

APPROVED

August 21 2025

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-148

DATE August 21, 2025

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: STUDIO CITY RECREATION CENTER – AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-168: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT ISSUED TO THE STUDIO CITY PRESCHOOL DBA STUDIO CITY COOPERATIVE PRESCHOOL (SCCP) FOR ACCESS TO PREMISES FOR STORAGE PURPOSES

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

9/16
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed First Amendment (First Amendment) to Right of Entry Permit PD-ROE-168 (Permit) issued to The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP), substantially in the form attached to this Report as Attachment 1, to extend the term for an additional term of eighteen months and update the parties' primary contacts, subject to the approval of the City Attorney as to form;
2. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals; and
3. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

SUMMARY

Studio City Cooperative Preschool (SCCP) has been operating on the grounds of Studio City Recreation Center (Center) since the 1950s. Most recently, SCCP operated under Agreement No. 3805 until the Studio City Recreation Center building demolition and redevelopment project began in late 2024, causing SCCP to temporarily suspend their child development program (Program) and relocate offsite. RAP issued a Right of Entry Permit PD-ROE-168 (Permit) on October 11, 2024, which is set to expire on October 25, 2025. The Permit authorizes SCCP to store its supplies within the enclosed SCCP area authorized for their use in the Program (Premises); this area is not part of the Center's construction project, but is located in proximity to the project. Pursuant to the terms and conditions of the Permit, SCCP staff and parent volunteers

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are authorized to access the Premises one day per week on Sundays while no construction work is occurring, to retrieve supplies necessary for Program operation at an off-site location. Upon conclusion of the Center's construction project, RAP and SCCP will discuss their return to the Premises for the continued operation of the Program under a new agreement.

Staff recommends that the ROE be amended to extend the term for an additional eighteen months, at which point it is expected that the Park renovations will be completed.

FISCAL IMPACT

The proposed First Amendment will have no adverse fiscal impact on the RAP General Fund, as the Premises is being used for storage purposes only and is not generating any costs for RAP.

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

LIST OF ATTACHMENTS

- 1) Proposed First Amendment to Right of Entry Permit PD-ROE-168
- 2) Right of Entry Permit PD-ROE-168

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ASSISTANT GENERAL MANAGER

(213) 202-2633

August 21, 2025

Katherine Dyson, President

The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP)

president@studiocitycoop.org

P.O. Box 1976

Studio City, CA 91604-1976

AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-168: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO THE STUDIO CITY PRESCHOOL (DBA STUDIO CITY COOPERATIVE PRESCHOOL) (SCCP) FOR ACCESS TO PREMISES WITHIN STUDIO CITY RECREATION CENTER GROUNDS FOR STORAGE PURPOSES

Dear Ms. Dyson:

The City of Los Angeles, Department of Recreation and Parks (RAP) issued Right of Entry Permit No. PD-ROE-168 (PERMIT) to The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP) (PERMITTEE) on October 11, 2024, for the period of October 26, 2024 to October 25, 2025. As defined in Section 1 of said PERMIT, PERMITTEE is granted authorization to enter and utilize certain park property known as the "Studio City Cooperative Preschool" (PREMISES) located within the grounds of Studio City Recreation Center (CENTER), for the storage of supplies related to the SCCP early childhood education program, which operation is currently suspended due to ongoing construction activities at the CENTER.

RAP hereby amends the PERMIT as if fully set forth herein, acknowledging PERMITTEE's continued use of the PREMISES for storage purposes in accordance with the terms and conditions of PERMIT, except as specifically modified below:

3. PERMIT TERM

The performance period for PERMITTEE's authorized use of the PREMISES (referred herein as "TERM" shall expire on April 25, 2027. This PERMIT is revocable by either PARTY upon thirty days prior written notice to the other PARTY.



