



# AGENDA

## IRVINE CHILD CARE PROJECT REGULAR MEETING

June 8, 2020  
8:30 AM

Adam Buchanan  
President

Ira Glasky  
Vice President

Alan Battenfield  
Clerk

Board Members:  
Melissa Fox  
Stephanie Bynon

Irvine Child Resource Center  
14341 Yale Avenue  
Irvine, California

### IMPORTANT PUBLIC HEALTH AND SAFETY MESSAGE REGARDING PARTICIPATION IN IRVINE CHILD CARE PROJECT MEETING

AS A RESULT OF THE COVID-19 VIRUS, AND RESULTING ORDERS AND DIRECTION FROM THE PRESIDENT OF THE UNITED STATES, AND THE GOVERNOR OF THE STATE OF CALIFORNIA, AND THE ORANGE COUNTY HEALTH CARE AGENCY, AS WELL AS THE CITY OF IRVINE EMERGENCY DECLARATION, THE PUBLIC WILL NOT BE PERMITTED TO PHYSICALLY ATTEND THE IRVINE CHILD CARE PROJECT MEETING TO WHICH THIS AGENDA APPLIES.

YOU MAY SUBMIT COMMENTS ON ANY AGENDA ITEM OR ON ANY ITEM NOT ON THE AGENDA, IN WRITING VIA MAIL TO "ATTN: IRVINE CHILD CARE PROJECT," ONE CIVIC CENTER PLAZA, IRVINE, CA 92606 OR BY EMAIL TO [SDINEEN@CITYOFIRVINE.ORG](mailto:SDINEEN@CITYOFIRVINE.ORG). EMAILS RECEIVED FOR AGENDA ITEMS WILL BE READ INTO THE RECORD AT THE TIME DETERMINED BY THE CHAIRPERSON.

PLEASE NOTE: THE IRVINE CHILD CARE PROJECT IS MAKING EVERY EFFORT TO FOLLOW THE SPIRIT AND INTENT OF THE BROWN ACT AND OTHER APPLICABLE LAWS REGULATING THE CONDUCT OF PUBLIC MEETINGS, IN ORDER TO MAXIMIZE TRANSPARENCY AND PUBLIC ACCESS. IT WOULD BE APPRECIATED IF COMMUNICATIONS OF PUBLIC COMMENTS RELATED TO ITEMS ON THE AGENDA, OR ITEMS NOT ON THE AGENDA, ARE PROVIDED PRIOR TO THE COMMENCEMENT OF THE MEETING AT LEAST 24 HOURS BEFORE THE MEETING, SPECIFIC DETAILS ABOUT HOW TO OBSERVE AND PARTICIPATE, WHICH MAY INCLUDE EITHER TELE-CONFERENCING, VIDEO-CONFERENCING, OR ANOTHER EQUIVALENT OPTION, WILL BE INCLUDED ON THE CITY'S WEBSITE.

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**Speaker's Form/Request to Speak** - If you would like to address the Board on a scheduled agenda item, please complete the Request to Speak Form. Speaker's Forms are located on the table at the entrance to the Conference Room. Please identify on the card your name, address and the item on which you would like to speak and return to the Recording Secretary. The Request to Speak Form assists the Chair in ensuring that all persons wishing to address the Board are recognized. Your name will be called at the time the matter is heard by the Board.

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**CALL TO ORDER**

<b>ROLL CALL</b>	Board Member:	Stephanie Bynon
	Board Member:	Melissa Fox
	Clerk:	Alan Battenfield
	Vice President:	Ira Glasky
	President:	Adam Buchanan

**PLEDGE OF ALLEGIANCE**

**INTRODUCTIONS**

**ANNOUNCEMENTS**

**PRESENTATIONS**

**ADDITIONS AND DELETIONS TO THE AGENDA**

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next Board meeting.

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**PUBLIC COMMENTS**

Any member of the public may address the Board on items within the Board’s subject matter jurisdiction, but which are not listed on the Agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. PUBLIC COMMENTS are scheduled for 30 minutes and are limited to 3 minutes per person.

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**CONSENT CALENDAR**

All matters listed under Consent Calendar are considered to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the Board request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Board on items on the Consent Calendar. Public comments on any item or items on the consent calendar are limited to three minutes per speaker. If you wish to speak to a particular item or items, please complete a Speakers Form and submit to Recording Secretary.

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**1. APPROVAL OF IRVINE CHILD CARE PROJECT (ICCP) MINUTES**

**ACTION:**

Approve minutes of the Irvine Child Care Project regular meeting of May 11, 2020.

