

APPROVED  
MAY 06 2015

REPORT OF GENERAL MANAGER

NO. 15-95


DATE: May 6, 2015

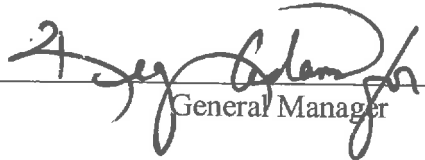
BOARD OF RECREATION  
& PARK COMMISSIONERS

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BOYLE HEIGHTS SPORTS COMPLEX - SECOND AMENDMENT TO AGREEMENT WITH THE FOUNDATION FOR EARLY CHILDHOOD EDUCATION, INC. FOR THE OPERATION AND MAINTENANCE OF A HEAD START PRESCHOOL; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

  
General Manager

Approved  \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the Amendment, substantially in the form on file in the Board Office, to Agreement No. 3393 (Agreement), between the City of Los Angeles (City) and the Foundation for Early Childhood Education, Inc. (FEC) extending the Agreement an additional ten years for the continued operation of a federally-funded Head Start preschool program, subject to the approval of the Mayor, the City Council, 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 Amendment, upon receipt of necessary approvals; and,
4. Find that the proposed Agreement is exempt from the California Environmental Quality Act.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 15-95

### SUMMARY:

FEC, a private, non-profit organization, 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 is located at 2630 East 7th Street, Los Angeles, CA 90023 (Property), adjacent to Boyle Heights Sports Complex on park land. There is no City of Los Angeles Department of Recreation and Parks' (RAP) facility or staff presence on the Property.

FEC has provided Head Start services for over forty-five (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 approximately \$560,000.

On February 15, 2012, the Board approved an agreement between the City and FEC for the operation and maintenance of the Park Place Head Start Center for a three-year term (Report No. 12-043). The Agreement was executed on September 5, 2012 (Contract No. 3393) and will expire September 4, 2015. FEC has received positive annual evaluations conducted by the Partnership Division during the existing term of the Agreement.

The Park Place Head Start Center has two (2) pre-fabricated modular classrooms with playground equipment located in a gated, enclosed outside area. The modular classrooms were purchased many years ago by the Head Start contractor prior to FEC, with Federal funding through LACOE, and installed with RAP's authorization. Under the terms of the contract between FEC and LACOE, FEC is responsible to maintain the classrooms and playground equipment. If the City serves a notice of termination, the Agreement gives FEC one hundred-eighty (180) calendar days to remove the modular classrooms and playground equipment from RAP property.

On August 21, 2013, FEC notified RAP that the Federal Office of Head Start requires that all leases and agreements involving federally-funded modular buildings be amended to include Notice of Federal Interest language. This provision acknowledges that the modular buildings were acquired with federal funds and that ownership must remain with LACOE absent written permission of the federal government. The Board approved the First Amendment of Agreement on October 16, 2013 (Report No. 13-267) to include Notice of Federal Interest language involving federally-funded modular buildings (Attachment A). The first amendment to Agreement was executed June 26, 2014.

During the term of the Agreement pursuant to Partnership Division protocol, FEC's performace

## REPORT OF GENERAL MANAGER

PG. 3

NO. 15-95

During the term of the Agreement pursuant to Partnership Division protocol, FEC's performance was evaluated through Annual Performance Reviews. FEC's past two Annual Performance Reviews determined that FEC met RAP standards and were compliant to the Agreement terms and conditions. This year's Annual Performance Review will be conducted in May 2015. Based on FEC's prior performance, the Partnership Division foresees this year's Annual Performance Review to also meet RAP Standards. In anticipation of the imminent termination date on September 4, 2015, FEC contacted RAP on November 5, 2014, and requested an extension of the Agreement Term for an additional ten (10) years in order to continue Head Start pre-school services in the Boyle Heights community and propose future capital improvements at the site. Any future capital improvement will be discussed with the RAP Planning, Construction, and Maintenance Branch for future Board consideration once the proposed project's plans and specifications are determined.

