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June 23, 2025

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Joy Picus Child Care Center - Third Amendment to extend the term of Contract No. 3538

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests the City Council to (i) Approve the proposed Third Amendment (Amendment) to Contract No. 3538 with Mount Washington Preschool and Child Care Center, Inc., to extend the term for twelve months commencing on July 1, 2025.

Background:

Since 2009, Mount Washington Preschool and Child Care Center, Inc. (MWPCC) has operated the Joy Picus Childcare Center (Center), which is located at the Los Angeles Street ground level of City Hall South at 111 East First Street, Los Angeles, CA 90012. MWPCC executed Contract No. 3538 (Contract) in 2016, as a result of a Request of Proposal (RFP) process administered by RAP. The initial term of the Contract was five years from the Commencement date. However, in accordance with Section 3 of the Contract, the five-year option to renew was exercised by the RAP General Manager on June 15, 2020, extending the term until June 30, 2025.

Staff is requesting the Board's approval of the proposed Amendment to extend the term of the Contract in order to allow MWPCC to continue operating the Center under the current terms and conditions of the Contract, without any interruption to the child care services being provided at the Center, while RAP determines the best manner in which to proceed in establishing new arrangements for operation of the Center with either MWPCC or a new operator. Due to the proposed changes to the current Contract requested by MWPCC, which do not fully align with City and RAP childcare practices, RAP will again be processing an RFP to identify the most qualified operator possible. RAP also requires time to coordinate and discuss the Center's future operations with the City's General Services Department (GSD), Information Technology Agency



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(ITA), and Los Angeles Police Department (LAPD), which each support the Center through facility maintenance and repair, oversight of technology and data systems, and security camera management and repair, respectively.

Fiscal Impact Statement:

The proposed Third Amendment will impact the RAP General Fund through existing maintenance expenses associated with exterior play-area grounds keeping, which is approved and included as part of the normal annual maintenance budget for City Hall Park.

If you have any questions with regard to this matter, please contact Mr. Joel Alvarez, Senior Management Analyst II, Partnership Section, at (213) 202-5600.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

A handwritten signature in blue ink that reads "Takisha Sardin". The signature is fluid and cursive, with the first name "Takisha" and last name "Sardin" clearly legible.

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 25-111

cc: Joel Alvarez, Senior Management Analyst II, Partnership Section

APPROVED
June 23, 2025
**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 25-111

DATE June 23, 2025

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: JOY PICUS CHILD CARE CENTER – THIRD AMENDMENT TO EXTEND THE TERM OF CONTRACT NO. 3538

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed third amendment (Amendment) to Contract No. 3538 with Mount Washington Preschool and Child Care Center, Inc., in substantially the form attached hereto at Attachment No. 1, to extend the term for twelve months commencing on July 1, 2025, subject to approval by City Council and the City Attorney as to form;
2. Direct the Board Secretary to transmit the Amendment to the City Council and, concurrently, to the City Attorney;
3. Authorize the Board President and Secretary to execute the Amendment upon receipt of all necessary approvals; and,
4. Authorize RAP staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY

Since 2009, Mount Washington Preschool and Child Care Center, Inc. (MWPC) has operated the Joy Picus Childcare Center (Center), which is located at the Los Angeles Street ground level of City Hall South at 111 East First Street, Los Angeles, CA 90012. MWPC executed Contract No. 3538 (Contract) in 2016, as a result of a Request of Proposal (RFP) process administered by RAP. The initial term of the Contract was five years from the Commencement date. However, in accordance with Section 3 of the Contract, the five-year option to renew was exercised by the RAP General Manager on June 15, 2020, extending the term until June 30, 2025.

Staff is requesting the Board's approval of the proposed Amendment to extend the term of the Contract in order to allow MWPC to continue operating the Center under the current terms and conditions of the Contract, without any interruption to the child care services being provided at

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the Center, while RAP determines the best manner in which to proceed in establishing new arrangements for operation of the Center with either MWPCC or a new operator. Due to the proposed changes to the current Contract requested by MWPCC, which do not fully align with City and RAP childcare practices, RAP will again be processing an RFP to identify the most qualified operator possible. RAP also requires time to coordinate and discuss the Center's future operations with the City's General Services Department (GSD), Information Technology Agency (ITA), and Los Angeles Police Department (LAPD), which each support the Center through facility maintenance and repair, oversight of technology and data systems, and security camera management and repair, respectively.

