



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 8, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE MUSEUM
ASSOCIATES, INC. DBA LOS ANGELES COUNTY MUSEUM OF ART FOR USE OF
PARK FACILITIES FOR MUSEUM PROGRAMMING
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the Director of Parks and Recreation to enter into an agreement with the Museum Associates dba Los Angeles County Museum of Art to access County park property for activities related to Los Angeles County Museum of Art programs. The parties will enter into a five (5)-year agreement and may mutually agree to extend the term for one additional five (5)-year term for a maximum total term of ten (10) years,

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in the Board letter and the record.
2. Authorize the Director of Parks and Recreation, or her designee, to execute, and if necessary, suspend or terminate, a Memorandum of Understanding (MOU) with the Museum Associates dba Los Angeles County Museum of Art (LACMA), in a form substantially similar to Attachment I and upon approval as to form by County Counsel, to grant Museum Associates access to temporarily enter onto, occupy and use County park property for activities related to LACMA programs for an initial term of five (5) years with an option to extend the term for an additional five (5) year term, totaling no more than ten (10) years.

HOA.104617675.1

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Parks and Recreation (Department or DPR) operates 181 facilities throughout the County, some of which contain spaces that may be used by nonprofits and government agencies to offer activities that provide recreational, park, and public benefits.

The Department incorporates arts-based youth development programming, some of which is provided by Museum Associates dba the Los Angeles County Museum of Art, as a component of its youth and family programs. These activities can complement existing park uses and enhance park user experiences in alignment with the Department's mission to steward parklands, build healthy and resilient communities, and advance social equity and cohesion.

Museum Associates operates and manages the Los Angeles County Museum of Art, pursuant to existing agreements as amended, dated December 9, 1958, March 4, 1960, December 26, 1979, December 22, 1981, July 8, 1983, February 8, 1994, and May 20, 2008 between the County of Los Angeles and Museum Associates dba LACMA, a nonprofit corporation, and its mission is to serve the public through the collection, conservation, exhibition, and interpretation of significant works of art from a broad range of cultures and historical periods, and through the translation of these collections into meaningful educational, aesthetic, intellectual, and cultural experiences for the widest array of audiences.

LACMA programs for youth and families at County park facilities provide an immense public benefit to the communities that we serve. LACMA programs activate DPR operated park sites and are offered to complement DPR recreational programs to increase youth, adult, and family access to art experiences that are culturally affirmative, and that support positive identity formation, individual resiliency, family cohesion. LACMA Programs provide community engagement, cultural expression, vibrancy and equity. Specifically, LACMA Programs have been integrated into DPR's programming, including monthly Community Art Workshops and hosting of field trips, including bus transportation, for all five of Parks' Camps.

This Master MOU creates a non-exclusive, non-continuous and temporary right for Museum Associates to utilize County park property for LACMA Programs on days and times as mutually agreed upon by LACMA and the Department. The initial term of this MOU is five (5) years. The parties may mutually agree to extend the term for one additional five (5)-year term for a maximum total term of ten (10) years. There is no fee to LACMA for accessing park property to provide arts programming during the term of this MOU. To the extent DPR staffing is required for LACMA Programs, LACMA may be required to pay staff fees associated with providing support and access at DPR facilities, including setup and tear-down, as well as DPR's staff time beyond staffed operating hours at the DPR facility. LACMA staff, volunteers, and guests will be required to pay the

standard vehicle entry fee for LACMA Programs, if applicable, scheduled at any DPR Regional facility.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goal to Foster Vibrant and Resilient Communities and improve Community Connections through continued Environmental Justice efforts. The recommended actions support efforts to engage children and families through philanthropic and other funding opportunities, extending programs and services for underserved youth and families, including early learning programs, by providing safe and accessible recreational opportunities for residents and visitors to Los Angeles County (North Star 2.F.iv).

Implementation of County Sustainability Goals

Adopted by the Board in 2019, the Our County Sustainability Plan establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed action will achieve the goals of permitting and/or allowing the operation of buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

Implementation of County Anti-Racism, Diversity, and Inclusion Initiative

The recommended actions to approve gratis agreements for nonprofit partners, especially at parks in vulnerable and disadvantaged communities, is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of actions that seek to support all our disadvantaged geographies and populations.

