

# APPROVED

June 20 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 24-144

DATE: June 20, 2024

C.D. 4 + 13

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK AND ELYSIAN PARK – AMENDMENT NO. 3 TO RIGHT OF ENTRY PERMIT PD-ROE-125 TO EXTEND TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL FOR THE OPERATION OF AN OUTDOOR NATURE BASED EARLY CHILDHOOD RECREATIONAL DEVELOPMENT PROGRAM – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

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

  
 \_\_\_\_\_  
 General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the proposed Amendment No. 3 (Amendment) to Permit No. PD-ROE-125 (Permit) authorizing Northeast LA Forest School’s (NeLAFS) continued operation of an outdoor, nature-based, recreational child development program at designated premises within Elysian Park and Griffith Park, and extending the term of the Permit until February 28, 2025, in the form attached hereto as Attachment 1;
2. Authorize the Assistant General Manager, Special Operations Branch, to issue the approved Amendment to NeLAFS for subsequent execution and validation, subject to the NeLAFS’s satisfaction of applicable Permit requirements;
3. Determine that the approval of the proposed Amendment (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical

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equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;

4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

### SUMMARY

Northeast LA Forest School (NeLAFS) currently operates an outdoor, nature-based, recreational child development program for children ages 2-6 years old under an existing Right of Entry Permit PD-RO-125 (Permit) for an approved pilot program based at the following locations:

- Griffith Park during the spring and summer seasons, and
- Elysian Park during the fall and winter seasons.

This recreational childcare development program, which relies on a nature-based curriculum and operates completely outdoors, is one of the first of its kind in this area of Los Angeles, and the first to operate on RAP-owned property. Highly trained professional educators create a space where children can learn through explorations in nature while fostering independence and confidence. Forest Schools, also known as Forest Kindergartens in Europe, are part of a worldwide movement in Nature-Based Early Childhood Education. Programs similar to NeLAFS already operate across the world, with such programs becoming increasingly prevalent within the United States. Washington was the first state to approve forest schools under state-administered childcare licensing programs; similar legislation is under consideration in Sacramento. Especially in the wake of COVID 19, many public schools are also establishing "Forest Days" where children spend their Friday learning outside in nature.

The pilot program between NeLAFS and RAP commenced in September of 2020, and the Permit that currently governs the program is due to expire on June 30, 2024 (the Permit, as well as Amendment Nos. 1 and 2, are attached to this Report as Attachment 2). RAP and NeLAFS are engaged in on-going discussions concerning a longer-term agreement for NeLAFS's program, but further research and negotiation is necessary before any such agreement can be finalized. NeLAFS has successfully operated this program for nearly four years, and RAP staff therefore recommend the Board's approval of the proposed Amendment to extend the current Permit through February 28, 2025, while the parties continue their discussions of a new agreement.

The NeLAFS currently operates on a non-exclusive basis, sharing the areas with the public, near the Grace E. Simons Lodge in Elysian Park during the fall and winter seasons, and near the Old Zoo in Griffith Park during the spring and summer seasons. Each space is used

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seasonally to avoid conflicts with other park activities and events, and to ensure that NeLAFS's programming does not leave a lasting mark on the area's flora and fauna. Approval of the proposed Amendment will ensure continued seasonal access to these two spaces, while providing valuable childcare programming for the community. As of 2022, NeLAFS implemented a tiered tuition system for the five-day schedule in order to offer more accessible tuition rates for the program. Children ages 2-6 years old are welcome to attend, and the school also holds programming in parent education and teacher professional development.

NeLAFS requests, and RAP staff recommends, approval from the Board to issue the proposed Amendment for the continuance of their recreational child development program at both Elysian Park and Griffith Park. Upon reaching concurrence with NeLAFS regarding the terms and conditions for a longer-term agreement, staff will return to the Board for consideration of that agreement.

### ENVIRONMENTAL IMPACT

The proposed Project consists of permitting, the use of public structures, involving negligible or no expansion of existing or former use.

According to the parcel profile report retrieved on June 11 2024, the sites where the proposed activities take place do not reside in a liquefaction zone. The sites are not within a coastal, methane, or historic zone. The site at Griffith Park is included in a significant ecological area, but the proposed Right of Entry (ROE) permit includes regulatory measure to protect the existing ecological values. Based on these elements, 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 June 11, 2024 the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). 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 site at Griffith Park is located in a City of Los Angeles Historic Cultural Monument (HCM#942) but the type of activities proposed in this ROE permit and 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 the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as to Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

### FISCAL IMPACT

Approving the Agreement has no fiscal impact on RAP's General Fund.