**2. WARRANT REQUEST – CONTINUING DEVELOPMENT, INC.**

**RECOMMENDED ACTION:**

Approve payment of \$73,547.07 to Continuing Development, Inc. for child care development services for April 1-30, 2020.

**3. WARRANT REQUEST – CITY OF IRVINE**

**RECOMMENDED ACTION:**

Approve payment of \$14,684.19 to the City of Irvine for Program and Grant Administration for the month of April 2020.

- \$ 13,539.19 for Program Administration
- \$ 1,145.00 for Grant Administration

**4. WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)**

**RECOMMENDED ACTION:**

Approve payment of \$69,646.76 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of April 2020.

- \$44,452.92 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,262.75 for Utilities
- \$ 6,666.67 for Facilities & Financial Support

**5. ICCP EXPENSES PAID BY IUSD**

**RECOMMENDED ACTION:**

Review and accept attached invoices in the total amount of \$34,795.10 paid by IUSD on behalf of ICCP.

**6. DEPOSIT OF STATE GRANT APPORTIONMENT**

**RECOMMENDED ACTION:**

Authorize the deposit of grant funds from the State Department of Education into the appropriate account as follows:

- \$ 13,528.00 01-005-50100-8290
- \$ 6,219.00 01-005-50100-8290
- \$ 37,215.00 01-005-50100-8590

**7. RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT BEACON PARK K-8 SCHOOL CAMPUS**

**RECOMMENDED ACTION:**

Authorize Board President Adam Buchanan to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2020 through June 30, 2021.

**8. RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT CADENCE PARK K-8 SCHOOL CAMPUS**

**RECOMMENDED ACTION:**

Authorize Board President Adam Buchanan to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2020 through June 30, 2021.

**BOARD BUSINESS**

**9. WARRANT REQUEST – CONTINUING DEVELOPMENT INC.**

**RECOMMENDED ACTION:**

Approve payment of \$6,311.49 to Continuing Development Inc. for child care development services for the month of March 2020.

**10. ICCP CHILD CARE PROJECT RENT RELIEF FOR PROVIDERS CONSIDERATION**

**RECOMMENDED ACTION:** Approve one of the options provided:

Option A: Waiver from the rental payments for the month of July 2020 which would be a loss in revenue to ICCP of \$157,740 per month.

Option B: Waiver from the rental payments for the months of July and August 2020

Option C: Waiver from the rental payments for the months of July, August and September 2020

Option D: No additional waiver for rental payments beyond June 2020.

**11. ICCP PROPOSED BUDGET FOR FY 2020-21 WITH MULTI-YEAR BUDGET PROJECTIONS**

**RECOMMENDED ACTION:**

Submitted for the Board's review and discussion.

**REPORTS**

**12. FACILITIES AND BUDGET REPORT – JOHN FOGARTY**

**13. ICCP ADMINISTRATOR'S REPORT – TRACI STUBBLER**

**ADJOURNMENT**

The next Regular Irvine Child Care Project Board Meeting will convene at 8:30 a.m. on **Monday, September 14, 2020.**

**NOTICE TO THE PUBLIC**

At 11:00 a.m., the Irvine Child Care Project will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 noon and will continue all other items on which additional time is required until a future Committee meeting. All meetings are scheduled to terminate at 12:00 noon.

**STAFF REPORTS**

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Irvine Child Care Project liaison and are available for public inspection and copying once the agenda is publicly posted, (at least 72 hours prior to a regular Irvine Child Care Project meeting). Staff reports can also be downloaded from the City's website at [cityofirvine.org](http://cityofirvine.org) beginning the Friday prior to the scheduled Irvine Child Care Project Board meeting on Monday.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Irvine Child Care Project liaison at (949) 724-6503.

**SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

Any supplemental writings or documents distributed to a majority of the Irvine Child Care Project regarding any item on this agenda after the posting of the agenda will be available for public review in the Community Services Department, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

**SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS**

Written Materials/handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Irvine Child Care Project Board. Please provide 15 copies of the information to be submitted and file with the Recording Secretary at the time of arrival to the meeting. This information will be disseminated to the Irvine Child Care Project at the time testimony is given.

**CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS**

It is the intention of the City of Irvine to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact Irvine Child Care Project liaison at 949-724-6647 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

**COMMUNICATION DEVICES**

To minimize distractions, please be sure all personal communication devices are turned off or on silent mode.

