

APPROVED

Sept 15 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-245

DATE: September 15, 2022

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK – MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF RUNYON CANYON FOUNDATION. FOR CONTINUED SUPPORT OF RUNYON CANYON PARK

AP Diaz _____

*M. Rudnick MR

H. Fujita _____

C. Santo Domingo _____

B. Jackson _____

N. Williams _____

General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed new Memorandum of Understanding (MOU) between The Friends of Runyon Canyon Foundation (FOR) and the Department of Recreation and Parks (RAP) in substantially the form attached to this Report as Attachment 1, for the continued support of Runyon Canyon Park and reaffirming the respective responsibilities and roles for fundraising and other support of Runyon Canyon Park, subject to approval of the City Council, and City Attorney as to form;
2. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the MOU subsequent to all necessary approvals.

SUMMARY

The Department of Recreation and Parks (RAP) has a longstanding, successful history of establishing working relationships with outside entities for support of RAP parks and programs. In addition to nonprofit private foundations, corporate sponsors, donors, and organizations providing programs and services to local communities, RAP has entered into various agreements with public-benefit, nonprofit organizations acting as "Friends of" groups who independently fund raise and support RAP parks and programs through monetary, capital, and in-kind contributions to RAP. These relationships have proven to be extremely beneficial to assist with cost savings for park improvements and programs at little or no cost to RAP, while also benefiting the well-being of local communities and their residents through improved facilities and expanded programs.

BOARD REPORT

PG. 2 NO. 22-245

The Friends of Runyon Canyon Foundation (FOR), a 501(c)(3) nonprofit public benefit corporation, approved by the IRS in July 2014, and incorporated in California on February 3, 2014, has been supporting Runyon Canyon Park (Park) and RAP since its inception. FOR's mission is to raise funds and awareness for the preservation, maintenance, protection, and beautification of Runyon Canyon Park. The primary purpose of RAP's relationship with FOR is to improve the quality of the Park for all visitors. On December 16, 2016, the Board approved a prior MOU between RAP and FOR under Report No. 16-255, attached hereto as Attachment No. 2 (Previous MOU), which was executed on December 16, 2017, with an expiration date of April 14, 2018. The Previous MOU was amended under Report No. 18-052 on April 8, 2018, attached hereto as Attachment No. 3, and was executed on June 27, 2018, extending the expiration date to December 17, 2020. Due to circumstances related to the COVID-19 pandemic, the MOU was not renewed before the expiration date.

Runyon Canyon Park is located in the heart of Hollywood, at 2000 N. Fuller Avenue, Los Angeles, California 90046, and comprises 160 acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape. Additionally, there is a designated off-leash dog area, picnic tables, and open space for passive recreational activities. This unique park adjoins one of the most densely populated neighborhoods in Los Angeles with a large, intact native ecology. The distinctive combination of urban and wilderness qualities also makes Runyon Canyon Park a popular site for hiking and fitness recreation.

FOR has continued to make significant contributions to Runyon Canyon Park since the execution of the Previous MOU through collaborations with RAP, Council District 4, and the Hollywood Hills West Neighborhood Council. Notable contributions include the restoration of five (5) gates that have been outfitted with self-locking timed mechanisms which provide an additional layer of security, the installation of trail markers to aid in location awareness for park patrons and first responders, and the installation of two (2) new water fountains located on the Yoga Field and in the Picnic Area. During the COVID-19 pandemic, FOR was able to continue to support RAP and Runyon Canyon Park in a safe and socially distanced manner by installing signage on all gates encouraging social distancing practices and, when once again deemed safe, two volunteer days were hosted to focus on Park beautification. Looking forward, FOR is focusing on the restoration of the East Trail and certain steps of the West Trail, and exploring various transportation options that would help to ease traffic congestion in the area.

The proposed new MOU will replace the Previous MOU, and will reaffirm the respective responsibilities and roles of RAP and FOR, as related to fundraising and other support provided by FOR in accordance with agreed upon terms and conditions, as well as being updated with recently adopted City of Los Angeles and RAP regulations and policies with the most current language. As with the previous MOU, FOR is committed in the proposed new MOU to solicit funding and support through donations and other sources, and to augment current RAP resources. The Previous MOU did not grant FOR any status of exclusivity over any other nonprofit 501(c)3 organization(s) offering support or contributions to RAP for Runyon Canyon Park, which continues in the new MOU. RAP will continue to retain all rights and capacity to consider other 501(c)3 organizations offering financial and/or in-kind contributions or donations for Runyon

BOARD REPORT

PG. 3 NO. 22-245

Canyon Park for the duration of the new MOU.