The Studio City Preschool dba Studio City Cooperative Preschool (SCCP)

PD-ROE-168- Amendment No. 1

August 21, 2025

13. PRIMARY CONTACTS

Andres De La Hoya, East Valley District Supervisor
Valley Region
6335 Woodley Avenue
Van Nuys, California 91406
Phone: (818) 756-8188
Email: Andres.DeLaHoya@lacity.org

Melissa Bettis, Partnerships Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012
Phone: (213) 202-5600
Email: Melissa.Bettis@lacity.org

All other provisions and conditions of PERMIT shall remain unchanged. We appreciate your attention to this matter. Should you have any questions or concerns, please contact Melissa Bettis, Partnership Section, at (213) 202-5600.

Sincerely,

JIMMY KIM, General Manager

MARIANA VALDIVIA

Chief Management Analyst, Partnership and Sustainability Sections, Special Operations Branch

MV/JA:mb

The Studio City Preschool dba Studio City Cooperative Preschool (SCCP)

PD-ROE-168- Amendment No. 1

August 21, 2025

SIGNATURE EXECUTION

AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-168: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO THE STUDIO CITY PRESCHOOL DBA STUDIO CITY COOPERATIVE PRESCHOOL (SCCP) FOR ACCESS TO PREMISES FOR STORAGE PURPOSES AT STUDIO CITY RECREATION CENTER

As the authorized representative of The Studio City Preschool dba Studio City Cooperative Preschool (SCCP), I hereby accept the terms and conditions of the AMENDMENT NO. 1 contained herein:

Permittee Signature

Date

Permittee Name (print)

Title

COMMENCEMENT AND VALIDATION DATE OF THE AMENDMENT NO. 1:

Commencement Date

RAP Representative Signature

Print Name

Title

BOARD OF COMMISSIONERS

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PRESIDENT

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ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ACTING ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

Attachment 2

September 29, 2024

Katherine Dyson, President
The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP),
president@studiocitycoop.org,
P.O. Box 1976
Studio City, CA 91604-1976

**TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO THE STUDIO CITY
PRESCHOOL DBA STUDIO CITY COOPERATIVE PRESCHOOL, FOR ACCESS TO
PREMISES FOR STORAGE PURPOSES AT STUDIO CITY RECREATION CENTER
– PERMIT NO. PD-ROE-168**

Dear Ms. Dyson:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-168 (PERMIT) to The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP), a 501(c)(3) California non-profit corporation, and any contractors, sub-contractors, vendors, and/or adult volunteers performing activities or work relative to the programs and services provided by The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP) (collectively referred to herein as "PERMITTEE"), granting authorization for PERMITTEE to enter park property known as Studio City Recreation Center ("PARK"), located at 12621 Rye St., Studio City, CA 91604, to access the fenced in early childcare area ("PREMISES"), via fencing located near Landale Street as depicted on the site plan attached hereto and incorporated herein by reference as Exhibit-A, by adults only for storage purposes for their early childcare program ("PROGRAM"), which is currently held off-site due to ongoing construction at the PARK.

Pursuant to the terms and conditions of this PERMIT, PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the storage and maintenance of the PREMISES, at no cost to CITY/RAP. PERMITTEE agrees that PROGRAM will not occur on PREMISES, during the term. PERMITTEE shall be required to obtain, at its sole expense, any and all operating permits and/or licenses that may be required in connection with its storage operation, including but not limited to, building permits, tax permits, business licenses, health permits, certifications, etc.

This PERMIT is issued and shall be executed with the understanding and concurrence of PERMITTEE, that the issuance of this PERMIT was performed in the anticipation of a more formal, long-term agreement being prepared and executed during, prior to the Re-establishment of PROGRAM onsite at the PREMISES, subject to approval by the Board of Recreation and Park Commissioners ("BOARD"), City Council, and the Office of the City Attorney. PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM.

This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED

Permission is granted to PERMITTEE to allow parents who participate in their PROGRAM to access the PREMISES for storage purposes only, as described herein and in the Site Use Description attached hereto and incorporated herein by reference as Exhibit B, pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.

2. PREMISES DEFINED

The PREMISES authorized for storage purposes by PERMITTEE consists of a fenced in area commonly referred to as the preschool, located within City owned, dedicated park property known as Studio City Recreation Center ("PARK"), located at 12621 Rye St., Studio City, CA 91604, as depicted by Exhibit-A.