**MEETING SCHEDULE**

Regular meetings of the Irvine Child Care Project are held on the second Monday of each month at 8:30 a.m. unless otherwise noted. The Irvine Child Care Project Agenda is posted in the Police Department. Meeting agendas and approved minutes are kept current on the City web site at [cityofirvine.org](http://cityofirvine.org).

I hereby certify that the agenda for the Irvine Child Care Project meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby, One Civic Center Plaza, Irvine, California on June 3, 2020 by 5:30 p.m. as well as on the City's web page.

  
\_\_\_\_\_  
Board Liaison

# CONSENT

**ITEM 1**  
**MINUTES**



# MINUTES

## IRVINE CHILD CARE PROJECT REGULAR MEETING

May 11, 2020  
8:30 AM

Adam Buchanan  
President

Ira Glasky  
Vice President

Alan Battenfield  
Clerk

Board Members:  
Melissa Fox  
Stephanie Bynon

**Irvine Child Resource Center  
14341 Yale Avenue  
Irvine, California**

### CALL TO ORDER

A regular meeting of the Irvine Child Care Project (ICCP) was called to order on Monday, May 11, 2020 at 8:35 a.m. by President Buchanan.

### ROLL CALL

Present:	BOARD MEMBER:	Stephanie Bynon
	BOARD MEMBER:	Melissa Fox
	CLERK:	Ira Glasky
	VICE PRESIDENT:	Adam Buchanan
	PRESIDENT:	Alan Battenfield

### PLEDGE OF ALLEGIANCE

Supervisor Stubbler led the Pledge of Allegiance.

### INTRODUCTIONS

There were no introductions.

### ANNOUNCEMENTS

There were no announcements.

### PRESENTATIONS

There were no presentations.

## **ADDITIONS AND DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

## **PUBLIC COMMENTS**

Ellen England, Director of Creekers' Club at Stone Creek Elementary, expressed her gratitude to the ICCP Board for waiving April, May, and June rent. She also expressed that while the future holds uncertainty, Creekers' Club is ready to greet the challenges they will encounter.

Irini Connerton, Creekers' Club board member, parent of a child attending Creekers' Club, and faculty member at Stone Creek Elementary, expressed her deepest appreciation to the Creekers' Club program for the quality child care they have provided since 1986, for handling this unprecedented challenge with dedication and commitment, and for finding ways to outreach to families and connect with children during the closure.

Dawn Muller, parent of children attending Creekers' Club, expressed appreciation and gratitude to Creekers' Club staff for the care her children have received both before the program closed and after. She shared some of the creative ways Creekers' staff have found to connect and provide enrichment during the closure with her children and plans to reenroll them at Creekers' as soon as it's open again.

Michael Hagemann, parent of a child attending Creekers' Club, requested that the ICCP Board table the approval of the warrants on the agenda, except agenda item numbers three and four, to allow for funds to be available for future waivers of rent beyond June, 2020. He also requested the board direct staff to add an agenda items to the June 8, 2020 agenda to create one or more liaisons or advisory committees to negotiate deferral or outright forgiveness of the warrants with the warrant holders (City of Irvine and Irvine Unified School District) and to consider a rent waiver of July, August, and September.

## **CONSENT CALENDAR**

ICCP secretary noted that Items 5 and 6 were removed for separate discussion at the request of Board Member Fox, who expressed support for the idea of preservation of cash at the same time acknowledging that much of ICCP's funding comes from grants which has strict reporting, documentation, payment, and funding use guidelines. ICCP funding could be put at risk by not funding program grant administration. Vice President Glasky indicated that the ICCP fund balance is healthy enough to fulfill existing financial responsibilities without putting at risk the ability to consider future rent relief for ICCP provider agencies.

**Moved by Vice President Glasky, seconded by Clerk Battenfield, and unanimously carried to approve Consent Calendar items 1 through 10, with the exception of Item Nos. 5 and 6, which were removed for separate discussion.**

**1. APPROVAL OF IRVINE CHILD CARE PROJECT (ICCP) MINUTES**

**ACTION:** Approve the minutes of a regular meeting of the Irvine Child Care Project held on March 9, 2020.

**ACTION:** Approve the minutes of a special meeting of the Irvine Child Care Project held on April 9, 2020.

**2. WARRANT REQUEST – CONTINUING DEVELOPMENT, INC.**

**ACTION:** Approve payment of \$60,737.85 to Continuing Development, Inc. for child care development services for March 1-31, 2020.

