

APPROVED

AUG 17 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-147

DATE August 17, 2023

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – CONCEPTUAL APPROVAL FOR THE “A BRIDGE HOME INCLUSIVE PARKS PROJECT” AT GRIFFITH PARK AND ISSUANCE OF A RIGHT OF ENTRY PERMIT TO KOUNKUEY DESIGN INITIATIVE GRANTING ACCESS TO GRIFFITH PARK PROPERTY TO CONDUCT A PHASE I COMMUNITY ENGAGEMENT, PLANNING, AND DESIGN PROCESS; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15306 [BASIC DATA COLLECTION, RESEARCH, EXPERIMENTAL MANAGEMENT, AND RESOURCE EVALUATION ACTIVITIES WHICH DO NOT RESULT IN A SERIOUS OR MAJOR DISTURBANCE TO AN ENVIRONMENTAL RESOURCE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 6(2) OF CITY CEQA GUIDELINES

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
B. Jackson	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____

General Manager

Approved X For Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

1. Conceptually approve the A Bridge Home (ABH) Inclusive Parks Project as described in this Report and as set forth in Attachment 1 of this Report (Project), subject to the Board of Recreation and Park Commissioners’ (Board) future approval of the final Project plan and associated agreement authorizing the use of park property within Griffith Park commonly referred to as the former LA Shares Site, located at 3224 Riverside Drive, Los Angeles 90027 (Premises) for the Project;
2. Approve the proposed Right of Entry (ROE) permit, PD-ROE-146, substantially in the form included with this Report as Attachment 2, authorizing Kounkuey Design Initiative, Inc. (KDI) access to the Premises for purposes of conducting community engagement process (Phase 1) to inform the planning, and design process associated with the contemplated Project to determine the final proposed scope and design for the Project, which would

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include the installation of temporary improvements and provision of related programmatic activities;

3. Direct Department of Recreation and Parks (RAP) staff to return to the Board for approval of the final Project and associated agreement authorizing the use of the Premises for the Project prior to implementation of the Project;
4. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15306 [Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource] of California CEQA Guidelines and Article III, Section 1, Class 6(2) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing the NOE;
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

KDI is a non-profit community development organization that focuses on activating underutilized spaces within urban areas as "Productive Public Spaces". With support from the Office of Councilmember Nithya Raman of the Fourth Council district, KDI has requested authorization to utilize a portion of Griffith Park commonly known as the former LA Shares site, located at 3224 Riverside Drive, Los Angeles 90027 (Premises), to conduct Phase I activities of their proposed "A Bridge Home (ABH) Inclusive Parks Project" (Project). The Project is proposed to be sited adjacent to the current ABH Facility located at 3210 Riverside Drive, Los Angeles 90027. The Phase I activities will be comprised of a community engagement process to inform the planning, and design of the Project. The community engagement process would include both passive and active methods of communication, such as surveys and questionnaires, and direct community discussions, with the objective being to identify potential design concepts for the Project, including the installation of temporary improvements, such as a small performance stage, picnic tables and benches, canopies and booths, and other recreational amenities, as well as to identify community desired programming activities for a temporary, community gathering and recreational space.. The Project is conceptually described in the attached Project description included with this Report as Attachment 1. All Phase 1 activities as well as all proposed Project improvements and related programming and activities shall be performed at KDI's expense and at no cost to RAP. RAP's contribution to the Phase 1 and the Project will solely be the authorization to use the

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Premises. RAP will continue to maintain the space in the same manner as currently maintained, which includes mowing and caring for the natural turf areas. The security and maintenance of any Project improvements would be the responsibility of KDI.

RAP staff requests authorization to issue the proposed ROE, which only authorizes KDI to use the Premises solely for the purposes of conducting Phase 1 activities. Though the Board is also being requested to give its conceptual approval of the proposed Project, it should be noted that final approval of the Project is not being requested at this time. Upon completion of the Phase 1 activities, a final Project plan and associated agreement authorizing the temporary use of the Premises for the Project will be brought before the Board for approval, which will include the proposed design of temporary improvements and description of programming activities.