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STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 5:** Ensure an Environmentally Sustainable Park System

**Outcome No. 1:** Decreased energy consumption and achieve a smaller carbon footprint

**Outcome No. 4:** Increased opportunities for environmental education

This Report was prepared by Joel Alvarez, Sr. Management Analyst II, and Adriana Bautista, Management Assistant, Partnership Section.

LIST OF ATTACHMENTS

- 1) Proposed Amendment No. 3
- 2) Permit PD-ROE-125 and Amendment Nos. 1 and 2

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June 20, 2024

Northeast L.A. Forest School  
Ms. Becca Hackett-Levy, Founder and Director  
2040 Fair Park Avenue, #409  
Los Angeles, California, 90041

**AMENDMENT NO. 3 TO PERMIT NO. PD-ROE-125: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL, FOR THE OPERATION OF AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM AT ELYSIAN PARK AND GRIFFITH PARK**

Dear Ms. Hackett-Levy:

The City of Los Angeles, Department of Recreation and Parks (RAP) issued Northeast LA Forest School (PERMITTEE) Amendment No. 2 (AMENDMENT 2) to Permit No. PD-ROE-125 (PERMIT) on December 22, 2023. As stipulated in AMENDMENT 2 and the PERMIT, PERMITTEE is granted authorization to enter and utilize certain portions of park property on a non-exclusive basis at Elysian Park and Griffith Park (PREMISES), for the operation of an outdoor and nature based, recreational child development program for children ages two (2) to six (6) years old, through various outdoor recreational child development activities (PROGRAM).

AMENDMENT 2 will expire on June 30, 2024.

RAP hereby amends the PERMIT with this Amendment No. 3 (AMENDMENT 3) as if fully set forth herein, acknowledging PERMITTEE's continued operation of the PROGRAM in accordance with the terms and conditions of PERMIT, except as specifically modified below:

**3. TERM**

This PERMIT is revocable by either party upon thirty (30) days prior written notice to the other party. The commencement date (COMMENCEMENT DATE) of this Amendment No. 3 (AMENDMENT) authorizing the continuance of the PROGRAM, is specified on the Signature Page of this this AMENDMENT, pursuant to its validation by the authorized RAP

representative following RAP's receipt of proof of insurance and signed signature page of AMENDMENT from PERMITTEE. In no event shall the term of this PERMIT, as amended, exceed February 28, 2025, or beyond the date of execution of a formal operating agreement between PERMITTEE and RAP.

7. MAINTENANCE AND REPAIR OF PREMISES

- F. PERMITTEE shall not impact any native protected tree at anytime for any reason; including but not limited to:
  - i. Attaching items to trees; thus, prohibiting any attachments including swings, backpacks, forts, ropes, shelters, shade structures, etc.
- G. PERMITTEE shall not allow digging in the ground and shall not allow dead wood to be used for building forts or other structures for any reason.
- H. Each PREMISES defined in Section 2 will be inspected with RAP Staff at the completion of each season to assure compliance with maintenance of the premises.

18. 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 its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and conditions of this AMENDMENT, and ratifies its approval for PERMITTEE to provide such services.

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 Adriana Bautista, Partnership Section, at (213) 202-5600.

Sincerely,

BRENDA AGUIRE, Assistant General Manager  
Special Operations Branch

MV/JA:ab

Cc: Mariana Valdivia, Chief Sustainability Officer, Sustainability and Partnerships

Northeast LA Forest School  
PD-ROE-125; Amendment No. 3  
June 20, 2024

Stefanie Smith, Superintendent, Griffith Park, Park Services Office  
Anita Meacham, Superintendent, Metro Region Recreational Services  
Raul Leon, Principal Grounds Maintenance Supervisor, Metro Region  
Joel Alvarez, Senior Management Analyst II, Partnership Section

**[SIGNATURE PAGE FOLLOWS]**

Northeast LA Forest School  
PD-ROE-125; Amendment No. 3  
June 20, 2024

**SIGNATURE EXECUTION**

**AMENDMENT NO. 3 TO PERMIT NO. PD-ROE-125: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL TO CONTINUE OPERATING AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM ON THE GROUNDS OF ELYSIAN PARK AND GRIFFITH PARK**

As the authorized representative of Northeast LA Forest School, a 501(c)(3) non-profit corporation, I hereby accept the terms and conditions of the AMENDMENT NO. 3 contained herein:

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permittee Name (print)