3. PERMIT TERM

The performance period for PERMITTEE's authorized use of the PREMISES (referred herein as "TERM") shall be twelve (12) months commencing upon the execution of this PERMIT and validation by an authorized RAP representative, subject to PERMITTEE's compliance with the terms and conditions of this PERMIT.

4. PERMITTED USES, OBLIGATIONS and RESTRICTIONS

The PREMISES shall be used by PERMITTEE for storage purposes only, during the months, days, and operating hours specified in Section 3 herein and Section 5 below. PERMITTEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTEE shall only allow adult parents with children enrolled in their PROGRAM to access the PARK from Landale Street, as referenced in Exhibit A.
- b. PERMITTEE shall not operate their PROGRAM onsite and shall not have children or members of the public at the PREMISES.

- c. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.
- d. PERMITTEE is solely responsible for creating and enforcing protocols ensuring all persons accessing the PREMISES for storage purposes comply with applicable CITY, State, OSHA, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including 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.
- f. 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.

5. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the PREMISES for storage use by adult parents only as follows during the times specified herein (PERMITTED TIMES).

PERMITTED TIMES shall be:

- A. Sunday, 12:00 pm - 5:00 pm for parents only;

6. PARKING

During the TERM of this PERMIT, the PARK's Parking lot will not be available to PERMITTEE nor the public. PERMITTEE is not permitted to access the parking lot due to ongoing construction.

7. MAINTENANCE OF PREMISES

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PERMITTEE, at its sole cost and expense, shall maintain the PREMISES in a good condition and repair as needed, and shall perform such functions of maintenance and/or repair of the PREMISES as described herein.

- A. PERMITTEE accepts PREMISES in its current condition and 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, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or PERMITTEE, and regardless of cause.
- B. PERMITTEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through PERMITTEE personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- C. PERMITTEE shall perform the following maintenance duties on a daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by PERMITTEE activity or activity of a contracted vendor;
 - iii. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
 - iv. PERMITTEE shall be responsible for maintaining interior and securing the fence and entry point.
- D. PERMITTEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- E. PERMITTEE shall be responsible for securing PERMITTEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible

for the security of PERMITTEE personal property before, during, or after PERMITTED TIMES.

- F. PERMITTEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during PERMITTEE's operations and/or are a risk to public safety, or that is caused by PERMITTEE's contractors or vendors. PERMITTEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, PERMITTEE waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- G. PERMITTEE shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the PREMISES.
- H. PERMITTEE shall not use utility service connections, due to ongoing construction in the PARK.
- I. PERMITTEE acknowledges and is aware that PARK is undergoing construction work and has areas closed to the public. Shall RAP or other City agencies determine that certain access is not allowable outside or inside of the PREMISES, RAP will provide PERMITTEE with reasonable advance notice. RAP shall not be held liable for any loss of revenue or interruption of PERMITTEE's PROGRAM if advance notice to the PERMITTEE is not possible in a timely manner.
- J. PERMITTEE shall keep and maintain the exterior walls, shades, and structural members of any buildings within the PREMISES in good condition and repair, at PERMITTEE's sole cost and expense, and no cost to CITY. PERMITTEE shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty (30) prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.
- K. City Not Obligated to Maintain or Repair. Except as may be expressly provided in this AGREEMENT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.
- L. Repairs by CITY. If PERMITTEE requests CITY to provide any repairs, services or maintenance, PERMITTEE shall pay for such repairs, services, or

maintenance at actual cost, including costs incurred by City, as determined by RAP. CITY may require a cash deposit in advance.

M. Emergency Repairs by PERMITTEE. PERMITTEE shall be allowed to perform emergency maintenance repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. PERMITTEE shall provide notification to RAP of any such needed repairs within forty-eight (48) hours from completion of the required work.

N. Alterations and Improvements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. PERMITTEE shall provide CITY with detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of PERMITTEE.

8. INSURANCE

PERMITTEE, their contractors, and sub-contractors, is/are insured and shall additionally insure CITY for the coverage(s) specified on Form 146R, attached hereto and incorporated herein by reference as Exhibit B. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of 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 C.