ENVIRONMENTAL IMPACT

The proposed Project consists of basic data collection, which do not result in a serious or major disturbance to an environmental resource.

According to the parcel profile report retrieved on August 9, 2023 this area resides in a liquefaction zone. The implementation of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal or methane zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of August 9, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site, but have listed RB Case #: 900270143 within 1,000 feet from the site area. The case was a leaking underground storage tank that was remediated. The Regional Water Quality Control Board closed the case in 2009. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is located within Griffith Park, an historic cultural monument of the City of Los Angeles (HCM 942), as this activity does not involve any installation of new structures, it will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15306 of California CEQA Guidelines and Article III, Section 1, Class 6(2) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

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The issuance of the proposed Right of Entry permit will have no fiscal impact on the RAP General Fund, as the Phase I activities will be performed by KDI through grants, private donations, and other outside resources secured by KDI or directly funded by KDI, at no cost to RAP.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Strategic Plan Goal 2 - Offer Affordable and Equitable Recreation Programming

Strategic Plan Goal 4 - Actively Engage Communities

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

LIST OF ATTACHMENTS/EXHIBITS

1. Project Description
2. Right of Entry Permit: PD-ROE-146

A Bridge Home (ABH) Inclusive Parks Project | potential site uses and community programs

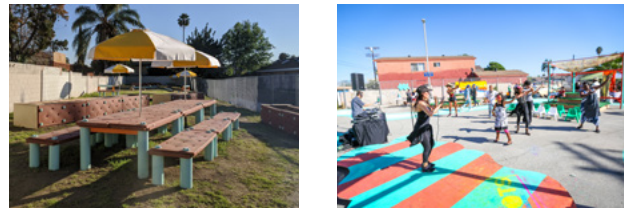
This site plan includes potential programs and uses on the property adjacent to the ABH site. The final programs and uses may be a selection of these and will be determined through a participatory, community-led design process with ABH residents, residents of the broader Los Feliz community, and users of Griffith Park and nearby public amenities like the Griffith Park Adult Community Center. The placement of programs, materials used, and other details will be determined in partnership with the City of Los Angeles Department of Recreation and Parks (RAP), People Assisting the Homeless (PATH), and community stakeholders engaged in the design process.

All site improvements are temporary and will be fully removed at the end of the project; the project timeline will be determined at the end of Phase I.

Community hub

Communal spaces for neighborhood-serving activities. These may include:

- Community gathering and event space
- Shade structures, tables, and chairs
- Performance space and/or visual art



Recreation space

Temporary spaces for active and passive recreation. These may include:

- Play spaces
- Walking routes



Wellness hub

Space for community members to access services they prioritize during engagement. These may include physical and mental health services, mindfulness and meditation classes, holistic wellness treatments, art therapy, and other types of programs offered by providers on the site.

- Mental health services
- Physical health services
- Exercise or creative classes



A Bridge Home (ABH) Inclusive Parks Project | potential site uses and community programs

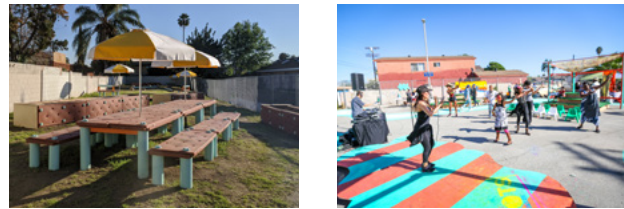
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BOARD OF COMMISSIONERS

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ASSISTANT GENERAL MANAGER

(213) 202-2633

August 17, 2023

Attachment 2

Kounkuey Design Initiative, Inc.
Attn: Chelina Odbert
309 East 8th Street, Suite 205
Los Angeles, California 90014

