

**Item 3 Attachment A**

**CITY OF CALABASAS  
AMENDMENT NO. 3 TO LITTLE LEARNERS, LLC. PROFESSIONAL SERVICES AGREEMENT  
City of Calabasas/Little Learners, LLC**

This Amendment No. 3 to Agreement, (herein “AMENDMENT”) is made on this \_\_\_\_ day of September, 2020 at Calabasas, California by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (hereinafter referred to as the “CITY”) and Little Learners, LLC, PO Box 9164, Calabasas, California 91302 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

- A. This AMENDMENT to AGREEMENT amends the original AGREEMENT between the CITY and CONTRACTOR dated October 26, 2016 (Contract Term March 1, 2017-February 28, 2022).
- B. CITY and CONTRACTOR desire to amend the AGREEMENT by modifying the expiration date as set forth in the AGREEMENT and attached hereto as Exhibit A incorporated herein by this reference.
- C. CITY and CONTRACTOR desire to amend the AGREEMENT by modifying the Scope of Services as set forth in the AGREEMENT and attached hereto as Exhibit A incorporated herein by this reference.
- D. CITY and CONTRACTOR desire to amend the AGREEMENT by modifying the Fee Schedule as set forth in the AGREEMENT and attached hereto as Exhibit B incorporated herein by this reference.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**

**City of Calabasas**

By: \_\_\_\_\_

Alicia Weintraub, Mayor

Date: \_\_\_\_\_

**“Contractor”**

**Little Learners LLC**

By: \_\_\_\_\_

Bridget Nelson, Owner

Date: \_\_\_\_\_

By: \_\_\_\_\_

Carly Armacost, Officer

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Maricela Hernandez, MMC, CPMC

City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Scott H. Howard

Colantuono, Highsmith & Whatley, PC

City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
Scope of Services

**The expiration date of this agreement shall be extended by two years:**

The expiration date of this is agreement shall be February 28, 2024 at 11:59 p.m. unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) of the agreement.

**To be added to responsibilities of LITTLE LEARNERS:**

1. Little Learners shall extend a full time job offer to the four (4) remaining City teachers at their current salary.
2. Any of the four (4) remaining City teachers who accept the employment offer by Little Learners will be employed by Little Learners as long as they follow the Little Learners employment policies as well as those set forth by the Department of Social Services which issues the child care license under which they operate. If a situation arises that would require Little Learners to undertake layoffs, it would do so using a seniority based metric. Any of the four City teachers that accept the employment offer extended by Little Learners would have their service time with the City count and credited toward seniority status.
3. Little Learners shall provide a written program update every Wednesday to the Director of Community Services to include enrollment numbers and any concerns/issues that may arise.
4. Little Learners shall return to Council with a written program update, together with City staff, every six months, or sooner if needed, to formally review and address the status of the program, potential program modifications, etc.
5. Should a monthly payment required of Little Leaners as part of this agreement be missed for any reason, both City staff and Little Leaners shall immediately address this issue with a written report to the Council at its next regularly scheduled meeting.

**EXHIBIT B**

Fee Schedule

**Little Learners Financial Responsibilities:**

1. As part of the agreed upon repayment plan, Little Learners shall make twenty-four (24) consecutive interest free monthly payments starting in October 2020 as follows (due the 21<sup>st</sup> of each month):

<u>Payment</u>	<u>Month/Year</u>	<u>Amount</u>
1	October 2020	\$7,811.04
2	November 2020	\$7,811.04
3	December 2020	\$7,811.04
4	January 2021	\$7,811.04
5	February 2021	\$7,811.04
6	March 2021	\$7,811.04
7	April 2021	\$7,811.04
8	May 2021	\$7,811.04
9	June 2021	\$7,811.04
10	July 2021	\$7,811.04
11	August 2021	\$7,811.04
12	September 2021	\$7,811.04
13	October 2021	\$7,811.04
14	November 2021	\$7,811.04
15	December 2021	\$7,811.04
16	January 2022	\$7,811.04
17	February 2022	\$7,811.04
18	March 2022	\$7,811.04
19	April 2022	\$7,811.04
20	May 2022	\$7,811.04
21	June 2022	\$7,811.04
22	July 2022	\$7,811.04
23	August 2022	\$7,811.04
24	September 2022	\$7,811.04

2. Pay to the City a Monthly Facility Use Fee as follows (due the 21<sup>st</sup> of each month):

FY 2020/2021	\$8,100.00 Monthly
FY 2021/2022	\$8,400.00 Monthly
FY 2022/2023	\$8,700.00 Monthly
FY 2023/2024	\$9,000.00 Monthly