

**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Approved X                      Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_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 24<sup>th</sup>) 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: \_\_\_\_\_