\_\_\_\_\_  
Title

**COMMENCEMENT AND VALIDATION DATE of the AMENDMENT NO. 3:**

\_\_\_\_\_  
Commencement Date

\_\_\_\_\_  
RAP Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



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(213) 202-2633 FAX (213) 202-2614

June 30, 2022

Northeast LA Forest School  
Ms. Becca Hackett-Levy, Founder and Director  
2040 Fair Park Avenue, #409  
Los Angeles, CA 90041

**RE: TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL TO OPERATE AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM AT ELYSIAN PARK AND GRIFFITH PARK – PERMIT NO. PD-ROE-125**

Dear Ms. Hackett-Levy,

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-125 (PERMIT), to Northeast LA Forest School, a non-profit entity (PERMITTEE). Pursuant to the terms and conditions of this PERMIT, PERMITTEE is granted authorization to enter and utilize park property at Elysian Park and Griffith Park (PREMISES), for the operation of an outdoor and nature based, recreational child development program for children ages six (6) months to seven and one-half (7.5) years old, through various outdoor recreational child development activities (PROGRAM).

PERMITTEE has an existing agreement with RAP which is due to expire on June 30, 2022. 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 an updated formal agreement. The provisions of the expiring agreement are incorporated into this PERMIT and PERMITTEE will be bound by such provisions during the operation and maintenance of the PREMISES. PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PROGRAM. 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 operations, including but not limited to, building permits, tax permits, business licenses, health permits, certifications, etc.



This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED  
Permission is granted to PERMITTEE to operate the PROGRAM within a specified portion of the PREMISES, pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.
2. PREMISES DEFINED  
The PREMISES authorized for use by PERMITTEE under the terms and conditions of this PERMIT are:
  - a. Elysian Park, near Grace E. Simons Lodge from September through February. The specific areas to be utilized within Elysian Park for the operation of the PROGRAM is depicted by the site map attached hereto as Exhibit A.
  - b. Griffith Park, near the Old Zoo area from March to August. The specific areas to be used within Griffith Park for the operation of the PROGRAM is depicted by the site map attached hereto as Exhibit B.
3. PERMIT TERM  
The commencement date (COMMENCEMENT DATE) of this PERMIT is the date the signature page is executed and validated by a RAP representative following RAP's receipt of proof of insurance and signed signature page of PERMIT from PERMITTEE. The performance period of this PERMIT is six (6) months, from July 1, 2022, to December 31, 2022 (TERM).
4. AUTHORIZED USE OF PREMISES  
The PREMISES shall be used by PERMITTEE for PROGRAM purposes only, during the months, days, and operating hours specified in Section 5 below.

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

- A. Program. PERMITTEE shall operate an outdoor-based recreational child development program for children ages 2 years through 6 years old. As of June 2022, the PROGRAM is equipped to serve 34 children who are dropped off 5 days a week, in addition to up to 12 infants and toddlers and their caregivers three days a week. PERMITTEE shall be responsible for all costs related to the operation of this PROGRAM throughout the TERM of this PERMIT and shall be responsible for the payment of related fees to RAP as specified in Section 8 below. PERMITTEE shall provide all equipment, supplies, and materials for the PROGRAM, at no cost to RAP.

- B. No commercial activities. Commercial activities are not authorized by RAP and shall not be allowed to occur within the PREMISES or surrounding/adjacent park property, unless written approval is provided in advance by the RAP General Manager (GM) or his or her designee; and/or the BOARD (if applicable).
- C. Regulation Compliance. 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 at 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.
- D. COVID-19 Vaccinations. Employees of PERMITTEE and/or persons working on its behalf, including, but not limited to, its contractors and subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has 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 has been fully vaccinated. PERMITTEE shall retain such proof for the document retention period set forth in this Agreement. PERMITTEE shall grant medical or religious exemptions to Contractor Personnel as required by law.
- E. On-site Staff. PERMITTEE shall provide sufficient staff to maintain a staff-to-student ratio for the operation of the PROGRAM, providing all materials, supplies, equipment, and funding. Between twelve (12) and fourteen (14) staff, including eight (8) to ten (10) teachers, are onsite during PROGRAM operation. Should Director Becca Hackett-Levy not be onsite, there will shall be a designated individual from the staff or board of directors present to represent the PROGRAM.