The Hollywood Hills West Neighborhood Council (HHWNC) will continue to have a significant advisory role for FOR proposals which have been vetted and approved by RAP. RAP will also work with the Office of Council District 4 (CD-4), HHWNC, surrounding community stakeholders, and park advocates, to provide RAP with input regarding FOR proposed projects. FOR and/or RAP will notify the HHWNC of projects proposed by FOR and approved by RAP, to allow HHWNC to hold a publicly noticed meeting and allow community members and Runyon Canyon Park stakeholders the opportunity to provide meaningful feedback and make recommendations to RAP before final projects and/or agreements are submitted to the Board. When applicable, projects will be documented through gift agreements between RAP and FOR, and smaller donations through donation reports, all to be submitted to the Board for final approval in accordance with the RAP's policies and procedures.

FISCAL IMPACT STATEMENT:

The proposed MOU will have no fiscal impact on the RAP General Fund, as FOR proposed projects, events, and activities are to be performed through private donations and other outside resources, at no cost to RAP.

This Report was prepared by Melissa Bettis, Management Analyst, Partnership Section.

LIST OF ATTACHMENTS

- 1) Proposed New Memorandum of Understanding
- 2) Board Report No. 16-255 and Previous MOU
- 3) Board Report No. 18-052 and Previous MOU First Amendment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
ACTING BY AND THROUGH
THE BOARD OF RECREATION AND PARK COMMISSIONERS
AND
THE FRIENDS OF RUNYON CANYON FOUNDATION
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 day of _____, 20__, 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 THE FRIENDS OF RUNYON CANYON FOUNDATION (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 160 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. CITY hereby authorizes FOR to raise funds solely for the benefit of the PARK. Any proposed improvements, project proposals, and/or scheduling of on-site park events by FOR (collectively, "FOR Proposal") regarding or within Runyon Canyon Park shall first be submitted to and subject to an initial review by RAP at the staff level, and if approved, RAP shall notify and discuss the FOR Proposal with Council District 4 (CD-4). Any and all funds FOR raises for the PARK shall be evidenced in FOR's financial statements submitted to RAP and 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 recommendation is made to the Recreation and Parks Board of Commissioners (BOARD) and the BOARD's applicable task force. RAP shall allow HHWNC no less than thirty (30) days from the date of HHWNC's receipt of RAP's notification for the FOR Proposal, to provide such feedback and/or recommendation(s) to RAP in writing, prior to RAP making a recommendation to the BOARD and its task force for approval. Notwithstanding the foregoing, RAP may conduct any other outreach or activities to obtain additional input or approval for a FOR Proposal as RAP deems in its best interest, including engaging in any review process with any other CITY departments or other neighborhood councils or groups. RAP's final approval of any FOR Proposal shall be made in RAP's sole discretion.

- b. Fundraising at the PARK. FOR shall be authorized to conduct fundraising activities during daylight hours at the PARK when the PARK is open to the public, 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 which is proposed by FOR ("FOR Recognition") shall be subject to review and approval by RAP, consistent with the RAP Sponsorship Recognition Policy, which may be amended or adopted from time to time. Any FOR Recognition shall be submitted to RAP for review, and 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 regarding the FOR Recognition with sufficient time before a recommendation is made to the BOARD and its task force. As above in Section 1.a., RAP shall allow HHWNC no less than thirty (30) days from the date of HHWNC's receipt of RAP's notification of any proposed FOR Recognition, to provide feedback and/or recommendation(s) prior to RAP making a recommendation to the BOARD and its task force for approval of such FOR Recognition. Notwithstanding the foregoing, RAP may conduct any other outreach or activities to obtain additional input or approval for a proposed FOR Recognition as RAP deems in its best interest, including engaging in any review process with any other CITY departments or other neighborhood councils or groups. RAP's final approval of any FOR Recognition shall be made in RAP's sole discretion.
- d. Gift Agreements. Gifts or donations of capital improvements at RAP facilities, equipment, materials, funds, or in-kind services provided to the CITY for the PARK by FOR, shall be subject to acceptance by the BOARD (to be accepted at the BOARD's sole discretion), 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, the performance of any activities, and/or the implementation of any approved improvements at the PARK may, in addition to the

above set forth approval process, be subject to the issuance of a Right of Entry Permit ("ROE") by RAP and RAP's normal permitting process. 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. FOR may have general public 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 last date of execution ("EXECUTION DATE") by the PARTIES, and shall remain in effect for five (5) years from EXECUTION DATE with the option to extend for an additional five (5) year term at the discretion of the RAP General Manager.

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.