FISCAL IMPACT/FINANCING

There is no net-County cost incurred from the recommended actions. This MOU is consistent with the Core/Community Partnership Program.

Operating Budget Impact

There are no operating costs for operation and maintenance of an area under permit to LACMA for programming.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code section 25907 to lease, let, or grant licenses to County parks for the provisions of recreational services that are consistent with public and recreation purposes. The recommended actions are consistent with said purposes.

The MOU grants LACMA a non-exclusive right to temporarily enter onto, occupy and use the County park property for activities related to LACMA programs which are a public benefit to youth and families in surrounding communities as well as regionally. LACMA programming complements DPR recreational programs to increase youth, adult, and family access to art experiences. The five (5) year agreement will require LACMA to advertise all programming as a collaborative effort with DPR and be at no cost to LACMA, except reimbursement for additional DPR staff.

The MOU includes Chief Executive Office (CEO) approved requirements for indemnification and insurance.

County Counsel has approved the MOU (Attachment I) as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed use of the property for LACMA Programs under this MOU is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the commonsense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines § 14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involved the operation of an existing public facility with negligible or no expansion of its existing use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

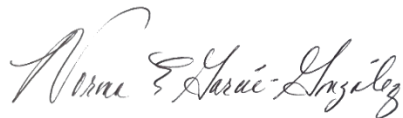
The proposed agreement will have no impact on current services offered by the Department.

CONCLUSION

Please instruct the Executive Officer of the Board to forward an adopted copy of the action taken by your Board to the Department.

Should you have any questions please contact Mr. Sean Woods at (626) 588-5345 or via-email at SWoods@parks.lacounty.gov or Johanna Hernandez at (626) 588-5098 or via bll@parks.lacounty.gov.

Respectfully submitted,

A handwritten signature in cursive script, reading "Norma E. García-González".

Norma E. García-González
Director

NEGG:AB:SW
LH:bm

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND
RECREATION AND MUSEUM ASSOCIATES DBA LACMA FOR ARTS EDUCATION
PROGRAMS AT PARK SITES**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____ 2025 ("Effective Date") by and between Museum Associates dba Los Angeles County Museum of Art ("LACMA") and the Los Angeles County Department of Parks and Recreation ("DPR") (collectively "the Parties") for the following purposes and subject to the following understandings between the Parties:

RECITALS

WHEREAS, DPR's mission is to serve as steward of Los Angeles County parklands, build healthy and resilient communities, and advance social equity and cohesion;

WHEREAS, DPR incorporates arts-based youth development programming, some of which is provided by LACMA, as a component of its youth and family programs, including but not limited to Parks After Dark;

WHEREAS, LACMA operates and manages the Los Angeles County Museum of Art, pursuant to existing agreements as amended, dated December 9, 1958, March 4, 1960, December 26, 1979, December 22, 1981, July 8, 1983, February 8, 1994, and May 20, 2008 between the County of Los Angeles and Museum Associates dba LACMA, a nonprofit corporation, and its mission is to serve the public through the collection, conservation, exhibition, and interpretation of significant works of art from a broad range of cultures and historical periods, and through the translation of these collections into meaningful educational, aesthetic, intellectual, and cultural experiences for the widest array of audiences;

WHEREAS, DPR has jurisdiction over certain County property and facilities ("Property"), portions of which are utilized for LACMA Programs (defined below);

WHEREAS, DPR and LACMA may enter into one or more separate Memorandum of Understanding relating to access to Property or other areas of coordination and collaboration; and

WHEREAS, DPR and LACMA wish to enter into this MOU to set forth their roles and responsibilities of each party in the implementation of collaborative art displays, events, and concert programming at the Property (collectively "LACMA Programs").

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. USE

DPR hereby grants to LACMA, including its officers, employees, agents, contractors and volunteers (collectively "LACMA"), during the term of this MOU, the right to temporarily enter onto, occupy and use the Property for activities related to LACMA Programs.

Use of any Property by LACMA for LACMA Programs shall be subject to prior agreement with DPR as further described in Section 3 (Site Service Agreement) below.