- F. 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.
  - G. On-Site Storage. PERMITTEE is allowed to provide for itself one on-site storage container for its belongings measuring no more than twenty (20) feet x nine (9) feet x nine (9) feet, which can be chained or secured as necessary for security purposes, and moved seasonally between the PREMISES at Elysian Park and Griffith Park, subject to advance approval and coordination with RAP representatives to determine the appropriate location at each park. Such storage container shall be used solely for purposes of storing PROGRAM related equipment and materials. PERMITTEE is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of the storage container and its contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of its contents due to theft.
  - H. Filming. It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the PREMISES shall be subject to approval by RAP and the Park Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established if possible to ensure any such filming does not interfere with PERMITTEE's daily operations conducted at the PREMISES, unless agreed to in advance between PERMITTEE, RAP, and the Park Film Office. All fees for use of park property by film production companies, including the PREMISES, shall be established and collected by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220. PERMITTEE shall not charge any fees for film production conducted at the PREMISES.
5. DAYS AND PERIODS OF USE  
PERMITTEE shall be entitled to use the PREMISES to operate the PROGRAM as follows, during the days and times specified herein (PERMITTED TIMES).
- A. PERMITTED TIMES shall be year-round, five days a week, Monday to Friday, 7:00 a.m. to 7 p.m. Children will be on-site from 8 a.m. to 5:30 p.m.
  - B. PERMITTEE may utilize the PREMISES at Elysian Park near Grace E. Simons Lodge from September through February, and Griffith Park near the Old Zoo from March through August.

- C. PERMITTEE will be allowed to conduct open house events, parent staff meetings, and clean-up days at the PREMISES between the hours of 7:00 a.m. – 7:00 p.m., Monday through Saturday, but limited to four times per month.
- D. PERMITTEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. For any such programming or events planned to occur outside of the PERMITTED TIMES, PERMITTEE shall submit a written request fourteen (14) days in advance of the requested time period, for RAP's written approval which shall not be unreasonably withheld.
- E. Pursuant to Section 4.H above, PERMITTEE shall yield use of the PREMISES to possible film production work authorized by the RAP Park Services Office and Film LA Office, as well as short term construction and maintenance projects authorized by RAP that may take place at the PREMISES, including use of nearby parking lots for storage and staging of construction materials and equipment. PERMITTEE shall have in place a written plan that will be implemented for continuation of PERMITTEE's operations during such events.
- F. PERMITTEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

6. PARKING

During the TERM of this PERMIT and during PERMITTED TIMES specified in Section 5 of this PERMIT, PERMITTEE, its staff, and public patrons and/or guests, whether or not involved in PERMITTEE activities within the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces on a first-come-first-served basis. If such parking is metered or normally requires a fee, PERMITTEE, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

7. MAINTENANCE AND REPAIR 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 perform the functions of maintenance and/or repair of the PREMISES as described herein.

- A. PERMITTEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.

- B. PERMITTEE shall perform the following maintenance duties on a daily basis:
- i. Maintain PREMISES in a clean condition removing all debris and trash whether by PERMITTEE activity or activity of a contracted vendor;
  - ii. Prevent any such matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
  - 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.
- C. 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.
- D. PERMITTEE shall be responsible for securing PERMITTEE's 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 loss of PERMITTEE's personal property before, during, or after PERMITTED TIMES.
- E. PERMITTEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during PERMITTEE's operations, or that is caused by PERMITTEE's use of the PREMISES; PERMITTEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

8. CONSIDERATION

The consideration for this PERMIT in exchange for PERMITTEE's use of the PREMISES shall be PERMITTEE's provision of the PROGRAM for the benefit of the general public, particularly the youth of Los Angeles, and at no cost to RAP or the CITY, pursuant to the terms and conditions of this PERMIT; in accordance with RAP policies, and together with the attendant benefits to the general public. PERMITTEE is responsible for administrative costs related to the administration of this PERMIT and a pro-rata share of grounds maintenance in accordance with the RAP Staff Impacts Policy.

In accordance with RAP policies, PERMITTEE shall be responsible for such expenses, through payment of Staff Impact Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- A. Staff Impact Cost Recovery Reimbursement Fees: Pursuant to the RAP policy regarding Staff Impacts, specifically the cost incurred by RAP staff resulting from PERMITTEE's use of the PREMISES, as approved by the Board on July 19, 2012 (Report No. 12-217), the annual reimbursement for Staff Impacts is **\$1,704.00**, which may be paid bi-annually (\$852.00), quarterly (\$462.00) or monthly (\$142.00), subject to prior arrangement and concurrence by RAP staff. Non-payment of the CRRF shall be considered a default of this PERMIT and cause for revocation.
- B. The CRRF is to be paid in advance in accordance with the mutually agreed upon payment period (annually, bi-annually, quarterly, or monthly). PERMITTEE is wholly responsible for the timely payment of the CRRF without the need for invoicing of PERMITTEE by RAP.
- C. All CRRF payments must be made by check or money order made payable to:  
  
"City of Los Angeles Department of Recreation and Parks."
- D. All CRRF payments must be mailed or delivered to:  
  
City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Section  
221 North Figueroa Street, Suite # 180  
Los Angeles, California 90012

9. 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 C. 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 D.