**3. WARRANT REQUESTS – IRVINE CHILDREN’S FUND (ICF) SCHOLARSHIPS**

**ACTION:** Approve payments for warrants totaling the amount of \$11,286.81 for ICF Scholarships during the month of March 2020.

- \$ 9,824.81 to Rainbow Rising
- \$ 838.00 to Kids Stuff
- \$ 406.50 to Continuing Development Inc.
- \$ 217.50 to Dolphin Club
- \$ 0.00 to Creekers Club

**4. WARRANT REQUESTS – IRVINE CHILD CARE PROJECT (ICCP) SCHOLARSHIPS**

**ACTION:** Approve payments for warrants totaling the amount of \$115.00 for ICCP Scholarships during the month of March 2020.

- \$ 115.00 to Rainbow Rising
- \$ 0.00 to Kids Stuff
- \$ 0.00 to Continuing Development Inc.
- \$ 0.00 to Dolphin Club
- \$ 0.00 to Creekers Club

**5. WARRANT REQUEST – CITY OF IRVINE**

**Moved by Board Member Fox, seconded by Board Member Bynon, and unanimously carried to:**

**ACTION:** Approve payment of \$13,613.11 to the City of Irvine for Program and Grant Administration the month of March 2020.

- \$ 12,468.11 for Program Administration
- \$ 1,145.00 for Grant Administration

**6. WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)**

**Moved by President Buchanan, seconded by Clerk Battenfield, and unanimously carried to:**

**ACTION:** Approve payment of \$69,646.76 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of March 2020.

- \$44,452.92 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,262.75 for Utilities
- \$ 6,666.67 for Facilities & Financials

**7. ICCP PAYMENTS FOR FEBRUARY 2020**

**ACTION:** Review and approve February 2020 payments attached.

**8. ICCP EXPENSES PAID BY IUSD**

**ACTION:** Review and accept attached invoice in the total amount of \$2,481.70 paid by IUSD on behalf of ICCP.

**9. DEPOSIT OF STATE GRANT APPORTIONMENT**

**ACTION:** Authorize the deposit of grant funds from the State Department of Education into the appropriate account as follows:

- \$ 27,218.00      01-005-50100-8290
- \$ 12,512.00      01-005-50100-8290
- \$ 74,879.00      01-005-50100-8590

**10. DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN’S FUND (ICF)**

**ACTION:** Authorize the deposit of funds from ICF into the appropriate account as follows:

- \$ 22,771.24      01-005-712-00-8689
- \$            0.00      01-005-712-00-8699

**BOARD BUSINESS**

**11. ICCP CHILD CARE SITES ABLE TO ENROLL CHILDREN OF INDIVIDUALS WHO WORK IN THE CITY OF IRVINE**

**Discussion included:** Board Member Fox expressed her support for this item as access to quality child care for essential workers is incredibly important.

**Moved by Board Member Fox, seconded by Vice President Glasky, and unanimously carried to:**

**ACTION:**

Approve the recommendation to allow ICCP sites to enroll children of non-resident employees who work in the City, as capacity permits, during the period of Emergency Childcare as defined by the California Department of Education.

**12. DETERMINATION OF FY 2020-21 CHILD CARE PROVIDER RENTAL RATE**

**Discussion included:** Board Member Fox shared that the City of Irvine has incurred increased costs in areas such as custodial services and cleaning supplies and that ICCP should prepare for the same. At this time ICCP's budget looks strong and able to absorb these anticipated additional costs.

**ACTION: Moved by Board Member Fox, seconded by Clerk Battenfield, and unanimously carried to:**

Approve the current rental rate with no change for FY 2020-21.

**13. ICCP PROPOSED BUDGET FOR FY 2020-21 WITH MULTI-YEAR BUDGET PROJECTIONS**

**Discussion included:** ICCP budget will have a positive balance after the current rent waivers. Board Member Fox thanked City, IUSD, and ICCP staff for their hard work, and shared that the City of Irvine and ICCP look well positioned financially at this time.

**ACTION:**

Submitted for the Board's review and discussion.

**REPORTS**

**14. FACILITIES AND BUDGET REPORT – JOHN FOGARTY**

Report included in packet was reviewed

**15. ICCP ADMINISTRATOR'S REPORT – TRACI STUBBLER**

Report included in packet was reviewed.

**Discussion included:** Vice President Glasky and Board Member Fox asked staff to add an agenda item to the June 8, 2020 ICCP agenda to discuss options for ICCP provider rent.