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

FOR further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this MOU and FOR hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of FOR's performance under this MOU, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. FOR further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

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 by 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 any 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 the CITY's trademarks, trade names or logos without the CITY'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 FOR expense reports, will be provided to RAP within ninety (90) days following the end of each of FOR's fiscal years (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 nonprofit public benefit corporation with similar purposes, such as the Los Angeles Parks Foundation. FOR shall not amend its Articles of Incorporation without ninety (90) days prior written notice to RAP. 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

THE FRIENDS OF RUNYON CANYON FOUNDATION, a 501(c)(3) California nonprofit public benefit corporation

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A
Premises Site Map

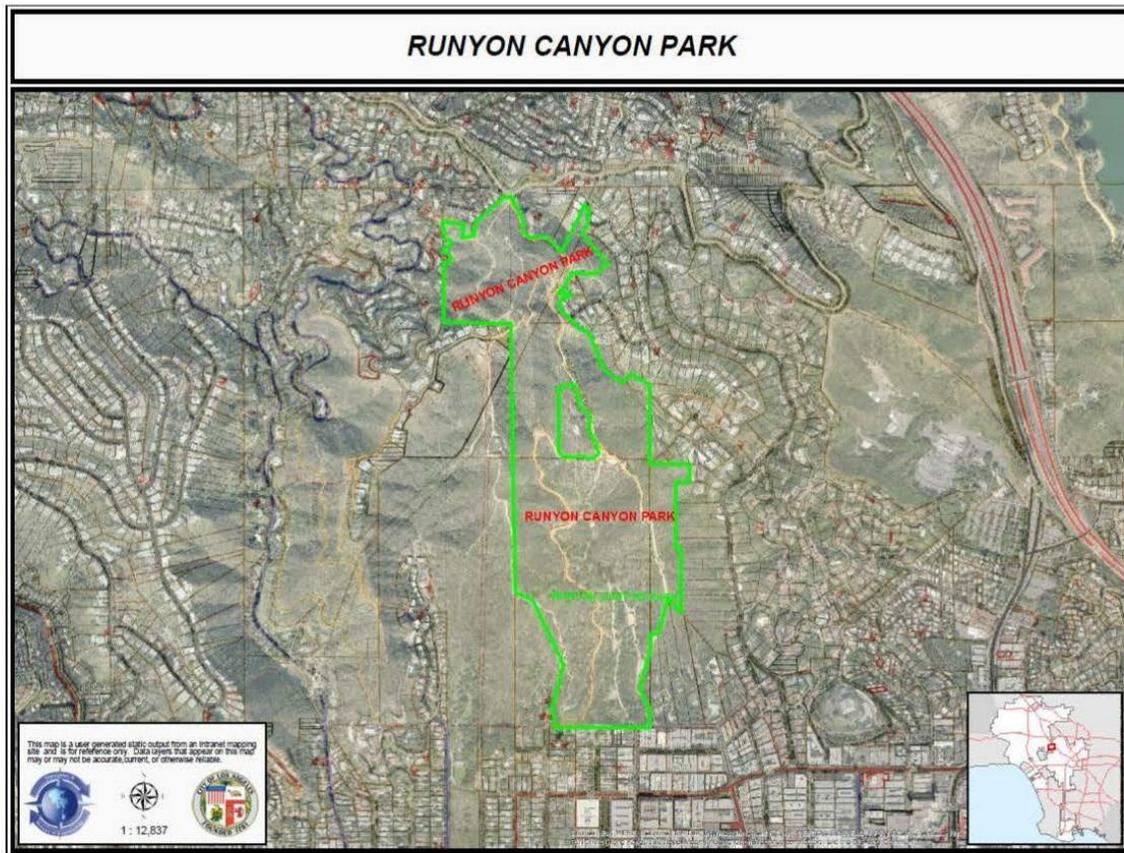


Exhibit B

Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 146 (Rev. 6/12)

Clear Form

Required Insurance and Minimum Limits

Name: Friends of Runyon Canyon Foundation, Inc. Date: 7/18/2022

Agreement/Reference: MOU - Roles, Responsibilities, & Relationship to Preserve, Maintain & Support Runyon Canyon Park

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

<input checked="" type="checkbox"/>	Workers' Compensation (WC) and Employer's Liability (EL)	
		WC <u>Statutory</u>
		EL <u>1,000,000</u>
	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/>	General Liability <u>City of Los Angeles must be named as an Additional Insured Party</u>	<u>1,000,000</u>
	<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	

<input type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
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<input type="checkbox"/>	Professional Liability (Errors and Omissions)	
	Discovery Period _____	

<input type="checkbox"/>	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"/>		

<input type="checkbox"/>	Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
<input type="checkbox"/>	Crime Insurance	

Other: Provided to: Melissa Bettis @ RAP; Ph: (213) 202-5681
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/risk/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

(Share this information with your insurance agent or broker)

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

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

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

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

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

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website

address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

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

Exhibit C

FOR Board of Directors as of February 1, 2022

Don Andres - President
John Gile
Puck Markham
Shawn Meaux
Paul Moore – Vice President
Josh Myler – Treasurer
Susan Taylor
Roz Wolpert – Secretary

APPROVED

Attachment 2

12-14-2016

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 16-255

DATE: December 14, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK – APPROVAL AND REPLACEMENT OF THE EXISTING MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF RUNYON CANYON FOUNDATION, INC. WITH A NEW MEMORANDUM OF UNDERSTANDING FOR SUPPORT OF THE PARK