10. 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 the 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 the 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 exercising 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.

11. WAIVER OF DAMAGES

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.



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, CA 90012  
Email: rap.partnerships@lacity.org  
Phone: (213) 202-5600

13. PRIMARY CONTACTS

PERMITTEE's primary contacts shall be:

Becca Hackett-Levy, Founder and Director  
Email: director@nelaforestschool.com  
Phone: (207) 653-7914

Kyla Ledes, School Administrator/Enrollment Coordinator  
Phone: (323) 364-5916

2040 Fair Park Avenue, #409  
Los Angeles, CA 90041  
Website: [www.nelaforestschool.com](http://www.nelaforestschool.com)

RAP's primary contacts shall be:

Raul Leon, Principal Grounds Maintenance Supervisor  
Email: Raul.Leon@lacity.org  
Cell phone: (818) 679-6812

Jose Monge, Senior Park Maintenance Supervisor  
Email: Jose.Monge@lacity.org  
Office Phone: (213) 485-4833

14. SUSPECTED CHILD ABUSE

PERMITTEE OR PERMITTEE's parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. PERMITTEE shall notify the RAP contacts specified in Section 13 within 24 hours after a report has been made.

15. REVOCAION 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 and/or any activity being performed on or within the PREMISES.

16. 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 previous permits or understandings, whether written or oral, relating thereto. This permit does not, however, replace the Agreement between the City of Los Angeles and Northeast LA Forest School to Operate an Outdoor-based Recreational Child Development Program executed on January 1, 2021, the terms and conditions of which are incorporated into this PERMIT and still binding until the execution of an updated agreement.

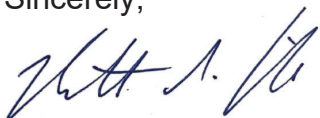
17. ACCEPTANCE

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

18. 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.

Sincerely,



MATTHEW RUDNICK, Assistant General Manager  
Special Operations Branch

MR/AM/JA:pm


Cc: Jimmy Kim, Assistant General Manager, Recreational Services Branch  
Stefanie Smith, Superintendent, Griffith Park, Park Services Office  
Belinda Jackson, Executive Director, EXPO Center  
Anita Meacham, Assistant General Manager, Metro Region  
Raul Leon, Principal Grounds Maintenance Supervisor, Metro Region

Attachments: Exhibit A: Site Map for Elysian Park  
Exhibit B: Site Map for Griffith Park  
Exhibit C: Insurance Requirements  
Exhibit D: Instructions for Submitting Proof of Insurance

**SIGNATURE EXECUTION PAGE**

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT NO. PD-ROE-117 TO NORTHEAST LA FOREST SCHOOL TO OPERATE AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM ON THE GROUNDS OF ELYSIAN PARK AND GRIFFITH PARK FROM JANUARY 1, 2022, TO APRIL 30, 2022

As the authorized representative of Northeast LA Forest School, I hereby accept the terms and conditions of the Right of Entry Permit contained herein:


	6/30/22
_____ Permittee Signature	_____ Date
Rebecca Hackett-Levy	Founder and Director
_____ Permittee Name (print)	_____ Title