**ADJOURNMENT**

Moved by Clerk Battenfield, seconded by Vice President Glasky, and unanimously carried to adjourn the meeting at 9:08 a.m.

The next regular Irvine Child Care Project Board meeting will convene at 8:30 a.m. on Monday, June 8, 2020.

\_\_\_\_\_  
ADAM BUCHANAN, PRESIDENT  
IRVINE CHILD CARE PROJECT

\_\_\_\_\_  
SHANE DINEEN  
RECORDING SECRETARY

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

## **ITEM 2**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **WARRANT REQUEST – CONTINUING DEVELOPMENT INC.**

**DESCRIPTION:** Continuing Development Inc. has submitted an invoice in the amount of \$73,547.07 for child care development services for the month of April. This provider served a total of 105 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of \$73,547.07 are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of \$73,547.07 to Continuing Development, Inc. for child care development services for April 1-30, 2020.

**IRVINE CHILD CARE PROJECT**

**DATE: June 8, 2020**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CONTINUING DEVELOPMENT INC.	00550159-5810	\$73,547.07
	<b>TOTAL</b>	<b>\$73,547.07</b>

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	\$73,547.07	
	<b>TOTAL</b>	<b>\$73,547.07</b>

**ATTENDANCE SUMMARY**

**CERTIFIED CHILDREN  
STATE GRANT  
April 2020  
(22 days of service)**

**CONTINUING DEVELOPMENT INC.:**

Stonegate	5 children served 98 child days of enrollment
Oak Creek	9 children served 163 child days of enrollment
Vista Verde	0 children served 0 child days of enrollment
Plaza Vista	32 children served 587 child days of enrollment
Canyon View	2 children served 44 child days of enrollment
Turtle Rock	19 children served 398 child days of enrollment
Springbrook	10 children served 199 child days of enrollment
Deerfield	13 children served 225 child days of enrollment
University Park	15 children served 330 child days of enrollment
<b><u>TOTALS:</u></b>	<b>105 children served 2,044 child days of enrollment</b>
<b><u>YEAR-TO- DATE:</u></b>	<b>152 children served 19,437 child days of enrollment</b>



**INVOICE NUMBER**  
**5040-APR20**

350 Woodview Ave, Suite 100  
Morgan Hill, CA. 95037  
(408)556-7300

**DATE:** May 13, 2020

SOLD TO: Irvine Child Care Project  
14341 Yale Avenue  
Irvine,  
CA 92604

Attention: Traci Stubbler

DESCRIPTION	PRICE	AMOUNT
General child development services provided in period <u>April 1, 2020</u> through <u>April 30, 2020</u>		
Fiscal Year 2019-2020 Contract Type: <b>CCTR-9159</b>		
Service fees of <u>1,515.20</u> days @ <b>\$49.54</b>		
Less Certified Parent fees	-	<b>\$75,063.01</b>
Contract earnings to District	\$45.00 75018.01	
Adjustment for District Indirect Cost	\$75,018.01 ÷ <b>1.02</b> =	\$1,470.94
<b>Balance due to Continuing Development, Inc.</b>		<b>\$73,547.07</b>
<b>Billing Summary:</b>		
Cumulative Prior Period Amount Billed	\$580,843.94	
Current Period Billing	<u>\$73,547.07</u>	
Cumulative Fiscal Year Amount Billed	\$654,391.01	
Contract Maximum Billable	\$672,821.57	
Available remaining balance	\$18,430.56	

## **ITEM 3**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **WARRANT REQUEST – CITY OF IRVINE**

**DESCRIPTION:** The City of Irvine has submitted an invoice for the Board's review and approval in the amount of \$14,684.19 for Program and Grant Administration for the month of April 2020.

The specific breakdown is as follows:

- \$ 13,539.19 for Program Administration
- \$ 1,145.00 for Grant Administration

**RECOMMENDATION:** Approve payment of \$14,684.19 to the City of Irvine for Program and Grant Administration for the month of April 2020.