AP Diaz	_____	*V. Israel	
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____



 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve and replace the existing Memorandum of Understanding (MOU) between the Friends of Runyon Canyon Foundation, Inc. (FOR) and the Department of Recreation and Parks (RAP), with a new Memorandum of Understanding (New MOU), attached as Attachment No. 1, redefining the respective responsibilities and roles for fundraising and other support of Runyon Canyon Park, subject to approval of the City Attorney as to form;
2. Authorize the Board President and Secretary to execute the New MOU subsequent to all necessary approvals; and,
3. Direct the Department of Recreation and Parks (RAP) Chief Accounting Employee to maintain the same sub-account in Fund 302 Department 89, Account 89708H (Donations and Gifts) for deposit of any funding provided to RAP through the New MOU.

SUMMARY

The Department of Recreation and Parks (RAP) has a longstanding, successful history of establishing working relationships with outside entities for support of RAP parks and programs. In addition to nonprofit private foundations, corporate sponsors, donors, and organizations providing programs and services to local communities, RAP has entered into various agreements with public-benefit, nonprofit organizations acting as "Friends of" groups who independently fundraise and support RAP parks and programs through monetary, capital, and in-kind contributions to RAP. These relationships have proven to be extremely beneficial to assist with

BOARD REPORT

PG. 2

NO. 16-255

cost savings for park improvements and programs at little or no cost to RAP, while also benefitting the well-being of local communities and their residents through improved facilities and expanded programs.

FOR is a 501(c)(3) nonprofit public benefit corporation, approved by the IRS in July 2014, and incorporated in California on February 3, 2014. FOR's mission is to raise funds and awareness for the preservation, maintenance, protection, and beautification of Runyon Canyon Park. The primary purpose of RAP's relationship with FOR is to improve the quality of the Park for all visitors. On November 19, 2014, the Board approved the existing MOU between RAP and FOR, under Report No. 14-278, attached hereto as Attachment No. 2, which was executed on April 15, 2015. The existing MOU carries a three-year term, and is due to expire on April 14, 2018.

Runyon Canyon Park is located in the heart of Hollywood, at 2000 N. Fuller Avenue, Los Angeles, California 90046, and comprises 160 acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape. Additionally, there is a designated off-leash dog area, picnic tables and open space for passive recreational activities. This unique park adjoins one of the most densely populated neighborhoods in Los Angeles with a large, intact native ecology. The distinctive combination of urban and wilderness qualities also makes Runyon Canyon Park a popular site for hiking and fitness recreation.

The proposed New MOU will replace the current MOU, and will redefine the respective responsibilities and roles of RAP and FOR, for fundraising and other support performed by FOR in accordance with agreed terms and conditions, as well as City of Los Angeles and RAP regulations and policies. As with the current MOU, FOR is committed in the New MOU to solicit funding and support through donations and other sources, and to augment current RAP resources. However, the New MOU does not grant FOR any status of exclusivity over any other nonprofit 501(c)3 organization(s) offering support or contributions to RAP for Runyon Canyon Park. RAP shall retain all rights and capacity to consider other 501(c)3 organizations offering financial or on-kind contributions or donations for Runyon Canyon Park.

Additionally, the proposed New MOU will clarify protocols for community outreach and the review of projects, events, and activities proposed by FOR. Under the New MOU, the Hollywood Hills West Neighborhood Council (HHWNC) will have a significant advisory role for FOR proposals which have been vetted and approved by RAP. RAP will also work with the Office of Council District 4 (CD-4), HHWNC, surrounding community stakeholders, and park advocates, to provide RAP with input regarding FOR proposed projects. Under the New MOU, RAP will notify the HHWNC of projects proposed by FOR and approved by RAP, to allow HHWNC to hold a publicly noticed meeting and allow community members and Runyon Park stakeholders the opportunity to provide meaningful feedback and make recommendations to RAP before final agreements are submitted to the Board. Projects will be documented through gift agreements between RAP and FOR, and smaller donations through donation reports, all to be submitted to the Board for final approval in accordance with the RAP's policies and procedures.

BOARD REPORT

PG. 3

NO. 16-255

FISCAL IMPACT STATEMENT:

The New MOU will have no fiscal impact on the RAP General Fund, as FOR proposed projects, events, and activities are to be performed through private donations and other outside resources, at no cost to RAP.