2. PUBLIC BENEFIT

Providing LACMA Programs for youth and families in community sites is a public benefit. LACMA Programs are both integrated into DPR's programming (including Parks After Dark) and offered in complement to DPR recreational programs to increase youth, adult, and family access to art experiences that are culturally affirmative, and that support positive identity formation, individual resiliency, family cohesion, and community vibrancy. LACMA Programs complement DPR's recreational programming and respond to community needs and interests. LACMA Programs also activate DPR operated park sites and promote community use, community engagement, cultural expression, and cultural equity. This Master MOU creates a non-exclusive, non- continuous and temporary right to utilize Parks Sites for LACMA Programs on days and times set forth in Site Service Agreements and Site Service Agreement amendments (see Section 3) otherwise allowing public use of the Property.

3. SITE SERVICE AGREEMENT

Prior to the commencement of LACMA Programs, LACMA and DPR will complete a Site Service Agreement (see **Exhibit A**) for each Park Property at which LACMA Programs will take place ("Park Site(s)"). The Site Service Agreement will include the LACMA Program schedule for each Park Site, and staff contact information. LACMA Programs will be scheduled around or in alignment with any previously scheduled programming or activities at the applicable Park Site. Site Service Agreements must be approved by designated staff from each Party (DPR: Community Field Agency Deputy Director or designee; LACMA: VP of Education and Public Programs or designee) at least two weeks in advance of anticipated program start date at any Park Site. Amendments or updates to Site Service Agreement must be approved in writing by both LACMA and DPR no later than five days before any changes to the schedule or LACMA Program take effect.

4. TERM AND TERMINATION

The initial term of this MOU shall be for five (5) years, commencing on the Effective Date (as defined above), following Board of Supervisor's approval, unless sooner terminated or extended as provided for in this MOU. The parties may mutually agree to extend the term for one additional five (5)-year term for a maximum total term of ten (10) years.

This MOU or any Site Service Agreement issued hereunder may be terminated without cause by either DPR or LACMA by giving ten (10) days' notice of termination to the other party.

5. CEQA COMPLIANCE

The proposed use of the Property for LACMA Programs under this MOU is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the commonsense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines §14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involved the operation of an existing public facility with negligible or no expansion of its existing use.

6. ADMINISTRATION AND NOTICES

The Parties will administer this MOU, including its performance, and will send notices under the MOU to the representatives identified in **Exhibit B** (LACMA and DPR Administration).

7. COMPENSATION

There is no cost to LACMA for accessing the Property or for providing programming at Park Sites during the term of this MOU. LACMA is not responsible for reimbursing DPR for any utilities provided by DPR for LACMA Programs. To the extent DPR staffing is required for LACMA Programs, LACMA may be required to pay staff fees associated with providing support and access at DPR facilities, including setup and tear-down, as well as DPR's staff time beyond staffed operating hours at the DPR facility. To the extent LACMA may be responsible for DPR's staff time outside of staffed operating hours for LACMA Programs, LACMA will pay for such costs in a timely manner after receipt of a written invoice from DPR. LACMA staff, volunteers, and guests will be required to pay the standard vehicle entry fee for LACMA Programs, if applicable, scheduled at any DPR Regional facility.

In the event DPR Facilities are utilized for meetings other than LACMA Programs, LACMA will be required to pay standard reservation fees subject to DPR's Reservation Policy.

8. ADVERTISING MATERIALS, PUBLICITY, AND CREDIT IN PROMOTIONAL MATERIAL

- 8.1 For LACMA Programs at the Park Sites, LACMA and DPR agree that any advertising or promotional materials promulgated by either LACMA or DPR shall include the following language:

"A program of LACMA in collaboration with the County of Los Angeles Department of Parks and Recreation"

LACMA advertising or promotional materials promulgated shall also identify the Park Site(s) as follows:

"Name of Facility (e.g., Whittier Narrows Recreational Area) is a park owned or operated by the County of Los Angeles Department of Parks and Recreation."