RE: TEMPORARY, NON-EXCLUSIVE, REVOCABLE RIGHT OF ENTRY PERMIT TO KOUNKUEY DESIGN INITIATIVE, INC. AUTHORIZING THE USE OF A PORTION OF GRIFFITH PARK COMMONLY KNOWN AS "THE FORMER LA SHARES SITE," FOR PURPOSES OF CONDUCTING A COMMUNITY ENGAGEMENT, PLANNING, AND DESIGN PROCESS RELATED TO THE PROPOSED "A BRIDGE HOME (ABH) INCLUSIVE PARKS PROJECT" - PERMIT NO. PD-ROE-146

Dear Ms. Angius,

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, non-exclusive, revocable right-of-entry Permit No. PD-ROE-146 (PERMIT), to Kounkuey Design Initiative, Inc. (referred to herein as PERMITTEE) for the purpose of using the PREMISES (as defined herein) for the PERMITTED USES set forth herein, which are those activities related to community engagement and planning/design outreach activities (PROGRAM) to identify possible design concepts and recreational activities for a temporary community gathering and recreational space at the PREMISES as preliminarily set forth in the Conceptual Project Description attached hereto and incorporated herein by reference as Exhibit A (PROJECT). This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED
PERMITTEE is hereby granted a non-exclusive license to use the PREMISES solely for the PERMITTED USES set forth below pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.
2. PREMISES DEFINED
The PREMISES authorized for use by PERMITTEE under this PERMIT, consists of that portion of Griffith Park referred to as the Former LA Shares Site, located at



3224 Riverside Drive, Los Angeles, CA 90027, as further depicted in the Site Map attached hereto as Exhibit B. The PREMISES is separate from, but adjacent to, the "A Bridge Home" Facility located at 3210 Riverside Drive, Los Angeles, CA 90027 (ABH). The PREMISES shall be used solely for the PERMITTED USES set forth in this PERMIT. The areas of the PREMISES authorized for use by PERMITTEE are subject to change at the sole discretion of RAP's General Manager. In the case there is a change to the authorized PREMISES, PERMITTEE will be given, in writing, notice of such change at least fourteen (14) calendar days prior to such change.

3. PERMIT TERM

The term of this PERMIT (referred to herein as "TERM") shall be six (6) months from the PERMIT effective date set forth below, subject to PERMITTEE's compliance with the terms and conditions of this PERMIT.

4. PERMITTED USES AND OBLIGATIONS

The PREMISES shall be used by PERMITTEE solely for the PERMITTED USES set forth herein during the times specified in Section 5 below. The PERMITTED USES shall be the following activities on the PREMISES in connection with the PROGRAM: PERMITTEE will survey ABH residents and community members that reside in the neighborhoods surrounding PREMISES for the sole purpose of gaining insight into the types of amenities and programming that would be best suited for and most utilized by the community at the PREMISES for the contemplated PROJECT. This community engagement process will include both community discussions and the possible use of surveys and/or questionnaires in order to determine an appropriate design or layout for the installation of temporary recreational improvements and the provision of various services as part of the PROJECT that will be utilized by both ABH residents and the community members of the surrounding neighborhoods. The installation, use and maintenance of any recreational improvements, and the provision of any programming in connection thereto, is NOT AUTHORIZED under this PERMIT, and PERMITTEE understands and acknowledges that any activity beyond those authorized under this PERMIT, including any activities that may comprise a "Phase II" portion of the PROJECT, will require a separate agreement between PERMITTEE and RAP which must be approved by the Board of Recreation and Park Commissioners ("BOARD"). Nothing herein, including the approval of this PERMIT, shall be construed as an approval of the PROJECT, in whole or in part, by the City, RAP or the Board.