FISCAL IMPACT

The proposed Third Amendment will impact the RAP General Fund through existing maintenance expenses associated with exterior play-area grounds keeping, which is approved and included as part of the normal annual maintenance budget for City Hall Park.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Third Amendment to Contract No. 3538

THIRD AMENDMENT TO CONTRACT NO. 3538
BETWEEN
THE CITY OF LOS ANGELES
AND
MOUNT WASHINGTON PRESCHOOL AND CHILD CARE CENTER, INC.
FOR THE
OPERATION OF THE JOY PICUS CHILDCARE CENTER

THIS THIRD AMENDMENT TO CONTRACT NO. 3538 ("THIRD AMENDMENT") is made this _____, 20____, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD") and Mount Washington Preschool and Child Care Center, Inc., a California non-profit corporation ("CONTRACTOR"). CITY and CONTRACTOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, on March 19, 2015, the Board of Recreation and Park Commissioners awarded Contract No. 3538 (CONTRACT) between the CITY and CONTRACTOR for CONTRACTOR to operate the Joy Picus Childcare Center, a licensed childcare facility located on the ground floor of City Hall South ("CENTER"), for an initial five-year term ending June 30, 2020 (Report No. 15-053); and,

WHEREAS, pursuant to Section 3 of the CONTRACT, the RAP General Manager exercised the Option to Renew on June 15, 2020, for an additional five years due to expire on June 30, 2025; and,

WHEREAS, on February 21, 2018, the BOARD approved a First Amendment to the CONTRACT (Report No. 18-029), which added Christmas Eve (December 24th) to the CENTER's Holiday Schedule as an unofficial holiday and day of closure for the CENTER; and,

WHEREAS, on June 6, 2018, the BOARD approved a Second Amendment to the CONTRACT (Report No. 18-102), which increased the allowable tuition rate percentage, subject to the BOARD's approval, from 3.5 % to 4% for the remainder of the CONTRACT's term; and,

WHEREAS, CONTRACTOR has requested an extension to the CONTRACT's term; and,

WHEREAS, PARTIES have agreed to this THIRD AMENDMENT to extend the term of the CONTRACT for one additional year from July 1, 2025 to June 30, 2026, in order to: (i) allow CONTRACTOR to continue operating and therefore avoid any interruption of child care services for CONTRACTOR's existing clientele at the CENTER,

and (ii) allow sufficient time for RAP to approve and execute a new contract with CONTRATOR or a new operator pursuant to a Request for Proposals ("RFP") process.

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend the CONTRACT as follows:

1. Section 3 (TERM OF CONTRACT) is hereby amended to read as follows:

The duration of this CONTRACT ("TERM") shall be effective upon attestation by the City Clerk and shall become operational as of July 15, 2015, and shall terminate on **June 30, 2026**. Neither CITY, nor any board member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action take to revoke, decline to exercise an option, or disapprove a renewal of this CONTRACT.

2. Section 15 (RATIFICATION) is hereby amended to read as follows

At the request of RAP, and because of the need therefore, CONTRACTOR began performance of the responsibilities contained herein prior to execution of the Third Amendment to this CONTRACT, which were required prior to the execution hereof. By execution of the Third Amendment to this CONTRACT, RAP hereby accepts such service(s) subject to all terms, covenants, and conditions of this CONTRACT, and ratifies its agreement with CONTRACTOR for such service(s).

3. Except as amended by THIRD AMENDMENT, all other terms and conditions of the CONTRACT (as previously modified by the first and second amendments thereto) shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this THIRD AMENDMENT TO CONTRACT NO. 3538, as of the day and year first written above.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

MOUNT WASHINGTON PRESCHOOL AND CHILD CARE CENTER, INC., a California non-profit corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____
President

By: _____
Secretary

Date: _____

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____