DPR Departmental logo, LACMA logo and Supervisorial District logos shall be displayed in all advertising or promotional material for LACMA Programs at Park Sites. Additionally, if LACMA or DPR maintains a website to promote LACMA Programs at Park Sites, the website shall include the credit language provided in this Section 7.1, DPR logo, LACMA logo and, to the extent possible, contain a link to DPR's website at <https://parks.lacounty.gov> and LACMA's website at www.lacma.org, respectively.

DPR logos can be downloaded directly from the Department website at <https://parks.lacounty.gov/media-information>. Each logo must meet the style (e.g. de-sign, color, typography) and placement as provided by the most recent *County of Los Angeles Department of Parks and Recreation Style Guide*. The latest edition of the style guide can be accessed at <https://parks.lacounty.gov/media-information>.

If DPR wishes to use LACMA's logo on its website or in any other materials, LACMA will provide the logo in a digital file, and each use of the logo by DPR must be approved by LACMA in advance.

- 8.2 LACMA and DPR may promote LACMA Programs on various social media outlets used by LACMA and DPR including, but not limited to, Facebook, Instagram, YouTube, and Twitter. LACMA and DPR will include handles and hashtags for both parties in social media posts and social media toolkits (e.g., @LACMA for LACMA; @LACountyParks and #LACountyParks for DPR).

9. RESTORATION

Prior to the start of each event, LACMA or its designees and DPR staff will conduct a walkthrough of the location of the event at each site to assess the condition prior to the commencement of the LACMA Program. Upon conclusion of each event, LACMA, or its designees, will work with DPR staff to return the Park Site to the same condition it was in prior to the commencement of the LACMA Program, except for normal wear and tear and as otherwise agreed to by the Parties. LACMA will be responsible for repairing damages to the Park Site caused by production of LACMA Programs or program participants that enter the Site to participate in the LACMA Programs. LACMA will not make permanent alterations to the Park Site, unless otherwise authorized by DPR.

10. INTERPRETATION AND AMENDMENTS

This MOU, **Exhibit A** (Site Service Agreement), **Exhibit B** (DPR and LACMA Administration), any other Exhibits that may be attached hereto memorializing use of Park Sites for LACMA Programs, represents the entire understanding of the parties with respect to LACMA Programs at the Property. This MOU may be amended or modified at any time by mutual written consent of the parties.

11. INDEMNIFICATION

LACMA shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to the acts or omissions of LACMA or any person subject to the supervision or control of LACMA in the performance of this MOU, except for such losses that arise from the sole negligence or willful misconduct of the County Indemnitees.

County shall indemnify, defend and hold harmless LACMA, its employees, agents and contractors ("LACMA Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to the acts or omissions of County or any person subject to the supervisor or control of County in the performance of this MOU, except for such losses that arise from the sole negligence or willful misconduct of the LACMA Indemnitees.

Losses and Defense. In the event of LOSSES 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. If any action or proceeding is brought against an indemnified PARTY under this MOU by reason of any such indemnified claim as set forth above, the indemnifying PARTY/IES will defend such claim at its/their sole cost and expense with counsel reasonably satisfactory to the indemnified PARTY.

The terms of this Paragraph 11 survive the termination or expiration of this MOU.

12. GENERAL INSURANCE PROVISIONS:

Without limiting LACMA's indemnification of County, and in the performance of this agreement and until all of its obligations pursuant to this agreement have been met, LACMA shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon LACMA pursuant to this agreement. County in no way warrants that the Required Insurance is sufficient to protect LACMA for liabilities which may arise from or relate to this agreement.

- a. **Evidence of Coverage and Notice to County:** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under LACMA's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this agreement.
- i. Renewal Certificates shall be provided to County not less than 10 days prior to LACMA's policy expiration dates. County reserves the right to obtain complete, certified copies of any required LACMA and/or Sub-Contractor insurance policies at any time.
- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this agreement by name and number DPR2023000212, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match LACMA's name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- iii. Neither the County's failure to obtain, nor LACMA's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by LACMA, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation
Attention: Sean Woods
1000 South Fremont Avenue,
Unit #40, Building A-9 West
Alhambra, California 91803

- iv. LACMA also shall promptly report to County any injury or property damage accident or incident, including any injury to a LACMA employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to LACMA. LACMA also shall promptly notify County of any third-party claim or suit filed against LACMA or any of its Sub-Contractors which arises from or relates to this agreement and could result in the filing of a claim or lawsuit against LACMA and/or County.