PERMITTEE is authorized to use the PREMISES in accordance with the following conditions:

- a. The PREMISES shall be used solely for the PERMITTED USES set forth above.
- b. PERMITTEE shall be responsible for all costs related to the PERMITTED USES and shall pay all related fees and costs at PERMITTEE's sole expense.
- c. PERMITTEE shall provide all equipment, supplies, and materials for the PERMITTED USES, at no cost to RAP.
- d. PERMITTEE must present ideas and concepts about the contemplated PROJECT at the Griffith Park Advisory Board (GPAB) meeting on October 26, 2023 at 6:30pm at the Griffith Park Visitors Center located at 4730 Crystal Springs Drive, Los Angeles, CA 90027 in order to receive feedback and comments. PERMITTEE shall contact the Griffith Region Superintendent identified in Section 10 at least five (5) business days in advance of the meeting to schedule PERMITTEE's attendance and participation at the meeting.
- e. PROGRAM Staff and Volunteers. PERMITTEE is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including but not limited to PROGRAM operations and maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. PERMITTEE shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
 - i. PERMITTEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders, and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this PERMIT. In doing so, PERMITTEE shall maintain regular communication with RAP staff to ensure PERMITTEE's compliance

with such policies, procedures, regulations, orders and requirements, and PERMITTEE shall be solely responsible for all costs related to ensuring such compliance.

- ii. For as long as any Federal, State, or City vaccination mandates or requirements remain in effect for Federal, State, City employees, and/or City contractors, the employees of PERMITTEE and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this PERMIT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, PERMITTEE shall obtain proof that such Contractor Personnel have been fully vaccinated. PERMITTEE shall retain such proof for the period of retention of all records under this PERMIT. PERMITTEE shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If PERMITTEE wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, PERMITTEE shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by PERMITTEE. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, PERMITTEE shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.
- f. Photography. PERMITTEE shall ensure that no photographs of minors or depiction of their likeness are included in any publication or on any social

media platform without prior written consent by the minor's parent or legal guardian. A copy of the signed consent form must be given to the Griffith Region Office prior to any photographs being taken.

- g. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PREMISES.
- h. Safety Practices. PERMITTEE shall correct any violations of safety practices immediately, and shall cooperate fully with RAP in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), PERMITTEE must notify the Griffith Park Special Events staff as soon as possible, but no later than twenty-four (24) hours following the incident. Notice of non-serious injuries occurring on the PREMISES shall also be provided to the Griffith Park Special Events staff within seventy-two (72) hours. PERMITTEE shall keep internal documentation of the incident(s) and provide the RAP General Manager or his designee with such information upon request.
- i. Product and Food Sales Prohibited. The sale of goods, services, food, and/or beverages are not authorized under this PERMIT and are prohibited on PREMISES.

5. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the PREMISES for the PERMITTED USES during the following times (PERMITTED TIMES):

Monday - Saturday

9:00 AM to 6:00 PM

6. INSURANCE

PERMITTEE, their contractors, and sub-contractors, is/are insured and shall additionally insure the City of Los Angeles for the coverage(s) specified on Form 146R, attached hereto and incorporated herein by reference as Exhibit C. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of such insurance acceptable to City Administrative Officer (CAO) Risk Management, prior to PERMITTEE's occupancy and use of the PREMISES.

Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are attached hereto and incorporated herein by reference as Exhibit D.

7. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, PERMITTEE 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 PERMITTEE'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 PERMITTEE, 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 PERMIT. This provision will survive expiration or termination of this PERMIT.

PERMITTEE is aware of the condition of the PREMISES and accepts PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

PERMITTEE 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 PERMIT and PERMITTEE 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 PERMITTEE's performance under this PERMIT, 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. PERMITTEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

8. WAIVER OF DAMAGES

PERMITTEE hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

9. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT, time extensions, or require additional work to be performed, etc., such requests for said modifications and/or additions shall be submitted in writing to:

City of Los Angeles Department of Recreation and Parks

Attn: Partnership Section

221 North Figueroa Street, Suite 180

Los Angeles, California 90012

Email: Melissa.Bettis@lacity.org

Phone: (213) 202-5600

10. PRIMARY CONTACTS

The following shall be the primary points of contacts for day-to-day operations and maintenance matters:

PERMITTEE: Carolyn Angius
Kounkuey Design Initiative, Inc.
309 East 8th Street, Suite 205
Los Angeles, California 90014
Email: carolyn@kounkuey.org
Office Phone: (213) 537-0031
Mobile Phone: (971) 409-3667

RAP: Stefanie Smith, Superintendent
Griffith Region Office
4800 Griffith Park Drive
Los Angeles, CA 90027
Email: Stefanie.Smith@lacity.org
Phone: (323) 661-9465

11. RIGHT OF INSPECTION

Authorized representatives, agenda, and employees of RAP and the City of Los Angeles shall have the right to enter the PREMISES at any time for inspection of the PREMISES.

12. DAMAGE TO PREMISES

PERMITTEE shall maintain the PREMISES in an orderly condition during the TERM of PERMITTEE operations. PERMITTEE shall be responsible for the repair of the PREMISES if any damage is caused by PERMITTEE activities.

13. RESTORATION OF PREMISES

PERMITTEE shall immediately repair any damages to the PREMISES which occur during PERMITTEE's operations. PERMITTEE recognizes that any damage which remains unrepaired may constitute a hazard to public safety and RAP retains at its discretion the right to perform any such needed repairs to mitigate any risk to the public. In such an event, RAP may recoup any expenses incurred by RAP due to such repairs from PERMITTEE with reasonable notice and evidence of such expenses.

14. REVOCAION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reasons beyond RAP's control, or due to emergency. Upon receipt of written notice of revocation, PERMITTEE agrees to discontinue occupancy of the PREMISES and/or any activity being performed on or within the PREMISES.

15. ENTIRE PERMIT

This PERMIT sets forth all of the rights and duties of the PARTIES with respect to the subject matter hereof, and replaces any and all previous permits or understandings, whether written or oral, relating thereto.

16. ACCEPTANCE

To indicate PERMITTEE's acceptance of the terms and conditions herein, an authorized representative of PERMITTEE must sign on signature block below, retain a copy for PERMITTEE's files, return the signature page with the original signature to the Partnership Section at the address stated in Section 9, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 6 of this PERMIT.

Sincerely,

JIMMY KIM, General Manager

STEFANIE SMITH

Superintendent, Griffith Region Operations

Kounkuey Design Initiative
Permit No. PD-ROE-146
Page 9

JK/SS/JA:mb

cc: Joel Alvarez, Senior Management Analyst II, Partnership Section

Attachments: Exhibit A: Conceptual Project Design
Exhibit B: Site Map
Exhibit C: Insurance Form 146R
Exhibit D: Insurance Submission Instructions

[SIGNATURE EXECUTION PAGE FOLLOWS]

SIGNATURE EXECUTION PAGE

TEMPORARY, NON-EXCLUSIVE, REVOCABLE RIGHT OF ENTRY PERMIT TO KOUNKUEY DESIGN INITIATIVE, INC. AUTHORIZING THE USE OF THE PREMISES FOR PURPOSES OF CONDUCTING A COMMUNITY ENGAGEMENT, PLANNING, AND DESIGN PROCESS RELATED TO THE PROPOSED "A BRIDGE HOME INCLUSIVE PARKS PROJECT" – PERMIT NO. PD-ROE-146

As the authorized representative of Kounkuey Design Initiative, Inc., I hereby accept the terms and conditions of the Right of Entry Permit contained herein:

Permittee Signature

Date

Permittee Name (print)

CEO + Founding Principal

PERMIT VALIDATION:

Permit Effective Date

Signature

Date

RAP Representative Name

Title

Exhibit A

Conceptual Project Description

A Bridge Home (ABH) Inclusive Parks Project | potential site uses and community programs

This site plan includes potential programs and uses on the property adjacent to the ABH site. The final programs and uses may be a selection of these and will be determined through a participatory, community-led design process with ABH residents, residents of the broader Los Feliz community, and users of Griffith Park and nearby public amenities like the Griffith Park Adult Community Center. The placement of programs, materials used, and other details will be determined in partnership with the City of Los Angeles Department of Recreation and Parks (RAP), People Assisting the Homeless (PATH), and community stakeholders engaged in the design process.