**PERMIT VALIDATION:**

  
\_\_\_\_\_  
Permit Validation Date

  
\_\_\_\_\_  
Signature

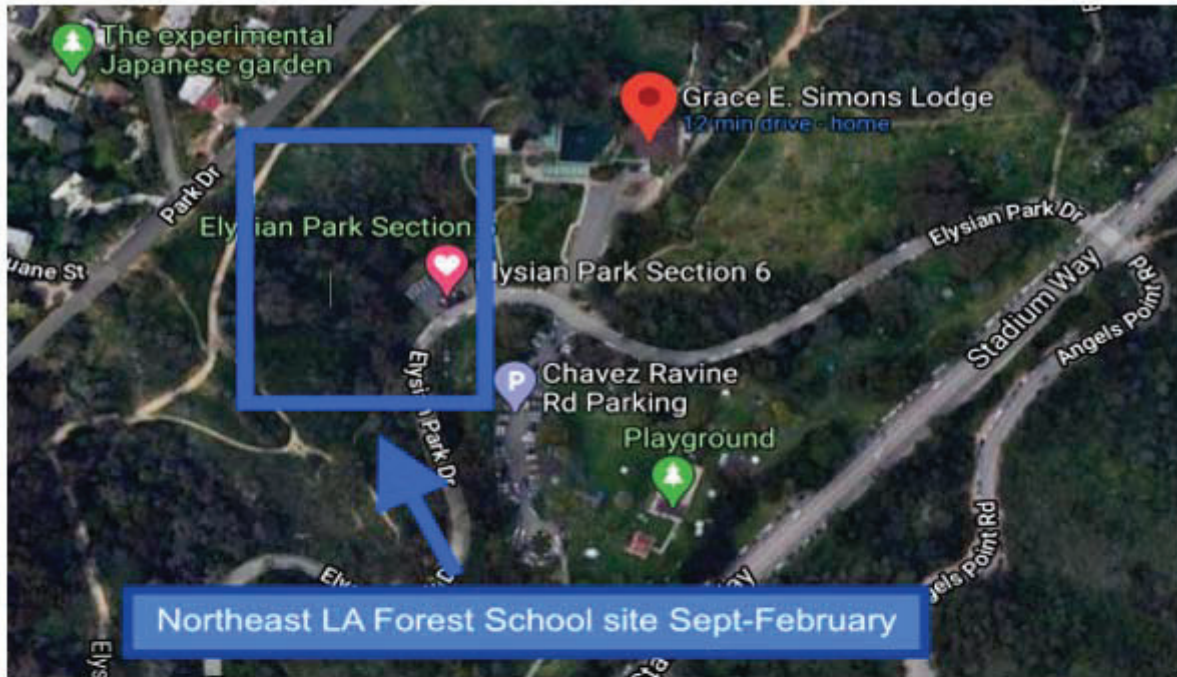
Joel Alvarez  
\_\_\_\_\_  
RAP Representative Name

  
\_\_\_\_\_  
Title

### Exhibit A

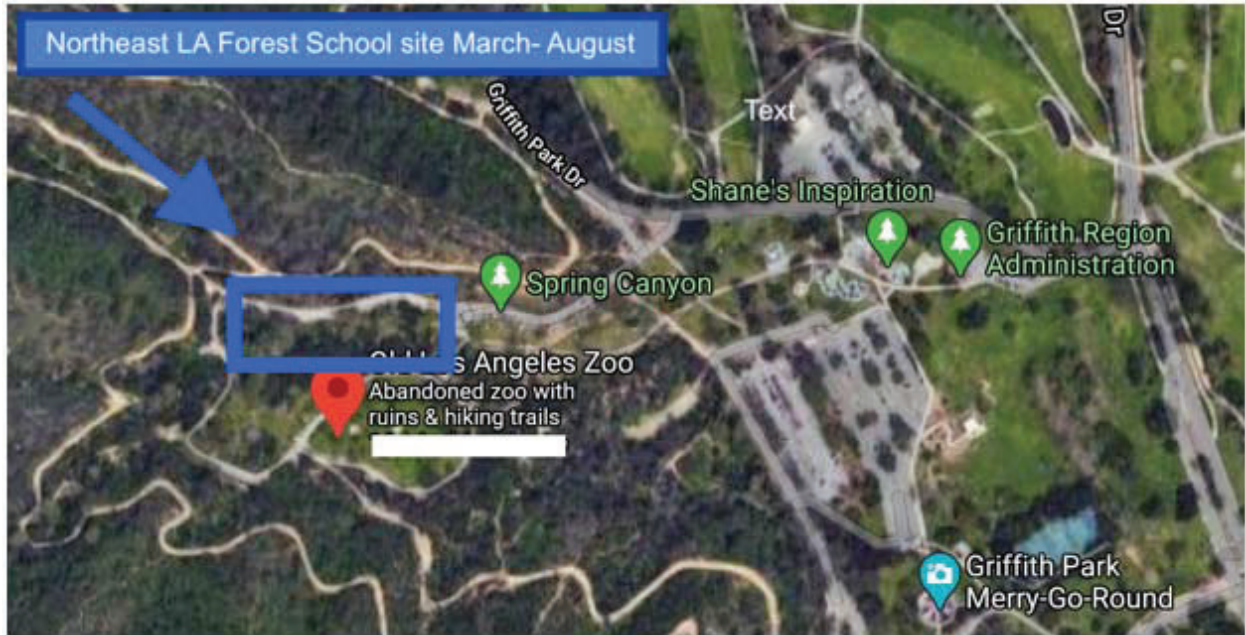
#### Site Map for Elysian Park

The PREMISES utilized in Elysian Park near Grace Simons Lodge is shown below:



**Exhibit B**  
**Site Map for Griffith Park**

The PREMISES utilized in Griffith Park is shown below:



Form Gen. 146 (Rev. 6/12)

**Exhibit C**

**Required Insurance and Minimum Limits**

Name: Northeast LA Forest School Date: 12/28/2021

Agreement/Reference: To Operate an Outdoor Based Recreational Child Development Program at Elysian Park and 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.