9. 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.

10. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL SENSITIVITY

PERMITTEE agrees that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth herein. PERMITTEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used on the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of the City of Los Angeles, RAP or PERMITTEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and/or stain shall be brought onto or stored on the PREMISES.

PERMITTEE must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the

environment. PERMITTEE shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

11. 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.

12. 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
c/o Partnership Section
221 North Figueroa Street, Suite #180
Los Angeles, California 90012

Phone: (213) 202-5600
Email: rap.partnerships@lacity.org

13. PRIMARY CONTACTS

PERMITTEE's primary contact shall be:

Katherine Dyson, President
The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP),
P.O. Box 1976
Studio City, CA 91604-1976
president@studiocitycoop.org

RAP's primary contacts shall be:

Craig Edemann, East Valley District Supervisor
Valley Region
6335 Woodley Ave, Los Angeles
(818) 756-8188
craig.edemann@lacity.org

Adriana Bautista, Partnerships Section
221 N. Figueroa, Los Angeles
(213) 202-5600
adriana.bautista@lacity.org

14. RATIFICATION

At the request of RAP, and because of the need therefore, PERMITTEE began performance of the responsibilities herein required, prior to the execution hereof. By execution of this PERMIT, RAP hereby accepts such service(s) and related activities, subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its agreement with PERMITTEE and authorization for such services and activities to occur as stated herein.

15. REVOCATION OF PERMIT

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

16. NON-DISCRIMINATION

PERMITTEE shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PERMITTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 14, RAP shall have the right to terminate this PERMIT and to reenter and repossess said land and the facilities thereon and hold the same as if said PERMIT had never been executed.

17. 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.

18. 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 13, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 9 of this PERMIT.

Sincerely,

MARIANA VALDIVIA,
Chief Management Analyst
Partnership and Sustainability Sections

MV/JA:ab

Attachments: Exhibit A: Site Map
Exhibit B: Program Description
Exhibit C: Insurance Requirements and Submission Instructions

[SIGNATURE EXECUTION PAGE FOLLOWS]

SIGNATURE EXECUTION PAGE

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO THE STUDIO CITY PRESCHOOL DBA STUDIO CITY COOPERATIVE PRESCHOOL, TO UTILIZE THE PREMISES FOR STORAGE PURPOSES AT STUDIO CITY RECREATION CENTER, – PERMIT NO. PD-ROE-168

As the authorized representative of The Studio City Preschool, dba Studio City Cooperative Preschool (SCCP), I hereby accept the terms and conditions of the Right of Entry Permit contained herein:

Permittee Signature

Date

Permittee Name (print)

Title

PERMIT VALIDATION:

Permit Validation Date

Signature

Date

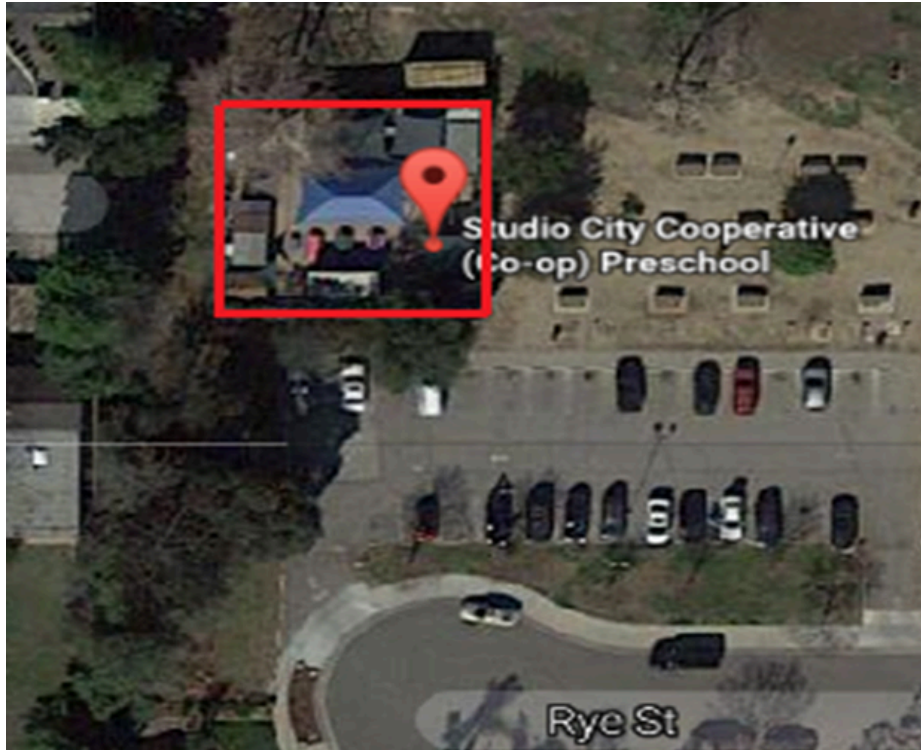
RAP Representative Name

Title

EXHIBIT A

Site Map

The PREMISES authorized for the operation of a cooperative preschool is shown below in the red border, located at 12621 Rye Street, Studio City, CA 91604 .



PERMITTEE may enter and exit the PARK to access the PREMISES through Landale Street only. No other access/entry points from Rye Street or other streets are permitted unless for emergency purposes.

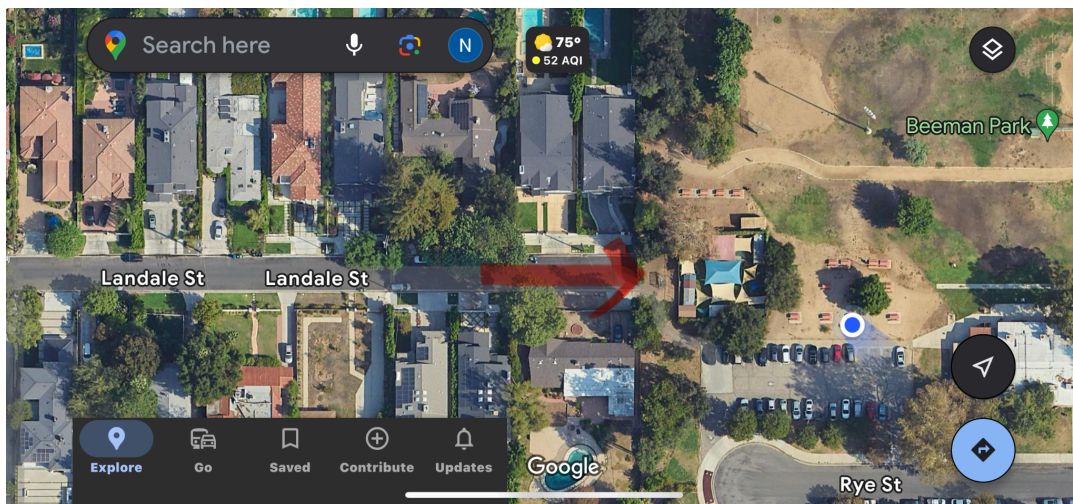


EXHIBIT B
Site Use Description

This PERMIT grants authorization for PERMITTEE's cooperative parents to enter park property known as Studio City Recreation Center ("PARK"), for accessing the fenced in early childcare area located at 12621 Rye St., Studio City, CA 91604 ("PREMISES"), via Landale Street, as depicted on the site plan attached hereto and incorporated herein by reference as Exhibit-A, for storage purposes only for their early childcare program ("PROGRAM"), which is currently held off-site due to ongoing construction at the PARK.

PERMITTEE shall only allow adult parents with children enrolled in their PROGRAM to access the PARK from Landale Street, as referenced in Exhibit A.

PERMITTEE shall not operate their PROGRAM at PARK and shall not have children or members of the public at the PREMISES.

The PREMISES may be used as storage, for materials and items that serve the PROGRAM. The PREMISES shall not be open to the public or used for other purposes.

Exhibit C
Insurance Requirements

[INSERT EXHIBIT 146 HERE]

**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

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.