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DEPARTMENT OF
RECREATION AND PARKS

OPERATIONS WEST
6335 WOODLEY AVENUE
VAN NUYS, CA 91406
STOP #667-1

(818) 756-9404
FAX (818) 908-9786

RAMON BARAJAS
ACTING SUPERINTENDENT

September 25, 2009

Encino Neighborhood Council Board Members
4924 Paso Robles Ave.,
Encino, CA 91316

Attention: Jesse R. Woods, NC Chair

Dear Mr. Woods:

The Encino Neighborhood Council (PERMITTEE) has requested use of an unused/spare room in the Department of Recreation and Parks' (DRP) Encino Woman's Club Facility (Encino Recreation Center), in order to conduct Neighborhood Council business.

The Department of Neighborhood Empowerment is charged with supporting the Neighborhood Councils as part of the citywide system established by City Charter Section 900, et seq. Although not identified as individual departments of the City, Neighborhood Councils are certified by the Board of Neighborhood Commissioners, receive funding from the City for their operations, outreach and neighborhood improvement projects.

1. AFFECTED AREA

The affected area is an approximately 70 square-foot room in the Encino Woman's Club Building of the Encino Recreation Center, 4924 Paso Robles Ave., Encino, CA 91316.

2. TERM

The term of this permit shall be from October 15, 2009, ending midnight, October 14, 2010. It may be extended by written request of PERMITTEE and approval of DRP. The Department of Recreation and Parks, retains the authority to revoke the space sharing arrangement with the Encino Neighborhood Council (providing 60 days written notice) at anytime the Department requires the use of that space.



3. DEPARTMENT AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the DEPARTMENT and cooperate fully with DEPARTMENT employees in the performance of their duties.

PERMITTEE may only utilize space in the Encino Woman's Club Building during the normal operating hours of the Encino Recreation Center. The DRP has the right to Change the Encino Recreation Center hours with as little as two weeks notice. Keys to the office space entrance will be available as issued by Recreation staff per day and must be returned to recreation staff before the close of each operational day. Keys to the facility are to be kept by DRP staff. Keys to the office space entrance are to be kept by the DRP staff and loaned out only to the individuals, listed below, on a daily basis, or as needed, only during the Facilities normal hours of operation. In order to manage and monitor the right to use the office space, keys are not to be duplicated, non-transferable, and must be returned in the event the neighborhood council vacates. The following individuals are allowed to borrow facility keys:

- Rob Glushon, Chair or Incumbent
- Laurie Kelson, Vice Chair
- Jesse R. Woods, Treasurer
- Dax Koenig, Temp Staff

Ms. Lee Marks, Recreation Facility Director, or her designee, is the DEPARTMENT representative for permitted activities at the subject property. Ms. Lee Marks can be reached at (818) 995-1690. PERMITTEE shall coordinate all work with Ms. Lee Marks upon receipt of this permit.

4. RENTAL AND MONTHLY REPORTS

PERMITTEE shall pay no rent for use of the facility, nor is PERMITTEE obligated to pay any utility fees. Use of the premises for purposes not expressly permitted herein, whether or not approved in writing by GENERAL MANAGER, may result in revocation of permit.

5. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT shall have the right to enter the premises at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

6. MAINTENANCE OF PROPERTY

The PERMITTEE shall maintain the permitted premises in an orderly condition during Permitted dates, including the protection of adjacent existing facilities.

7. PERMIT NOTIFICATIONS

Should the PERMITTEE desire modifications or renewal of the permit, etc., such requests and other reports shall be submitted, in writing, to:

Mr. Louis Loomis
Department of Recreation and Parks
6335 Woodley Avenue
Van Nuys, CA 91406
Mail Stop 680

Telephone: (818) 756-9955 FAX: (818) 786-8415

8. RESTORATION AND FINAL INSPECTION

PERMITTEE shall restore all park property that is damaged, moved or altered as a result of the permitted work at the permit area to its original condition. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the satisfaction of the DRP. Upon completion of the permitted work, PERMITTEE shall contact the DRP coordinator in Condition No. 3 to arrange a final DRP inspection of the completed project.

9. INDEMNIFICATION, INSURANCE, AND PERMITTEE CONTACT

PERMITTEE shall obtain a \$1,000,000 insurance policy of public liability and property damage which covers all operations of the PERMITTEE and subcontractors pursuant to this permit. Such insurance policy must also insure the City of Los Angeles, the United States Army Corps of Engineers, and comply with the City Attorney's insurance requirements. Proof of insurance must be filed with the Department of Recreation and Parks Insurance Coordinator (818-756-8187) and approved by the City Attorney's Office no later than October 14, 2009. If insurance is not received, the CITY may purchase insurance for the event at the PERMITTEE'S expense.

This requirement also applies to any private security services hired by the PERMITTEE.

Except for the active negligence or willful misconduct of DRP, PERMITTEE undertakes and agrees to defend, indemnify and hold harmless DRP, and any and all of its boards, officers, agents, and employees from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE'S employees and agents, or damage or destruction of property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, or omissions or willful misconduct incident to the performance of this Agreement by the PERMITTEE or any of its subcontractors of any tier. PERMITTEE shall maintain during the term of this permit evidence of insurance acceptable to the City Attorney.

PERMITTEE contact will be Jesse R. Woods, Chair or incumbent officer, (818) 652-1055 .

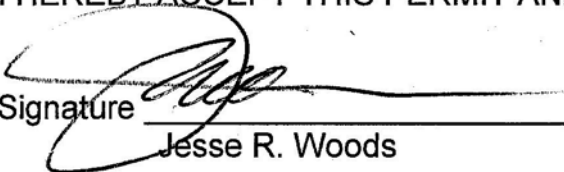
Please indicate your acceptance of the foregoing in the signature block of this letter, and return the signed original copy to the Recreation and Parks office noted in the letter head.

Very truly yours,


RAMON BARRAJAS
Acting Superintendent

cc: CD 5
Rangers

I HEREBY ACCEPT THIS PERMIT AND ALL CONDITIONS HEREIN

Signature  _____ Date 10/2/09

Jesse R. Woods