	<b>Limits</b>
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an Additional Insured Party</u>	<u>1,000,000</u>
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____ <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u></span>	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period _____	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> _____	
<input type="checkbox"/> _____	_____
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____

**Other:** Provided to: Joel Alvarez @ RAP; PH: (213) 202-5671  
 If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
 In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

## EXHIBIT D

(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](http://www.2sparta.com)), or by calling (800) 420-0555.

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

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

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

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

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

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

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ASSISTANT GENERAL MANAGER  
(213) 202-2633

December 22, 2022

Northeast L.A. Forest School  
Ms. Becca Hackett-Levy, Founder and Director  
2040 Fair Park Avenue, #409  
Los Angeles, California, 90041

**AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-125: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL, FOR THE OPERATION OF AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM AT ELYSIAN PARK AND GRIFFITH PARK**

Dear Ms. Hackett-Levy:

The City of Los Angeles, Department of Recreation and Parks (RAP) issued Right of Entry Permit No. PD-ROE-125 (PERMIT) to Northeast LA Forest School (PERMITTEE) on June 30, 2022. As defined in Section 1 of said PERMIT, PERMITTEE is granted authorization to enter and utilize park property at Elysian Park and Griffith Park (PREMISES), for the operation of an outdoor and nature based, recreational child development program for children ages six (6) months to seven and one-half (7.5) years old, through various outdoor recreational child development activities (PROGRAM).

PERMIT will expire on December 31, 2022.

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

5. TERM

This PERMIT is revocable by either party upon thirty (30) days prior written notice to the other party. The commencement date (COMMENCEMENT DATE) of this Amendment No. 1 (AMENDMENT) authorizing the continuance of the PROGRAM, is specified on the Signature Page of this this AMENDMENT, pursuant to its validation by the RAP representative following RAP's receipt of proof of insurance and signed signature page of AMENDMENT from PERMITTEE. In no event shall the term of the


Northeast LA Forest School  
PD-ROE-125; Amendment No. 1  
December 22, 2022

PERMIT, as amended, exceed December 31, 2023, or beyond the date of execution of a formal operating agreement between PERMITTEE and RAP.

**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 its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its approval for PERMITTEE to provide such services.

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 Adriana Bautista, Partnership Section, at (213) 202-5600.

Sincerely,

  
BRENDA AGUIRRE  
Assistant General Manager

BA/JA:ab

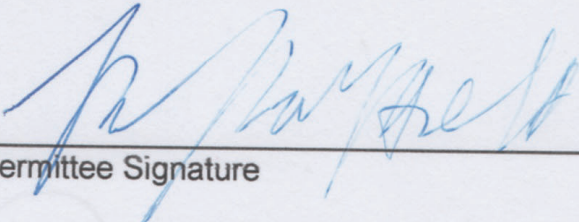
Cc: Stefanie Smith, Superintendent, Griffith Park, Park Services Office  
Anita Meacham, Superintendent, Metro Region Recreational Services  
Raul Leon, Principal Grounds Maintenance Supervisor, Metro Region  
Joel Alvarez, Senior Management Analyst II, Partnership Section

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE EXECUTION**

**AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-125: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL TO OPERATE AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM ON THE GROUNDS OF ELYSIAN PARK AND GRIFFITH PARK**

As the authorized representative of Northeast LA Forest School, a 501(c)(3) non-profit corporation, I hereby accept the terms and conditions of the AMENDMENT NO. 1 contained herein:

  
\_\_\_\_\_  
Permittee Signature

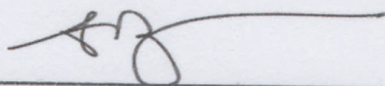
12/29/22  
\_\_\_\_\_  
Date

Rebecca Mackreth-Levy  
\_\_\_\_\_  
Permittee Name (print)

