

MEETING DATE: March 9, 2009

**AGENDA ITEM : Consideration of Fee Waiver/Reduction Requests from
La Playa Cooperative Nursery School.**

ATTACHMENTS

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1. Letter from La Playa Nursery School	1 - 7



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CITY MANAGER'S OFFICE
CITY OF CULVER CITY

City of Culver City, City Counsel
c/o City Clerk, Martin Cole
9770 Culver Boulevard
Culver City, CA 90232

February 18, 2009

Dear Sirs,

La Playa Cooperative Nursery School recently received notice that a new fee structure is being introduced that would increase our fees 400% from \$25/day to \$100/day. While we understand that city fees may increase over time, this increase coming mid-year, is excessive. Our budget for the school year is set to cover the existing fee amount. If these fees are imposed as of March 1st as indicated by the Department of Parks and Recreation, it would require drastically increasing tuition for our current families to uncertain effect.

We respectfully propose that La Playa Cooperative Nursery School sign a new agreement beginning July 1, 2009, agreeing to a fee of \$50 per day – a 100% increase. Doubling our fees will be still be fiscally challenging but we will be able to adjust and accommodate our tuition and fundraising structure when we write our budget for the 2009-2010 school year.

We recognize that we are asking for special consideration and that we are a heavy user of the Stone House. However we also contribute many hours of service to help maintain it. Our families combined put in over 250 hours of maintenance to the building and grounds each year. We hope that you take these hours of service into consideration when setting our fee.

La Playa Cooperative Nursery School has served preschool children in Culver City for over 60 years. Since our parent-participation preschool was started in 1948 we have been located at Lindberg Park and utilized the Stone House as our preschool facility. For more than 50 of those years La Playa paid no fees to the city for use of the building. Our first and only license agreement with the City was signed in 2003 which included an attachment detailing and describing the maintenance duties we perform in exchange for the reduced fee (from \$50 to \$25/day - Attached) We struggle, even within this fee structure, to maintain competitive preschool rates and quality teachers.

In these severe economic times, we are afraid that many of our families will not be able to cover a mid-year and unexpected increase in tuition. Some may be forced to find other preschools, or potentially leave school all together. La Playa would have a difficult time filling these empty slots at this point in the school year further impacting our budget.

Approximately 80 percent of our 36 families are Culver City residents and plan to attend CCUSD schools. In our experience, parents who participate in their child's preschool, as all La Playa parents do, tend to become very involved in PTSA and other school organizations and committees. We value our experience and interaction with our children in their pivotal development years and look forward to continuing this involvement in our children's tenure at CCUSD schools.

We hope that you will appreciate our unique contribution as the only established parent participation preschool in Culver City and one of the oldest such schools in California. We want to continue our long standing tradition of community building and high quality early childhood education and continue to offer parents who wish to be involved with their child's preschool experience a venue and an opportunity to do just that.

If you have any questions, please contact me at 310-529-4226.

Sincerely,
Maggie Memmott
President, La Playa Cooperative Nursery School

A handwritten signature in cursive script, appearing to read 'M. Memmott', written in black ink.

Attachments:
2003-2004 Lease Agreement

LICENSE AGREEMENT

WITH: La Playa Nursery, Inc.

FOR: License for Temporary Use of Lindberg Park Building

This License is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City", and LA PLAYA NURSERY, INC., a California non-profit corporation, hereinafter referred to as "Licensee".

1. FACILITY LICENSED. City owns and operates the community recreation center, which includes a large recreation room, kitchen and office at Lindberg Park, 5041 Rhoda Way, Culver City (collectively, the "Facility"). During Monday through Friday, from 8:00 a.m. through 1:00 p.m., City agrees to grant Licensee permission to use the Facility for the sole purpose of conducting a program for children ages 2 through 5 years of age and their families known as "La Playa Nursery School, as more specifically set forth in Exhibit A.
2. TERM OF LICENSE. Unless terminated as provided herein, the term of this License shall be from July 1, 2003 through June 30, 2004; provided, that the parties agree this License shall automatically be extended for additional one-year periods unless City provides Licensee with one hundred twenty-days' (120-days') written notice of City's determination, in the exercise of its sole governmental discretion, the Facility is needed by City for public use which would be incompatible with Licensee's continued use; and provided, further, that City may increase the fee paid by the Licensee, pursuant to Paragraph 3, for any extended period, but only upon one hundred twenty-days' (120-days') written notice to Licensee of such fee increase.
3. PAYMENT FOR LICENSE. In addition to the other consideration described below, Licensee shall, on or before the first day of each month, pay City Twenty-five Dollars (\$25.00) per day or portion thereof for use of the Facility. Such payment shall be in advance for the use of the Facility for the month within the payment is made. Any amount invoiced and not paid within thirty (30) days shall be considered late and shall accrue a late payment penalty of ten percent (10%) of the outstanding balance (plus penalty, if any) for each month or part thereof the outstanding balance (plus penalty, if any) remains unpaid.
4. HOLD HARMLESS. Licensee shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property, including the Facility, caused by or resulting from any acts, errors or omission of Licensee, its employees, officers, invitees or its agents arising out of this License. Licensee shall defend, hold