- b. **Additional Insured Status and Scope of Coverage.** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided

additional insured status under LACMA's General Liability policy with respect to liability arising out of LACMA's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the LACMA's acts or omissions, whether such liability is attributable to the LACMA or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- c. **Cancellation of or Changes in Insurance.** LACMA shall provide County with, or LACMA's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.
- d. **Failure to Maintain Insurance.** LACMA's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to LACMA, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from LACMA resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to LACMA or pursue Contractor reimbursement.
- e. **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- f. **LACMA's Insurance Shall Be Primary.** LACMA's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to LACMA. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any LACMA coverage.
- g. **Waivers of Subrogation.** To the fullest extent permitted by law, LACMA hereby waives its and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or related to this MOU. LACMA shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

- h. **Sub-Contractor Insurance Coverage Requirements.** LACMA shall include all Sub-contractors as insureds under LACMA's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. LACMA shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and LACMA as additional insureds on the Sub-Contractor's General Liability policy. LACMA shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.
- i. **Deductibles and Self-Insured Retentions (SIRs).** LACMA's policies shall not obligate the County to pay any portion of any LACMA deductible or SIR. The County retains the right to require LACMA to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing LACMA's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- j. **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this MOU. LACMA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.
- k. **Application of Excess Liability Coverage.** LACMA may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.
- l. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- m. **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, LACMA use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- n. **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

- a. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury	\$ 1 million
Each Occurrence:	\$ 1 million

- b. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LACMA's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- c. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If LACMA will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to LACMA's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- d. **Sexual Misconduct Liability.** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. JOINT RESPONSIBILITIES

Except as otherwise specified herein or agreed to by the Parties, the Parties will be responsible for:

- Assigning appropriate authorized representative(s) from each Party to participate in a minimum of one annual collaborative meeting to review the prior year's

- programming calendar, participant attendance, success' and areas of improvement and for long term planning, goal setting, prioritizing strategies to establish appropriate types of programming needed for upcoming year(s).
- Assigning appropriate authorized representative from each Party to attend a minimum of one program planning meeting(s) at the start of each LACMA Program cycle; the authorized representatives will review the Site Services Agreement in a prompt and timely manner, and any subsequent revisions to the initial Site Services Agreement are also reviewed by each Party's authorized representatives in a prompt and timely manner.
 - DPR will share with LACMA all applicable Department rules, regulations and guidelines, including policies relating to interactions with minors to ensure standard practices are applied by those leading and teaching the youth.
 - Planning and dedicating available resources to uphold the agreed-upon Site Service Agreements and doing everything reasonably possible to avoid schedule changes and cancellations.
 - Supporting recruitment of youth participants, and complementing youth recruitment activities carried out by CBOs, to ensure that as many youth as possible can take advantage of LACMA Programs.
 - Notifying each Party's Administration Contacts designated in Exhibit B as soon as reasonably possible about significant changes to LACMA Programs, including but not limited to: cancellation of LACMA Programs or individual sessions and transfers of key staff and contractors or major staff disruptions.
 - Notifying each Party's Administration Contacts designated in Exhibit B about any issues of concern regarding LACMA staff, contractors, events, Park Site issues, or any other issues that may impact the delivery of LACMA Programs.

15. DPR RESPONSIBILITIES

Except as otherwise specified herein or agreed to by the Parties, DPR will be responsible for:

- Supporting co-learning between DPR staff and LACMA staff to support community-building through the LACMA Programs for youth and families.
- Ensuring that authorized representatives at each Park Site meet with LACMA to create an agreed-upon Parks-approved programming plan (Site Services Agreement) at the start of each program cycle.
- Ensuring that authorized representatives at each Park Site meet with LACMA representatives on the day of each event prior to the start of the event to provide access to the location of the event, as a point of contact for any facilities questions or issues that arise.
- Sharing all relevant DPR protocols and guidelines that LACMA staff should be aware of, including policies around communicating directly with youth, for all settings that LACMA staff will be working in.
- Providing standard maintenance and repair of the Park Sites based on available funding, including building interior (walls, floors, ceilings, ducts, utilities, air

conditioning, heating, lighting, plate glass, plumbing) and restroom's utilities, including but not limited to, provision of gas and electricity.