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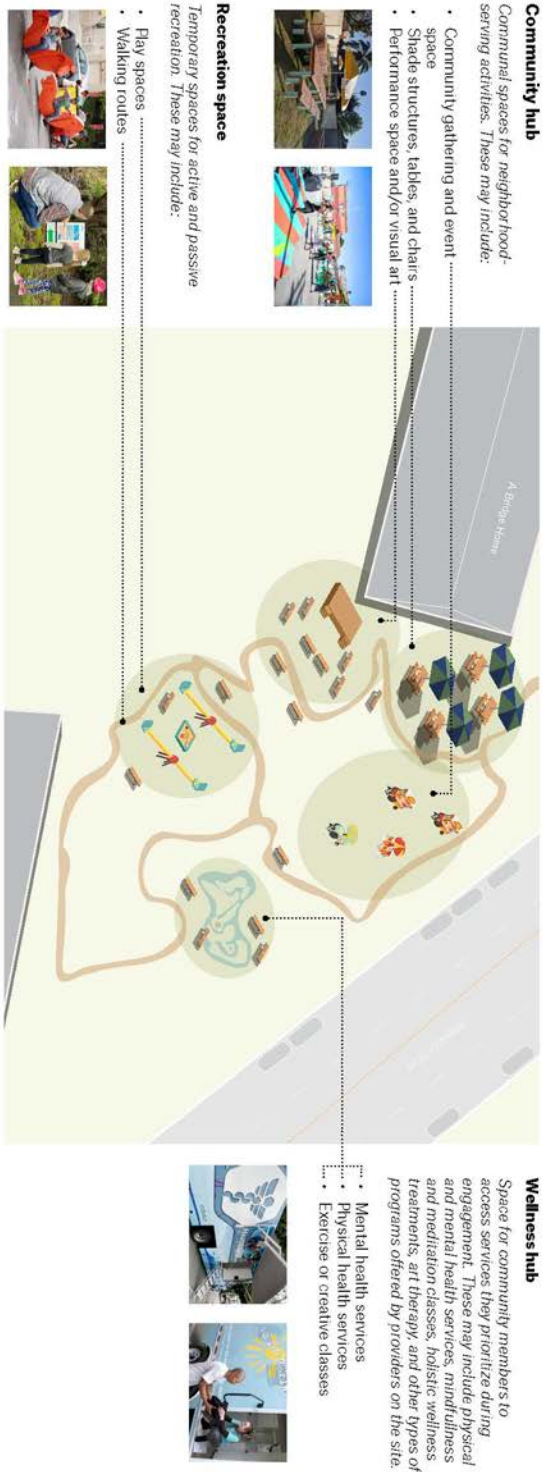


Exhibit B

Site Map

PREMISES: 3224 Riverside Drive, Los Angeles, CA 90027

The portion of Griffith Park authorized for use by KDI for the Project's Phase I Community Engagement, Planning, and Design process is outlined in red below:



Exhibit C

Insurance Requirements (Form 146R)

Form Gen. 146 (Rev. 6/12v)

Required Insurance and Minimum Limits

Name: Kounkuey Design Initiative, Inc. Date: 08/07/2023

Agreement/Reference: ROE - "A Bridge Home Inclusive Parks Project" Engagement and Outreach Phase I, Griffith 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
<hr/>	
<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	
<hr/>	
<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"/> _____	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$ 1,000,000</u>
<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"/> _____	_____
<hr/>	
<input type="checkbox"/> _____	_____
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> Crime Insurance	_____
<hr/>	
Other: <u>Provided to: Joel Alvarez</u>	
<u>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.</u>	
<u>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.</u>	

Exhibit D **Insurance Instructions**

(Rev. 05/18)

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 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 & 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.