This Report was prepared by Vicki Israel, Assistant General Manager, Partnership and Revenue Branch, and Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed New Memorandum of Understanding
- 2) Board Report No. 14-278 and Current MOU

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
December 14, 2016

16-255

RUNYON CANYON PARK – APPROVAL AND REPLACEMENT
OF THE EXISTING MEMORANDUM OF UNDERSTANDING
WITH FRIENDS OF RUNYON CANYON FOUNDATION, INC.
WITH A NEW MEMORANDUM OF UNDERSTANDING FOR
SUPPORT OF THE PARK

Anthony-Paul Diaz, Executive Officer and Chief of Staff, presented Board Report No. 16-255 for replacement of the existing Memorandum of Understanding (MOU) between the Department and the Friends of Runyon Canyon Foundation, Inc.; approval of a new MOU (New MOU) which redefines the respective responsibilities and roles for fundraising and other support of Runyon Canyon Park; and direction to the Department's Chief Accounting Employee to maintain the same sub-account in Fund 302, Department 89, Account 89708H (Donations and Gifts) for deposit of any funding provided to the Department through the New MOU. The Board and Department staff discussed the community outreach process which entails notifying the Hollywood Hills West Neighborhood Council (HHWNC) and other stakeholders that may be impacted by projects and events at Runyon Canyon that are proposed by FOR before any final recommendations are presented to the Board. Commissioners Alvarez and Sanford requested that the Department specify the notification process in the new MOU by defining what is considered to be a notice, who receives the notices, how much is considered as sufficient time to allow HHWNC and other stakeholders the opportunity to provide feedback and/or recommendations, and which Neighborhood Councils should be notified. The Board and Department staff further discussed the Neighborhood Council boundaries around Runyon Canyon Park and the service radius for regional parks, the public notification process to inform other Neighborhood Councils regarding matters involving FOR proposals and Runyon Canyon Park, and involving the Department of Neighborhood Empowerment (DONE) to notify all other Neighborhood Councils throughout the City of Los Angeles.

Commissioner Sanford moved that the New MOU be amended to clarify the notification process for projects proposed by FOR so that the HHWNC Board President is notified in written form by the Department, all other Neighborhood Councils shall be notified utilizing DONE's notification system, and a 30-day period will be specified to allow HHWNC and other stakeholders the opportunity to provide meaningful feedback and/or recommendations to the Department before any final recommendations are presented to the Board.

Public comments were invited for the Board Reports. Three requests for public comment were submitted, and such comments were made to the Board.

President Patsouras requested a Motion to approve the Board Reports as presented and Board Report Nos. 16-241, 16-248, 16-249, 16-257, and 16-258 as amended; with the exception of Board Report No. 16-240 which did not require any Board action, Board Report No. 16-256 which was previously approved under a separate vote, and Board Report No. 16-250 which will be acted on under a separate subsequent Motion. Commissioner Sanford moved that the aforementioned Board Reports be approved with amendments, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Diaz seconded the Motion. There being no objections, the Motion was unanimously approved.

**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 ___ day of _____, 201__, 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

