

**APPROVED**  
FEB 15 2012

REPORT OF GENERAL MANAGER

NO. 12-043

DATE February 15, 2012

BOARD OF RECREATION  
and PARK COMMISSIONERS

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BOYLE HEIGHTS SPORTS COMPLEX - AGREEMENT WITH  
FOUNDATION FOR EARLY CHILDHOOD EDUCATION, INC., FOR THE  
OPERATION AND MAINTENANCE OF A HEAD START PRESCHOOL

R. Adams

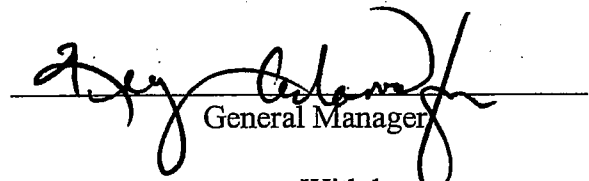
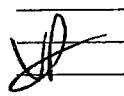
K. Regan

H. Fujita

M. Shull

\*V. Israel

N. Williams

  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve a proposed three (3) year agreement (Agreement), substantially in the form on file in the Board Office, between the Department of Recreation and Parks (Department) and Foundation for Early Childhood Education, Inc. (FEC), a California non-profit organization, setting forth the terms and conditions for FEC's use of park property at Boyle Heights Sports Complex, in accordance with the Department's Partnership Policy, to provide Pre-school Head Start services to low income families, subject to the approval of the Mayor and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement, to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and,
4. Direct the Department's Chief Accounting Employee to establish an account in Fund 302 Department 89 for utility and other cost recovery reimbursements received from FEC.

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### SUMMARY:

FEC, a private non-profit agency, is a delegate Head Start service provider receiving federal Head Start funding through the Los Angeles County Office of Education (LACOE). Park Place Head Start Center, formally known as Kennedy Childcare Center, is located at 2630 East 7<sup>th</sup> Street, Los Angeles, CA 90023 (Property), adjacent to Boyle Heights Sports Complex. FEC currently operates the facility through a Right of Entry Permit No. 639 (ROE) issued in November 2009. The original term of the ROE was for two (2) years, but was extended for an additional one (1) year expiring on November 24, 2012 allowing time for the Partnership Division to formalize an Agreement between FEC and the Department, in accordance with Partnership Policy.

Pursuant to Report No. 11-296 approved November 2, 2011, the Board made a finding that non-profit cooperative nursery, Head Start, pre-school and child care organizations are a recreational use as these programs provide outdoor child development through recreational and educational pre-school experiences such as game playing, free play, and group sports play. In particular, Pre-School Head Start Programs are free services provided by various organizations to children ages three and four from low income families. These programs encourage physical activity, demonstrate healthy lifestyle choices, help prepare participants enrolled in the programs for success in school, and meet the needs of special populations, including children with disabilities. Head Start Programs are required to be operated under California Childcare Center General Licensing requirements.

FEC has provided Head Start services for over 45 years in East Los Angeles at no cost to the community. The Pre-School Head Start Program provided by FEC follows the traditional school-year calendar. The Program promotes the development of self-sufficiency and empowerment in participants by, constructive play, and outdoor activity, and school readiness through a comprehensive high quality program. FEC provides morning and afternoon sessions, servicing up to 80 children per day. The value of FEC services has been determined to be \$560,000.

Park Place Head Start Center has two pre-fabricated classrooms with playground equipment in an adjacent gated and enclosed outside area. These classrooms were purchased years ago by the Head Start contractor prior to FEC, with funding through LACOE. During that time, the Head Start contractor received approval from the Department to have them installed on Department property. The classrooms and play equipment are the property of the current contractor running Head Start programming and are handed down to or replaced by future Head Start contractors at sites that require modular classrooms and equipment. Under the terms of the contract between FEC and LACOE, FEC is responsible to maintain the classrooms and playground equipment. LACOE performs regular evaluations and maintains oversight of FEC for compliance with relevant licensing requirements. If a notice of termination of the Agreement is initiated, the

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Department will allow a period of 180 calendar days for FEC to remove classrooms and playground equipment from the Property thereby giving enough time for FEC to acquire emergency funds from LACOE in order to implement and pay for FEC's removal process.

Staff recommends approval of the proposed Agreement, so FEC may be allowed to continue using park property to provide a Pre-School Head Start Program which provides recreational benefits and is in the best interest of the Boyle Heights community.

Should the proposed Agreement be approved, FEC's performance will be monitored through an annual performance review to ensure compliance with the Agreement. As part of the proposed Agreement, FEC will be responsible, at its sole cost and expense, for all utility, maintenance, solid waste disposal, and repair costs related to the operation and maintenance of Park Place Head Start Center. Additionally, FEC will pay a Cost Recovery Fee in the amount of \$249 per month or \$2,988 a year. The Cost Recovery Fee will cover indirect costs associated with the impact of FEC's program to the Department.

### ENVIRONMENTAL:

Staff has determined that the execution of the proposed Agreement is for the operation of programming at an existing park facility involving negligible or no expansion of use and, therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT:

The proposed Agreement will have no adverse impact on the Department's General Fund as operations and program costs associated with FEC's use of park property will be paid for by FEC at no cost to the City.

This report was prepared by Joel Alvarez, Senior Management Analyst I, Partnership Division.