Should the proposed Term extension be approved, the Agreement Term will be amended to a maximum of thirteen years (13) and FEC's performance will continue to be monitored through an annual performance review conducted by the RAP Partnership Division to ensure compliance with the terms and conditions of the Agreement. In all cases, FEC accepts full liability for their operations at the location and will continue to maintain appropriate insurance protecting the City. Additionally, FEC will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP in the amount of \$142 per month (\$1704 per year) covering only staff impact fees pursuant to RAP policy. FEC pays their own utility fees (gas, electric, water) and trash disposal fees directly to the utility and waste management providers respectively.

Staff has discussed the proposed agreement with the Superintendent of RAP Operations and Principal Grounds Maintenance Supervisor II of the Metro Region. Each supports the agreement and concurs with staff's recommendations.

### 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 FEC's use of park property will be paid by FEC at no cost to the City, and minimal costs impacting RAP shall be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

REPORT OF GENERAL MANAGER

PG. 4            NO. 15-95

This report was prepared by Joel Alvarez, Senior Management Analyst, and Leslie Richter, Senior Recreation Director, Partnership Division.

Attachment A  
Report No. 13-267

**APPROVED**  
OCT 16 2013  
BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 13-267

DATE October 16, 2013

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: **BOYLE HEIGHTS SPORTS CENTER – AMENDMENT TO AGREEMENT WITH THE FOUNDATION FOR EARLY CHILDHOOD EDUCATION, INC., FOR OPERATION AND MAINTENANCE OF A HEAD START PRESCHOOL**

R. Adams  
H. Fujita  
\*V. Israel

\_\_\_\_\_  
\_\_\_\_\_  
*for V.I.*

K. Regan  
M. Shull  
N. Williams

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Kenneth J. ...*  
\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

**RECOMMENDATIONS:**

That the Board:

1. Approve the proposed Amendment to Agreement ("Amendment"), substantially in the form on file in the Board Office, to Contract No. 3393, between the City of Los Angeles (City) and the Foundation of Early Childhood Education, Inc. (FEC) adding Notice of Federal Interest language to the agreement, acknowledging that the acquisition of the modular buildings used in the operation of a Head Start Program was funded by the Federal Office of Head Start, subject to the approval of the Mayor and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Amendment to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Amendment, upon receipt of necessary approvals.

**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 is located at 2630 East 7th Street, Los Angeles, CA 90023, adjacent to Boyle Heights Sports Complex.

## REPORT OF GENERAL MANAGER

PG. 2

NO. 13-267

On February 15, 2012, the Board approved an agreement between the City and FEC for the operation and maintenance of the Head Start Center for a three (3) year term (Board Report No. 12-043). The agreement was executed on August 8, 2012 (Contract No. 3393), and FEC received a positive annual evaluation in July of this year.

The Park Place Head Start Center has two (2) pre-fabricated modular classrooms with playground equipment located in a gated, enclosed outside area. The modular classrooms were purchased many years ago by the Head Start contractor prior to FEC, with funding through LACOE, and installed with the City of Los Angeles, Department of Recreation and Park's (RAP) permission. Under the terms of the contract between FEC and LACOE, FEC is responsible to maintain the classrooms and playground equipment. If the City serves a notice of termination, the Agreement gives FEC one hundred eighty (180) calendar days to remove the modular classrooms and playground equipment from the RAP property.

On August 21, 2013, FEC notified RAP that the Federal Office of Head Start now requires that all leases and agreements involving federally-funded modular buildings be amended to include Notice of Federal Interest language. This provision acknowledges that the modular buildings were acquired with federal funds and that ownership must remain with LACOE absent written permission of the federal government.

RAP has already acknowledged that the modular buildings were funded by Head Start and owned by LACOE (Board Report No. 12-043 approved February 15, 2012). The proposed Amendment makes technical changes in the Agreement to formalize the ownership of the buildings. Staff recommends approval of the proposed Amendment so that FEC may continue its service to the community and be in conformance with Federal requirements.

In their action on February 15, 2012, the Board found that the Agreement was for the operation of programming at an existing park facility involving negligible or no expansion of use and, therefore, was 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 Amendment makes technical changes to an agreement which has no adverse impact on the RAP's General Fund as operations and program costs associated with FEC's use of park property are paid for by FEC at no cost to the City

This report was prepared by Joel Alvarez, Senior Management Analyst I, and Leslie Richter, Senior Recreation Director I, Partnership Division.