

REPORT OF GENERAL MANAGER

PG. 2

NO. 13-314

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

SUMMARY:

RNS, a private non-profit corporation, is a cooperative child care and development program provider currently receiving funds through tuition fees, donations, and fundraising events. RNS runs a school located in the pool building within the Cheviot Hills Recreation Center at 2551 Motor Avenue, Los Angeles, CA 90064. RNS currently operates their program through Right of Entry Permit No. PD-ROE-038 (ROE) expiring December 31, 2013, which has allowed time for the Partnership Division to formalize an Agreement between RNS and RAP, in accordance with RAP Policies.

Pursuant to Board 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. RNS provides a child care and development program to children ages two (2) years and nine (9) months through age five (5) for families within the surrounding community of Cheviot Hills. Servicing thirty (30) children daily, this program encourages physical activity, demonstrates healthy lifestyle choices and helps prepare participants enrolled in the programs for success in school. Children are enrolled on a first-come, first-served basis although siblings are given priority. RNS has been licensed since 1993 and operates under the California Childcare Center General Licensing requirements.

Incorporated in 1948, RNS has provided child care and development services since its beginnings in the late 1940's, when it began as a group of prominent community members desiring to form a community-based cooperative nursery school. Initially housed in 1966 in a small building on Overland Avenue and National Boulevard, RNS was in search of a new location due to a fire in the building. With the support of the Councilmember at that time, RNS was granted use of the Cheviot Hills Recreation Center's outside area and storage space in the Little League building. Later, due to disruptions with the Little League, the park director offered RNS use of the Cheviot Hills Recreation Center men's pool locker room within the pool building.

RNS utilizes approximately 1700 square feet of the pool locker room ten (10) months out of the year from September to June when the pool is not in use. Following the traditional school year, RNS operates Monday through Friday, 9:30 a.m. – 12:30 p.m. During RNS's operation times, RNS shares outdoor play equipment with the general public.

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The yearly value of RNS's program services to the public has been determined to be \$44,500.00, based on their annual operating budget. Staff recommends approval of the proposed three (3) year Agreement, so that RNS may be allowed to continue using park property to operate a child care and development program which provides recreational benefits and is in the best interest of the community around Cheviot Hills.

Should the proposed Agreement be approved, RNS's performance will be monitored through an annual performance review conducted by the RAP Partnership Division to ensure compliance with the terms and conditions of the proposed Agreement. As part of the proposed Agreement, RNS will be responsible for building repairs when RAP is unable to fulfill repair requests due to limited resources. In all cases, RNS accepts full liability for their operations at the location and will maintain appropriate insurance coverage listing the City as an additional insured. Additionally, RNS will be responsible for the payment of Cost Recovery Reimbursement Fees in the amount of \$167 per month of operation, that is, \$1,670 per year for their ten (10) months of operation, covering utilities, solid waste disposal, and staff impact fees.

ENVIRONMENTAL IMPACT:

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.

Staff has discussed the proposed agreement with the Principal Supervisor and the Superintendent of the Valley Region and each supports the agreement and concurs with staff's recommendations.

FISCAL IMPACT STATEMENT:

The proposed Agreement will have no adverse impact on RAP's General Fund as operations and program costs associated with RNS's use of park property will be paid for by RNS 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 Leslie Richter, Senior Recreation Director I, Partnership Division.