, for the first 3 quarters of 2018 roughly 375 visitors paid \$15 to join our tours.
- In June 2018, Friends launched a new website. Easy to navigate and showcasing community research and vintage photos, the site has attracted an audience beyond Los Angeles County. International online visitors represent roughly 3% of web traffic. Countries represented include Germany, Israel, United Kingdom, Philippines, Sweden, Afghanistan, Austria, Australia, China, Spain, France, Ireland, Japan and more. Roughly 40% of online visitors are outside Los Angeles County.
- Friends hosted a Facebook group of Stanwyck fans from Thailand, Pennsylvania and California.
- At September 30, 2018, Friends had accumulated a mailing list of roughly 2300 names.
- After funding the Oak Tree planting and irrigation installation, Friends has roughly \$10,000 in cash accumulated from community contributions.
- Friends continues to nurture relationships with potential large donors.

**Constraints**

- Parking is limited to space available on the driveway in front of the house
- No public restrooms – Friends rents a temporary facility for all events
- Limited advance access to property – Friends has been limited to requesting access 30 days in advance of events, creating an additional planning challenge.
- RAP historic house treatment plan not finalized.

**Near Term Goals**

- Expand programming to increase audience diversity and attendance.
- Increase annual fundraising targets
- Promote year end 2018-2019 fundraising campaign.
- Develop community partnerships
- Work with RAP to prioritize and implement restoration.

**Friends of Oakridge**  
**2018 Statement of Financial Activity**  
 As of October 31, 2018

REVENUES						EXPENSES													NET INCOME				
Public Tour	Group Tour	Cash Donations	Cash Donations	In-kind Donations	Total Revenue	Bookeo	WIX	hopper	GoDaddy	Constant Contact	Donor Box	Tech Support	United Site	Insurance	Shipping & Office	Training	Misc	Refund	Adjustment to Income	TRANSFER TO LOS ANGELES	Total Expense	Net Change In Assets	
Jan	165.00	180.00	149.15		494.15	(39.95)				(49.00)	(19.00)	(210.00)		(143.67)	(54.82)	(221.78)	(200.00)				(938.22)	(444.07)	
Feb	555.00	25.00	317.25		897.25	(39.95)			(136.86)			(34.00)		(290.67)	(17.49)	(12.47)	(231.58)				(763.02)	134.23	
Mar	630.00		3,075.00	10,000.00	13,705.00	(39.95)			(119.88)					143.67		(2.56)	(297.66)				(316.38)	13,388.62	
Apr	1,410.00	630.00	205.00	255.00	2,500.00	(39.95)							(50.96)			(7.65)					(98.56)	2,401.44	
May	405.00	630.00	730.64	1,026.76	3,000.00	5,792.40	(39.95)					(501.00)		(75.00)				(30.00)			(645.95)	5,146.45	
Jun	405.00	80.00	1,578.82		2,063.82	(39.95)								(289.00)			(10.00)	(60.00)		(13,500.00)	(13,898.95)	(11,835.13)	
Jul					0.00	(39.95)	(2.99)	(28.77)					(101.92)	(444.89)			25.00	(15.00)			(608.52)	(608.52)	
Aug					0.00	(39.95)	(2.99)	(29.39)				(118.00)									(190.33)	(190.33)	
Sep					0.00	(39.95)	(2.99)	(30.06)									(25.00)				(98.00)	(98.00)	
Oct	795.00	420.00	90.00	10,000.00	11,305.00	(39.95)	(2.99)	(30.77)	(263.55)	(383.58)		(50.00)	(148.25)								(919.09)	10,385.91	
Nov					0.00																	0.00	0.00
Dec					0.00																	0.00	0.00
<b>Total</b>	<b>4,365.00</b>	<b>1,680.00</b>	<b>1,310.64</b>	<b>6,401.98</b>	<b>23,000.00</b>	<b>36,757.62</b>	<b>(399.50)</b>	<b>(11.96)</b>	<b>(118.99)</b>	<b>(520.29)</b>	<b>(432.58)</b>	<b>(19.00)</b>	<b>(863.00)</b>	<b>(202.88)</b>	<b>(1,247.81)</b>	<b>(79.96)</b>	<b>(236.81)</b>	<b>(739.24)</b>	<b>(105.00)</b>	<b>(13,500.00)</b>	<b>(18,477.02)</b>	<b>18,280.60</b>	

**NOTES: ASSET TRANSFER TO LOS ANGELES REC AND PARK DEPT: June 2018 Oak Tree and Irrigation in front of house**

**In-kind donations include programming for new website, and donated landscaping and landscaping services for front and back of property - subject to approval by RAP**