

MEMORANDUM



RANCHO PALOS VERDES

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: TOM ODOM, INTERIM DIRECTOR, RECREATION AND PARKS
DATE: AUGUST 17, 2010 *ds for Tom Odom*
SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE CITY AND THE PORTUGUESE BEND COOPERATIVE NURSERY SCHOOL
REVIEWED: CAROLYN LEHR, CITY MANAGER *CL*

Staff Coordinator: Holly Starr, Recreation Services Manager *HS*

RECOMMENDATION

Approve and authorize the Mayor to execute the agreement between the City and the Portuguese Bend Cooperative Nursery School.

BACKGROUND

The Portuguese Bend Cooperative Nursery School has been in operation since 1953 when Mrs. Frank Vanderlip offered her beach cottage at Abalone Cove as a site for an informal school for her children and for the children of a few neighbors. In 1975, after the County of Los Angeles purchased the property, the City of Rancho Palos Verdes leased the area from the County, and the nursery school was allowed to continue its operation. Then in 1988, the City acquired the property from the County and the school continued at this location as before.

The nursery school currently utilizes a portion of the beach sand area enclosed by fencing near the L.A. County lifeguard tower, the adjacent roofed patio area, and the flagstone area during its operating hours. The site includes a small building that houses restroom facilities, a kitchen, and craft areas. The school and site are administered by a non-profit organization founded for the purpose of furnishing preschool education. Historically, the school has not paid rent to the City for use of the site.

Approximately thirty children currently attend the school September through June on Tuesdays, Wednesdays, and Thursdays from 8:30am to 12pm. The school is primarily operated and maintained by parents with one paid director and one paid teacher.

DISCUSSION

Portuguese Bend Nursery School has requested an extension of the current use agreement, which expires June 30, 2010. Staff has prepared the attached document extending the agreement for a one-year term, from September 1, 2010 to June 30, 2011, with the right of either party to terminate at any time upon 90 days written notice. The hours of operations will remain unchanged with classes taking place on Tuesday, Wednesday, and Thursday from 8:30am to 12pm. The City Attorney has reviewed the agreement.

FISCAL IMPACT

Historically, the City has not received rent from the school for use of the facilities, but in the upcoming year, Staff will work with the operators of the school and the City Attorney to work out appropriate remuneration for the future.

Attachments: Portuguese Bend Cooperative Nursery School 2010-11 Agreement

AGREEMENT

This document is to be considered an Agreement to permit utilization of Abalone Cove Beach for the Portuguese Bend Cooperative Nursery School Program.

TERM: Tuesday, Wednesday, Thursday; 8:30am-12:00pm
September 1, 2010-June 30, 2011

FEE: None; non-profit resident organization status

PREMISES: School is granted permission to use in accordance with the following terms and conditions, the following real property; that portion of the Abalone Cove Beach just east of the lifeguard station commonly described as the playground area, consisting of two small sheds, various playground equipment within a fenced area, and storage, restroom and kitchen facilities within the adjacent permanent structure.

PURPOSE: Conduct a non-profit parent participation daycare nursery school.

OPERATIONAL RESPONSIBILITIES: School shall:

- a. comply with and abide by all applicable rules and regulations adopted by the City of Rancho Palos Verdes.
- b. comply with all applicable City, County, State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the authorized activities on the premises.
- c. maintain the area occupied in a clean and sanitary condition at all times, report to Maintenance Supervisor (544-5336) all vandalism and/or damage to the facility by man-made or natural causes.
- d. operate without interfering with the public use of Abalone Cove Beach; and remove any employee, agent or servant who fails to conduct the authorized activities on the premises in the manner heretofore described.
- e. prohibit vehicles exceeding 6,000 lbs gross vehicle weight from the entire beach area, including the beach parking lot. No more than seven vehicles belonging to the nursery school parents or staff may be parked in the "on beach" parking lot.
- f. make certain that all vehicles used for the purpose of delivering/retrieving participants shall be parked off the road in the cleared space provided at the ingress/egress gate. At all times the road and its access must be kept clear for City and emergency vehicles. Failure to abide by this provision will result in revocation of right of access to the road and imposition of the use of paid parking at the main lot; or revocation of this permit for beach use.
- g. cause to be repaired any and all damaged property arising out of the conduct of authorized activities on the premises.
- h. upon termination of this Agreement, restore the area occupied to the condition

that existed prior to the commencement of the activities authorized by this Agreement, other than for ordinary wear and tear, and damage or destruction from forces beyond the control of the school.

- i. provide all security devices required for the protection of the fixtures and personal property used in the conduct of the authorized activities of the school from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director of Recreation and Parks.
- j. prohibit advertising signs or matter to be displayed from the area occupied other than signage displaying the name of the school.
- k. employ an independent lifeguard any time school curricula includes activities in or near the water.
- l. permit the Director of Recreation and Parks or other authorized representatives of the City to enter the area occupied at any time for the purpose of determining compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required by the City of Rancho Palos Verdes Municipal Code.

ALTERATIONS AND IMPROVEMENTS: School accepts the premises on which the authorized activities are to be conducted in their present state and condition and waives any and all demands upon the City for alteration or improvement thereof. School shall make no alterations or improvements to the premises furnished for the conduct of authorized activities without the written approval of the Director of Recreation and Parks. All alterations, additions, or betterments to the premises shall become the property of City upon termination of this Agreement.

INDEMNITY: School shall indemnify, hold harmless and defend the City, its officers, agents, servants, and employees from and against any and all acts, omissions, claims, actions, expenses, and liabilities, including reasonable attorney's fees, arising from or relating directly or indirectly to school's performance hereunder.

INSURANCE: School shall obtain at its own expense and maintain in effect at all times during the duration of this Agreement general liability insurance in an amount not less than \$1,000,000 single limit liability.

- a. The liability insurance required shall be written by qualified companies listed A or better in the Best's Insurance Guide and authorized to do business in the State of California. Policies of insurance shall be written as primary policies and not as contributing with or in excess of coverage the City may carry.
- b. Said liability insurance policies shall name the City, its officers, agents, servants and employees as additional named insured. Certificate of all policies required hereunder shall be furnished by the School to the City and shall specifically provide that the insurance coverage provided shall not be cancelled or materially changed prior to the expiration of thirty days written notice to the City. The certificates shall bear the actual signatures of authorized agents of the insurer; a facsimile signature shall not be accepted.

c. School shall file with the City prior to commencement of this Agreement either a certified copy of said policy or a certificate of insurance executed by the company issuing the policy, certifying that the policy is in force and providing the following information with respect to said policy:

1. the policy number
2. the date upon which the policy will become effective and the date upon which it will expire
3. the names of the named insured and any additional insured subject of the insurance
4. the type of coverage provided by the insurance
5. amount of limit of coverage provided by the insurance
6. a description of all endorsements that form a part of the policy

ABILITY TO STOP: It is understood that the school might need to temporarily relocate should it become necessary during any improvements to the site that might take place during the school year

In the event that an authorized representative of the City finds that the activities being held on the property unnecessarily endanger the health and/or safety of persons on or near said property, the said authorized representative shall require that the above-described property be closed until said endangering activities cease.

TERMINATE: The City reserves the right to terminate this Agreement upon ninety (90) days advance written notice. School agrees that if default shall be made in any of the covenants and agreements hereby contained to be kept by School, City may immediately revoke and terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RANCHO PALOS VERDES

PORTUGUESE BEND NURSERY SCHOOL

Stephan Wolowicz, Mayor

Claudia S Yancheson, President

ATTEST:

Carla Morreale, City Clerk