By: _____
Secretary

By: _____
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Premises Site Map

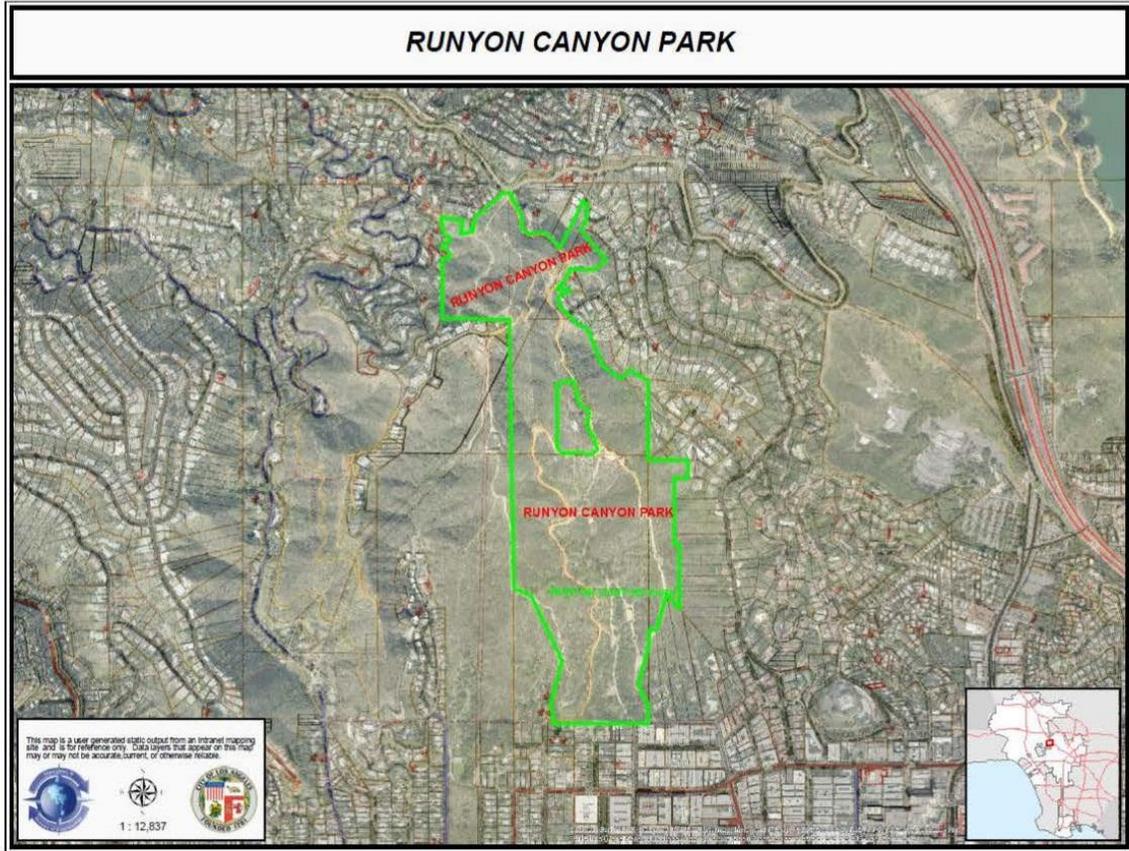


Exhibit B

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
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	
<input type="checkbox"/> Waiver of Subrogation in favor of City	WC <u>Statutory</u>
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	EL <u>\$1,000,000</u>
<hr/>	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/>	
<hr/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> 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"/>
<hr/>	
<input type="checkbox"/> Pollution Liability	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> 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.

APPROVED
NOV 19 2014

REPORT OF GENERAL MANAGER

NO. 14-278

DATE: November 5, 2014

BOARD OF RECREATION
& PARK COMMISSIONERS

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK - MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF RUNYON CANYON FOUNDATION, INC., ESTABLISHING ROLES AND RESPONSIBILITIES FOR FUNDRAISING AND OTHER SUPPORT FOR THE RESTORATION, PRESERVATION AND ENHANCEMENT OF THE PARK

R. Adams	_____	*V. Israel	<u>RAI</u>
R. Borges	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

[Signature]
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the proposed Memorandum of Understanding (MOU), substantially in the form on file in the Board office, between the City of Los Angeles (City) and Friends of Runyon Canyon Foundation, Inc. (FORC), outlining FORC's responsibilities and roles for fundraising and other support for the restoration, preservation, and enhancement of Runyon Canyon Park, subject to approval of the Mayor and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed MOU to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the MOU subsequent to all necessary approvals; and,
4. Direct the Department of Recreation and Parks (RAP) Chief Accounting Employee to create a subaccount in Fund 302 Department 89, Account 89708H (Donations and Gifts) for deposit of any funding provided to RAP through this MOU.

SUMMARY:

Located in the heart of Hollywood at 2000 N. Fuller Avenue, Los Angeles, California 90046.

REPORT OF GENERAL MANAGER

PG. 2

NO. 14-278

Runyon Canyon Park (Park) comprises 160 acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape. Additionally there is a designated off-leash dog area and picnic tables. This unique park adjoins one of the most densely populated neighborhoods in Los Angeles and yet the Park's native ecology remains largely intact. The distinctive combination of urban and wilderness qualities also makes the Park a popular locale for fitness activities.

In late 1984, after twenty (20) years of development battles and neglect prior to RAP becoming involved with the property, Runyon Canyon became available for sale. The Santa Monica Mountains Conservancy raised four million dollars (\$4,000,000.00) and the City of Los Angeles contributed the remaining one million, six hundred thousand dollars (\$1,600,000.00) to acquire the property. Once the purchase was completed, the land was dedicated as a City park in perpetuity. In February 1985, the City hired the design firm of Community Development Planning and Design, to plan for the future development of Runyon Canyon as a City park. Work on that project began in May of 1985. The resulting "Master Plan" established the Park's regional significance, yet respected the needs of the surrounding neighborhoods.

FORC supports the Runyon Canyon Park Master Plan, and desires to fundraise to restore, preserve, and enhance the Park based on the goals identified in the 1986 Master Plan, which include but are not limited to: (1) maintain a large part of the site as an urban wilderness area; (2) make the Park a safe place for all users; (3) protect the uniqueness of Runyon Canyon as a wilderness area juxtaposed with the City's past and present; (4) allow people to learn about the urban wilderness and how to enjoy, respect, and protect the unique quality of the Park; (5) limit the development of primary facilities to the "old estate area" of Runyon Canyon (which before the fires of 1972 included a mansion originally named "San Patrizio" and later referred to as "The Pines", a guest house also known as the "cottage hotel," and a futuristic "play resort" which included a country club pool pavilion & tennis courts) to be consistent with past development and to protect the rest of the Canyon; (6) meet the special needs of the surrounding community and the needs of Los Angeles residents for open space; and (7) encourage community involvement in Runyon Canyon to address the community's needs and develop a group who cares about the Park.