- Providing janitorial and cleaning services, including restrooms, and non-biohazardous trash collection.
- Providing parking for LACMA staff, to the extent available.
- Providing use of DPR's free Wi-Fi network to LACMA, to the extent available.

16. LACMA RESPONSIBILITIES

Except as otherwise specified herein or agreed to by the parties, LACMA will be responsible for:

- Providing programming that is appropriate for each Park Site, including setup and break down of the LACMA Programs.
- Collaborating and coordinating with DPR administrative staff to ensure that long-term planning, communication, space, and other needs are met, so that LACMA staff can facilitate successful programming.
- Ensuring that LACMA staff meet with authorized representatives at each Park Site to create an agreed-upon programming plan (Site Services Agreement) at the start of each program cycle.
- Maintaining regular communication with DPR staff to ensure that LACMA programming is being delivered as agreed to in the Site Services Agreement, is of high quality, and is responsive to the needs and interests of the community and Park Site.
- LACMA is responsible for conducting background checks for LACMA staff providing services at Parks Sites.

17. PERMITS

Each Party will obtain all applicable federal, state, county, local and other permits (building, fire, health, and safety, environmental, etc.) necessary to fulfill the respective obligations under the MOU. Consistent with the foregoing, DPR will hereby grant to LACMA a permit to use each Park Site as specified in this MOU and any subsequently executed Site Service Agreements.

18. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licensor may terminate or suspend this License.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

This MOU and any amendments and other modifications thereto may be executed in two
HOA.105137822.1

counterparts. L A C M A and DPR also agree to consider facsimile and electronic versions of original signatures of authorized personnel of each Party to have the same force and effect as original signatures.

20. ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties hereto relating to the LACMA Programs at the Property described herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Parties.

21. AMENDMENTS

The terms of this MOU may be amended upon mutual agreement of the Parties with either party giving the other prior written notice explaining why the amendment is being requested.

22. POWER AND AUTHORITY

LACMA has the legal power, right and authority to enter into this MOU, and to comply with the provisions hereof. The individuals executing this MOU on behalf of any legal entity comprising Museum Associates have the legal power, right and actual authority to bind the entity to the terms and conditions of this MOU.

23. GOVERNING LAW AND FORUM

This MOU shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this MOU shall be conducted in the courts of the County of Los Angeles, State of California.

24. TAXES AND ASSESSMENT

In the event this MOU creates a taxable possessory interest, or taxes or assessments are levied with respect to LACMA's personal property on the Property, LACMA alone shall be responsible for said taxes and assessments.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed as of the day and year of the last signature hereto.

MUSEUM ASSOCIATES

By: _____

Date: _____

MICHAEL GOVAN

CEO and Wallis Annenberg Director

DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

NORMA E. GARCÍA-GONZÁLEZ

Director

**APPROVED AS TO FORM FOR PARKS AND RECREATION:
BY THE OFFICE OF THE COUNTY COUNSEL**

DAWYN R. HARRISON

County Counsel

By: _____

Date: _____

Sonia L. Chan

Senior Deputy County Counsel

EXHIBIT A
SITE SERVICE AGREEMENT

This form must be completed and signed by the authorized representative from the Site and LACMA prior to the delivery of instruction. No arts instruction may begin until then.

Site Name: _____

Cycle/Season/Term [ex-Spring 2021]: _____

Specific Room or Location for Arts Program: _____

Specific Furniture and equipment (i.e. number of tables, number of chairs, etc) provided by DPR for Arts Program:

Part I: Contact List

Please complete the Contact List below. Indicate by **CIRCLING** or **BOLDING** the names of the people who are authorized to approve any scheduling changes.