13. APPLICABLE LAWS, CODES AND REGULATIONS. Licensee shall comply with all applicable laws, codes and regulations.
14. MODIFICATION OF LICENSE. This License may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
15. RIGHT TO TERMINATE. Either party, in its sole discretion, may terminate this License at any time, with cause, on thirty-days' (30-days') written notice to the other party.
16. NOTICES. All notices given or required to be given pursuant to this License shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:
- To City: City of Culver City
 Attention: Parks, Rec. and Comm. Services. Dir.
 P. O. Box 507
 Culver City, California 90232-0507
- To Licensee: La Playa Nursery Inc.
 Attention: Betty Ruth Hollensteiner, Director
 P.O. Box 3464
 Culver City, CA 90230
17. WAIVER. If at any time one party shall waive any term, provision or condition of this License, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
18. GOVERNING LAW. The terms of this License shall be interpreted according to the laws of the State of California. If litigation arises out of this License for the performance thereof, then venue shall be in the Superior Court of Los Angeles County.
19. CITY RIGHT TO ENTER FACILITY. City shall retain the right to enter the Facility at any reasonable time for the purpose of inspecting the Facility.
20. LITIGATION FEES. If litigation arises out of this License for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
21. INTEGRATED AGREEMENT. This License represents the entire Agreement between City and Licensee, and all preliminary negotiations and agreements are deemed a part of this License. No verbal agreement

or implied covenant shall be held to vary the provisions of this License. This License shall bind and inure to the benefit of the parties to this License, and any subsequent successors and assigns. If any conflict arises between this License and any incorporated provisions of the proposal, then the terms of this License shall control.

22. SEVERABILITY. If any section, paragraph, sentence, clause, phrase or portion of this License is deemed invalid, then that invalidity shall not affect the validity of the remainder of this License.
23. EFFECTIVE DATE. The effective date of this License is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

LA PLAYA NURSERY, INC.

Dated: Oct. 1 '03

By: Betty Ruth Hollenstein
Betty Ruth Hollenstein, Director

Dated: Oct. 1, 2003

By: Nancy O'Rourke
Nancy O'Rourke
Its President

CITY OF CULVER CITY, CALIFORNIA

Dated: 10/16/03

By: Jerry Fulwood
Jerry Fulwood
Chief Administrative Officer

APPROVED AS TO CONTENT:

Don Rogers
Don Rogers,
Parks, Rec. and Com. Ser. Dir

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab,
City Attorney

EXHIBIT A

CITY OF CULVER CITY

WITH: La Playa Nursery, Inc.

FOR: License for Temporary Use of Lindberg Park Building

SCOPE OF USE

Licensee shall use the Facility in accordance with all the following:

1. Minimum Daily Services:

- A. Provide satisfactory staff supervision for children at all times during program hours and participating children are present at the Facility and park. Such supervision shall be provided at a ratio of at least 1 adult staff member for up to no more than each 10 children.
- B. Ensure all staff members have been fingerprinted prior to commencing any contact with children at the Facility.
- C. Check students in and out through use of a daily sign in/out sheet.
- D. Provide supplies and materials needed for the programs conducted at the Facility during program hours.
- E. When using the Facility, sweep floor of all debris twice a day.
- F. When using the Facility, pick up trash and empty trash cans.
- G. When using the Facility, keep kitchen area clean and counters wiped.
- H. When using the Facility, keep refrigerator neat and remove food items, as appropriate.
- I. When using the Facility, maintain the stove, oven, refrigerator, sand box, outdoor children's picnic tables and wood benches.

J. When using the Facility, rake leaves as necessary.

2. Minimum Annual Services:

A. Provide four (4) clean-up days (one each quarter unless needed more often) to include thorough cleaning of the kitchen restroom areas.

B. Maintenance of storage used by Licensee at the Facility and removal of old, inoperable or useless equipment.