FORC is a 501(c)(3) non-profit public benefit corporation, approved by the IRS in July 2014, whose mission is to assist in the restoration, preservation, and enhancement of the Park through public-private collaboration. FORC was incorporated in California on February 3, 2014, for the purpose of improving the quality of the open space for visitors, while also improving the quality of life for neighboring residents. FORC is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FORC 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 FORC's Bylaws.

REPORT OF GENERAL MANAGER

PG. 3

NO. 14-278

FORC's focus, as stated in the MOU, is based on the 1986 Master Plan, and includes the following main objectives: (1) Identify a short and long term solution for sanitation issues and lack of water, as well as, parking and neighborhood quality of life; (2) Provide the Park with a full-time Ranger and Ranger Station, public restrooms and running water, visitor parking, and improved general maintenance and reestablishment of the full Master Plan; (3) Resolve the misuse of the Park, off-leash dog concerns, after hours usage, and dog defecation issues through gate closures and park oversight; and, (4) Address environmental impact, trail erosion, and trail marking concerns through trail maintenance plans and the installation of items as park benches, trash containers, and dog waste bag stations.

FORC is committed to acquire private funding and donations to augment current City resources for the Park, obtain consensus among stakeholders, provide a plan for improvements and enhancements to the Park, subject to RAP approval, and to assist RAP by performing competitive contractor selection(s) in conformance with RAP standards. In doing so, FORC would manage their own resources to recommend changes within the Park and maintain records of projects, including budgets and volunteer logs, while providing RAP with transparent financial records. Major projects funded by FORC, subject to RAP's prior concurrence and approval, will be reported to the Board for acceptance through gift agreements between the City and FORC, and smaller project donations through donation reports.

While potential roles for other organizations are not included in the proposed MOU, FORC has communicated their intention to collaborate with Council District 4, Hollywood Hills West Neighborhood Council, and independent contractors for the purpose of fulfilling their and RAP's objectives at Runyon Canyon. Collaborative in nature, FORC envisions the developments made in conjunction with the MOU will involve these four (4) main entities. RAP will continue to play the primary role in all proposed projects and activities, assuring safety and maintainability, as well as, providing approval for all design changes and enhancements. Council District 4 would be looked upon to provide guidance and fund raising assistance, while also supporting the facilitation of communication with the surrounding community. Hollywood Hills West Neighborhood Council would be involved in engaging community stakeholders and providing feedback. Thus, FORC would have the ability to focus on the identification and solicitation of private funding, and obtaining consensus. All proposed projects will be submitted to RAP for review and approval prior to implementation, and Board approval when required.

Staff has discussed the proposed MOU with the Assistant General Manager of the Planning, Construction, and Maintenance Branch, with the staff of Council District 4, and each supports the MOU and concurs with staff's recommendations.

FISCAL IMPACT STATEMENT:

Improving and enhancing Runyon Canyon Park is work that RAP is not budgeted to perform.

REPORT OF GENERAL MANAGER

PG. 4

NO. 14-278

Therefore, this MOU with FORC will contribute to the City by potentially providing increased quality of life for the public's benefit, at no cost to the City, and restoring and preserving this Park's legacy into the future.

This report was prepared by Joel Alvarez, Senior Management Analyst, and Cassandra Reyes, Senior Recreation Director II, Partnership Division.

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 RESTORE, PRESERVE, ENHANCE, AND SUPPORT RUNYON CANYON PARK

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this 15th day of April, 2015, 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, "FORC"), a California 501(c)(3) nonprofit public benefit corporation. CITY and FORC 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, a tennis court in dire need of refurbishment, 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. FORC is incorporated as a State of California 501(c)(3) nonprofit public benefit corporation, whose mission is to restore, preserve, and enhance the PARK for present and future generations.
- C. FORC is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FORC 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 FORC' Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FORC, with respect to fundraising for, and the restoration, preservation and enhancement of the PARK.

CITY and FORC hereby agree and understand as follows:

1. Fundraising.
 - a. Authority to Raise Funds. FORC is authorized to raise funds for the benefit of the PARK. All funds raised for the PARK shall be used exclusively for the preservation and maintenance, restoration, enhancement, and other activities and related purposes in support of the PARK.

- b. Fundraising at the PARK. FORC 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 the right 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 third-party organizations and/or individuals to conduct fundraising, special events, recreational programs, and other activities at the PARK, pursuant to RAP permitting and agreement protocols in accordance with RAP Policies. In the event of RAP authorizing such third-party events and/or activities, RAP will use its best efforts to provide FORC with advanced notice upon RAP's receipt of any third-party applications(s) for organized, structured activities or event permits related to the use of areas within the PARK.
 - c. Donor Recognition. Subject to prior approval by RAP, FORC is authorized to offer recognition to donors consistent with existing RAP naming and 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"). FORC may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with an RAP Gift Agreement, subject to prior review by RAP and BOARD approval.
 - 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 FORC as gifts shall be subject to negotiated Gift Agreements, executed by and between the CITY and FORC and/or third-party contributor(s), prepared by RAP and approved by the BOARD, the City Attorney, the Mayor, and City Council as required.
 - e. Right of Entry Permits. The provision of services consisting of events, and or the implementation of improvements at the PARK may 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 for the permittee's access to the PARK.
2. Term and Termination. The term of this MOU ("TERM") shall become effective on the date of execution by all PARTIES and shall remain in effect for three (3) years from the date of execution. The CITY and FORC agree and understand that CITY and FORC intend, but are not obligated, to negotiate and execute a subsequent agreement pursuant to the terms and conditions of this MOU, and/or that includes additional roles and responsibilities such as relating to the operation and maintenance of the PARK.

