

**APPROVED**

REPORT OF GENERAL MANAGER

NO. 14-043

DATE February 19, 2014

**FEB 19 2014**

**BOARD OF RECREATION  
& PARK COMMISSIONERS**

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**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT: JACKIE TATUM/HARVARD RECREATION CENTER -- AGREEMENT WITH CHILDREN'S INSTITUTE, INC., FOR THE OPERATION OF A HEAD START CHILD DEVELOPMENT PROGRAM AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

R. Adams	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

*[Handwritten signature]*

*[Handwritten signature]*  
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Withdrawn \_\_\_\_\_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 (RAP) and Children's Institute, Inc. (CII), a California non-profit organization, setting forth the terms and conditions for CII's use of park property at Jackie Tatum/Harvard Recreation Center, in accordance with RAP's Partnership Policy, to provide Head Start child development 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;
4. Authorize RAP's Chief Accounting Employee to deposit payments in Department 89 Fund 302, sub-account HA (Harvard-Head Start) for cost recovery reimbursements received from CII under this Agreement; and,

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5. Find that the proposed Agreement is exempt from the California Environmental Quality Act.

### SUMMARY:

On November 2, 2011, the Board of Recreation and Park Commissioners found that non-profit cooperative nursery, Head Start, pre-school and childcare organizations such as CII, are a recreational use as these programs primarily provide outdoor child development through recreational and educational pre-school experiences such as game playing, free play, and group sports play in Report No. 11-296.

CII, a private, non-profit agency, is a delegate Head Start service provider receiving federal Head Start funding through the United States Department of Health and Human Services (DHHS), to operate the Harvard Head Start Center at Jackie Tatum/ Harvard Recreation Center located at 1506 W. 61<sup>st</sup> Street, Los Angeles, California 90047. CII has demonstrated their ability to provide Head Start programs and was awarded a contract by DHHS on June 1, 2013, to provide Head Start programs at various locations including the one at Jackie Tatum/Harvard Recreation Center. Right Of Entry (ROE) Permit No. PD-ROE-052 was issued by RAP in July 2013, to allow CII to operate at three (3) recreation facilities: Jackie Tatum Harvard Recreation Center, Algin Sutton Recreation Center, and Green Meadows Recreation Center. The ROE Permit will expire on June 30, 2014, or earlier, should the proposed Agreement between CII and RAP be executed before then.

The Head Start Program provided by CII at Jackie Tatum/Harvard Recreation Center follows the traditional school-year calendar. CII provides morning and afternoon sessions, servicing up to 200 children per day. The annual value of services CII provides at Harvard Head Start Center is estimated at \$649,656.00 based on CII's annual budget for the operation.

The Harvard Head Start Center consists of two (2) pre-fabricated classrooms with playground equipment in an adjacent gated and enclosed outside area. The classrooms were purchased years ago by a former Head Start operator with funding through DHHS, and with approval from RAP to have the classrooms placed on RAP property. The classrooms and play equipment are the property of DHHS to run Head Start programming and are handed down to or replaced by future Head Start operators at sites that require modular classrooms and equipment. Under the terms of the contract between CII and DHHS, CII is responsible to maintain the classrooms and playground equipment. The Los Angeles County Office of Education performs regular evaluations and maintains oversight of CII for compliance with relevant licensing requirements. If a notice of termination of the Agreement is initiated, RAP will allow a period of one hundred eighty (180) calendar days for CII to remove classrooms and playground equipment from the property thereby giving enough time for CII to acquire emergency funds from DHHS to implement and pay for CII's removal of the classrooms.

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Staff recommends approval of the proposed Agreement so that CII may be allowed to continue using park property to provide a Head Start Child development program which provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play, and is in the best interest of the Central Los Angeles community, in accordance with RAP policy.

Should the proposed Agreement be approved, CII's performance will be monitored through an annual performance review to ensure compliance with the Agreement and RAP policies. As part of the proposed Agreement, CII will be responsible, at its sole cost and expense, for utility, trash disposal and other costs related to the operation and maintenance of the Harvard Head Start program, as well as payment of Staff Impact Cost Recovery Reimbursement Fees to RAP in the amount of \$249.00 per month (\$2,988.00 per year) covering staff impact fees, calculated on the basis of the size of the Head Start area.

### ENVIRONMENTAL IMPACT STATEMENT:

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 RAP's General Fund as operations and program costs associated with CII's use of park property will be paid for by CII at no cost to the City, and costs impacting RAP shall be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This report was prepared by Joel Alvarez, Senior Management Analyst and Ellen Gaines Varela, Senior Recreation Director I, Partnership Division.