Director  
\_\_\_\_\_  
Title

**COMMENCEMENT AND VALIDATION DATE of the AMENDMENT NO. 1:**

12/22/2022  
\_\_\_\_\_  
Commencement Date

  
\_\_\_\_\_  
RAP Representative Signature

Adriana Bautista for Joel Alvarez  
\_\_\_\_\_  
Print Name

Management Assistant  
\_\_\_\_\_  
Title

City of Los Angeles

California



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ASSISTANT GENERAL MANAGER

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ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE  
ASSISTANT GENERAL MANAGER  
(213) 202-2633

December 7, 2023

Northeast L.A. Forest School  
Ms. Becca Hackett-Levy, Founder and Director  
2040 Fair Park Avenue, #409  
Los Angeles, California, 90041

**AMENDMENT NO. 2 TO PERMIT NO. PD-ROE-125: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL, FOR THE OPERATION OF AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM AT ELYSIAN PARK AND GRIFFITH PARK**

Dear Ms. Hackett-Levy:

The City of Los Angeles, Department of Recreation and Parks (RAP) issued Northeast LA Forest School (PERMITTEE) Amendment No. 1 (AMENDMENT 1) to Permit No. PD-ROE-125 (PERMIT) on December 22, 2022. As stipulated in AMENDMENT 1 and the PERMIT, PERMITEE is granted authorization to enter and utilize park property at Elysian Park and Griffith Park (PREMISES) for the operation of an outdoor and nature based, recreational child development program for children ages six (6) months to seven and one-half (7.5) years old, through various outdoor recreational child development activities (PROGRAM).

AMENDMENT 1 will expire on December 31, 2023.

RAP hereby amends the PERMIT with this Amendment No. 2 (AMENDMENT 2) as if fully set forth herein, acknowledging PERMITEE's continued operation of the PROGRAM in accordance with the terms and conditions of PERMIT, except as specifically modified below:

5. TERM

This PERMIT is revocable by either party upon thirty (30) days prior written notice to the other party. The commencement date (COMMENCEMENT DATE) of this Amendment No. 2 (AMENDMENT) authorizing the continuance of the PROGRAM, is specified on the Signature Page of this

Northeast LA Forest School  
PD-ROE-125; Amendment No. 2  
December 7, 2023

this AMENDMENT, pursuant to its validation by the authorized RAP representative following RAP's receipt of proof of insurance and signed signature page of AMENDMENT from PERMITTEE. In no event shall the term of this PERMIT, as amended, exceed June 30, 2024, or beyond the date of execution of a formal operating agreement between PERMITTEE and RAP.

**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 its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its approval for PERMITTEE to provide such services.

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 Adriana Bautista, Partnership Section, at (213) 202-5600.

Sincerely,



MARIANA VALDIVIA  
Chief Management Analyst  
Partnerships

MV/JA:ab

Cc: Stefanie Smith, Superintendent, Griffith Park, Park Services Office  
Anita Meacham, Superintendent, Metro Region Recreational Services  
Raul Leon, Principal Grounds Maintenance Supervisor, Metro Region  
Joel Alvarez, Senior Management Analyst II, Partnership Section

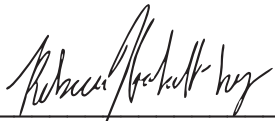
**[SIGNATURE PAGE FOLLOWS]**

Northeast LA Forest School  
PD-ROE-125; Amendment No. 2  
December 7, 2023

**SIGNATURE EXECUTION**

**AMENDMENT NO. 2 TO PERMIT NO. PD-ROE-125: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO NORTHEAST LA FOREST SCHOOL TO CONTINUE OPERATING AN OUTDOOR BASED RECREATIONAL CHILD DEVELOPMENT PROGRAM ON THE GROUNDS OF ELYSIAN PARK AND GRIFFITH PARK**

As the authorized representative of Northeast LA Forest School, a 501(c)(3) non-profit corporation, I hereby accept the terms and conditions of the AMENDMENT NO. 2 contained herein:



\_\_\_\_\_  
Permittee Signature

12/623

\_\_\_\_\_  
Date

Rebecca Hackett-Levy

\_\_\_\_\_  
Permittee Name (print)

Founder and Director

\_\_\_\_\_  
Title

**COMMENCEMENT AND VALIDATION DATE of the AMENDMENT NO. 2:**

12/7/2023

\_\_\_\_\_  
Commencement Date



\_\_\_\_\_  
RAP Representative Signature

Adriana Bautista

\_\_\_\_\_  
Print Name

Management Assistant

\_\_\_\_\_  
Title