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. Use of the PARK by FORC. CITY and FORC agree that use of various areas and facilities within the PARK are necessary from time to time, and appropriate within the scope of FORC's mission.

- a. Meetings. FORC is authorized to use the PARK grounds at no-charge for meetings in furtherance of FORC's purposes, subject to prior notification to and approval by RAP.
- b. FORC Activities. FORC is authorized to use the PARK grounds to conduct FORC activities, including but not limited to gardening and agricultural events, educational nature and historical tours and events, and fundraising activities for both the public and/or select groups, subject to prior approval by RAP, in support of FORC's specific purposes to support the PARK. Out-of-pocket expenses such as, but not limited to, staff (RAP or other), equipment rental fees, supplies, catering, permits, licenses, certifications, etc., shall be paid by FORC at no cost to the CITY. In alignment with the Runyon Canyon Park Master Plan created in 1986 there will be no activities related to automobiles, bike riding on trails and service roads, public unsupervised camping, or motorized carts in the park.
- c. Other Activities. Use of any portion of the PARK grounds by any third-party organizations or individuals is not permitted, and are subject to an independent Use Permit issued by RAP, in accordance with existing RAP policies and Schedule of Rates and Fees, which may be replaced by a site-specific use policy and associated schedule of rates and fees to possibly be developed in the future.

4. 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.

5. Insurance. FORC shall be fully insured, and as a requirement of this MOU, FORC 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. FORC 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 FORC'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.

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

7. 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 the PARK, the acquisition of any real property, or construction of any

improvements at the PARK, 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 the PARK. 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.

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

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

For clarification with respect to activities, announcements, brochures, etc., FORC is required to coordinate with RAP generally whenever there is an implied commitment, involvement, or support of CITY. The RAP publicity related protocols and required coordination between FORC and RAP apply when FORC is having an event/activity in Runyon Canyon Park, when FORC is using the RAP Logo, and/or when FORC is using the standard phrase, “In collaboration with the LA City Department of Recreation and Parks.” FORC is not required to coordinate with RAP for the purposes of performing the primary business of the corporation (i.e., Fundraising), for example: fundraising events and activities conducted off the grounds of the PARK, in FORC Website content unrelated to this MOU, and for general FORC business meetings.

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

9. Internet Cross Promotion and Use of Marks. CITY shall cooperate with FORC in reasonably maintaining or providing links to FORC Internet sites on the pages dedicated by CITY to the PARK and FORC shall cooperate with CITY in reasonably maintaining or providing links to CITY and the PARK Internet sites. Otherwise, neither party shall use the other's trademarks, trade-names or logos (each, a “MARK”) without the prior written approval of FORC or RAP, respectively. Notwithstanding the clarifications in Section 7 above, each MARK shall remain the sole and exclusive intellectual property of the respective party.

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

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

12. FORC Priorities. FORC will provide RAP, from time to time, with proposed projects for RAP's consideration, particularly with regard to capital improvements, programming, sponsorship opportunities, and other forms of support for the PARK.

13. Financial Statements. Annual financial statements or financial status reports, including expense reports, for FORC will be provided to RAP at the end of FORC's fiscal year.

14. Disposition of Assets upon Liquidation. FORC'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. 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 in writing.

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

Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

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

[SIGNATURE PAGE TO FOLLOW]

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

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

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

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

By: *[Signature]*
President

By: *[Signature]*
John Gile, President

By: *[Signature]*
Secretary

By: *[Signature]*
Donald Andres,
Vice President & Treasurer

Date: 4/15/15

Date: 31 March 2015

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: *[Signature]*
Deputy City Attorney

Date: 4/15/2015

Exhibit A
Premises Site Map



Exhibit B

Insurance Requirements and Instructions for Submitting Insurance

Form Fm 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Friends of Runyon Canyon Foundation, Inc. Date: 06/01/2014

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

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. Díaz _____
R. Barajas _____
H. Fujita _____

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



General Manager

Approved _____

Disapproved _____

Withdrawn _____

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

BOARD REPORT

PG. 2 NO. 18-052

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 Ednelsha Lee, Management Assistant, Partnership Division.

BOARD REPORT

PG. 3 NO. 18-052

LIST OF ATTACHMENTS

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