	Name	E-mail	Best Phone Number
Teaching Artist 1			
Teaching Artist 2 (if applicable)			
LACMA Program Coordinator/ Lead (If Coordinator/Lead is one of the Teaching Artists named above, just fill in the "name" cell.)			
Site Director			
Site Point of Contact 1			
Site Point of Contact 2			

Part II: Schedule

Please write the days and times that LACMA and Site agree to hold programming. **Every effort must be made by both the site and LACMA to adhere to this agreed upon schedule.** However, if any changes must be made, whether because of a shift on the Site's end or on LACMA's end, each change must be noted and approved in the "Schedule Changes" grid and emailed to LACMA and DPR within 5 business days.

General Program Schedule

Day/s of the Week (Ex: Tuesdays and Thursdays)	Program Time (Ex: 3:30 pm-5:00 pm)	Start Date (Ex: Tuesday 12/1/2020)	End Date (Ex: Thursday 3/25/2021)

Authorized Site Representative Initials: _____

Authorized Consultant Representative Initials: _____

Schedule Changes**Individual Session Changes**

If a singular/one-time change in schedule is needed, note that here. E-mail the updated Site Service Agreement to DPR or LACMA, as might applicable, within 5 business days of the change.

Original class/activity date (Ex: Tuesday 12/1/2020 3:30 pm)	New class/activity date (Ex : Friday 12/3/2020 4:00 pm)	Dated signature from Authorized DPR <u>Site</u> Representative	Dated signature from Authorized LACMA Representative

Permanent Schedule Changes

If the originally agreed-to dates/times no longer work, and the DPR Site needs to shift the entire schedule, note that here. E-mail the updated Site Service Agreement to LACMA and DPR within 5 business days of the change.

Original class/activity day/time (Ex: Tuesdays and Thursdays 3:30 pm-5:00 pm)	New class/activity day/time (Ex: Wednesdays and Fridays 4:00 pm-5:30 pm)	Start date of the new schedule (Ex: Wednesday, 12/2/2020)	Dated signature from Authorized DPR Site Representative	Dated signature from Authorized LACMA Representative

Part III: Permanent Installations

Please check the box below to indicate if a permanent installation (mural, sculpture, etc.) is planned for the site. If so, Exhibit F, the Permanent Installation Design Approval Form, must be signed by the authorized representative from the DPR Site and submitted with this Site Service Agreement.

- ☐ A permanent installation IS being planned as part of this program, and Exhibit F will be signed and submitted.
- ☐ A permanent installation is NOT being planned as part of this program.

Part IV: Agreement

By signing this Site Service Agreement, all the signers agree to the following:

- Both LACMA and DPR Site agree to make every effort to uphold the schedule, as listed in the "General Program Schedule" and "Other Engagements" sections of Part 11, recognizing that disruptions to the schedule have administrative and potentially financial ramifications.
- In the event that the Site or LACMA needs to request a change to this schedule, that request should come at least 48 hours prior to the session in question. LACMA or the Site (as applicable) will make a good faith effort to accommodate the request. Any schedule changes must be noted and signed off in the "Schedule Changes" section of Part II of this document. LACMA and DPR must receive the updated Site Service Agreement within 5 days of the change.

Signature from Authorized Site Representative:

Signature: _____

Print Name: _____

Date: _____

Signature from LACMA Representative:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT B

LACMA and DPR ADMINISTRATION

LACMA ADMINISTRATIVE DIRECTOR:

Name: Naima Keith
Title: VP of Education and Public Programs
Address: 5905 Wilshire Blvd, Los Angeles CA 90036
Telephone: (323) 857-6137
E-Mail Address: nkeith@lacma.org

***LACMA PROJECT DIRECTOR:**

Name: Maria Ramos
Title: Manager, School and Education Community Program
Address: 5905 Wilshire Blvd, Los Angeles CA 90036
Telephone: (323)932-5812
E-Mail Address: mramos@lacma.org

DPR PROJECT DIRECTOR:

Name:

Title: Deputy Director, Planning and Development Agency

Address: 1000 S. Fremont Ave, Unit #40, Alhambra, CA 91803

Telephone: 626-588-5322

E-Mail Address: _____@parks.lacounty.gov

*Notices shall be sent to LACMA Project Director, with a copy to LACMA VP of Education.