**IRVINE CHILD CARE PROJECT**

**DATE: June 8, 2020**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CITY OF IRVINE	005710-59-5864	\$ 13,539.19
CITY OF IRVINE	005501-59-5810	\$ 1,145.00
CITY OF IRVINE	005710-59-5811	\$
CITY OF IRVINE	005710-59-4305	\$
	<b>TOTAL</b>	<b>\$14,684.19</b>

EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$ 13,539.19	
005501-59-5810	\$ 1,145.00	
005710-59-5811	\$	
005710-59-4305	\$	
	<b>TOTAL</b>	<b>\$14,684.19</b>



**City of Irvine**  
 FINANCE DEPARTMENT  
 P.O. BOX 19575  
 IRVINE, CA 92623-9575  
 949-724-6049

**CUSTOMER NO.** C4604  
**INVOICE NO.** 203976  
**INVOICE DATE** 05/12/2020

IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PKWY  
 IRVINE, CA 92604-4652

**Terms: Please remit payment within 30 days to avoid 10 percent late fee and penalties.**

**Past due accounts may be referred to a collection agency.**

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	Original Amount	\$14,684.19
APRIL 2020 STAFFING: ADMINISTRATION = \$13,339.19		
STAFFING: GRANT ADMINISTRATION = \$1,145.00		
SUPPLIES = \$0		
DUPLICATING = \$200.00		
CONTRACT SERVICES PAID ON PCARD = \$0		
CONTRACT SERVICES = \$0		
LOCAL TRAVEL = \$0		
TOTAL \$14,684.19		

Total Due: \$14,684.19

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**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

**Please make checks payable to:**

City of Irvine  
 FINANCE DEPARTMENT  
 P.O. BOX 19575  
 IRVINE, CA 92623-9575

**Customer Number:** C4604  
**Invoice Number:** 203976  
**Invoice Date:** 05/12/2020  
**Total Amount Due:** \$14,684.19

**Total Payment: \$** \_\_\_\_\_

**We accept all major credit cards. To make a payment by credit card, please call 949-724-6011.**

**ITEM 4**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **WARRANT REQUEST– IRVINE UNIFIED SCHOOL DISTRICT (IUSD)**

**DESCRIPTION:** IUSD has submitted an invoice for the Board's review and approval in the amount of \$69,646.76 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of April 2020.

The specific breakdown is as follows:

- \$44,452.92 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,262.75 for Utilities
- \$ 6,666.67 for Facilities & Financial Support

**RECOMMENDATION:** Approve payment of \$69,646.76 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of April 2020.

**IRVINE CHILD CARE PROJECT**

**DATE: June 8, 2020**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	00571059-5862	\$44,452.92
IUSD	00571081-7439	\$ 675.00
IUSD	00571059-7439	\$10,589.42
IUSD	00571081-5500	\$ 7,262.75
IUSD	00571059-5861	\$ 6,666.67
	<b>TOTAL</b>	<b>\$69,646.76</b>

**EXPENDITURE CLASSIFICATION SUMMARY**

00571059-5862	\$44,452.92	
00571081-7439	\$ 675.00	
00571059-7439	\$10,589.42	
00571081-5500	\$ 7,262.75	
00571059-5861	\$ 6,666.67	
	<b>TOTAL</b>	<b>\$69,646.76</b>



# INVOICE

Page # 1

## Irvine Unified School District

5050 Barranca Parkway  
Irvine, CA 92604-4698  
Phone: (949) 936-5000

IRVINE CHILD CARE PROJECT (ICCP)  
5050 BARRANCA PARKWAY  
IRVINE, CA 92604

ACCT ID:	V7501158
INVOICE NUMBER:	75NI0104
DIVISION:	75GN
TERM:	1920
INVOICE DATE:	04/01/20
DUE DATE:	04/30/20
AMOUNT DUE	<b>\$69,646.76</b>

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	44452.92		0100505400 8699	APRIL 2020 - CUSTODIAL SVCS	44,452.92
2	1	675.00		0100505400 8699	APRIL 2020 - CUSTODIAL EQUIPMENT (5 YEAR AMORTIZATION)	675.00
3	1	10589.42		0100000000 8953	APRIL 2020 - SALE OF CLASSROOMS	10,589.42
4	1	7,262.75		0100000000 8650	APRIL 2020 - UTILITIES	7,262.75
5	1	6,666.67		0100000000 8699	APRIL 2020 - FACILITIES & FINANCIAL SUPPORT	6,666.67
						Tax
<b>INVOICE TOTAL</b>						<b>\$69,646.76</b>

Please remit a copy with payment-thank you

Remit to: **Irvine Unified School District**  
**5050 Barranca Parkway**  
**Irvine, CA 92604-4698**

**Account ID** V7501158  
**Account Name** IRVINE CHILD CARE PROJECT (ICC)  
**Invoice Number** 75NI0104  
**DIV:** 75GN  
**TERM:** 1920  
**Due Date** 04/30/20  
**Amount Due** \$69,646.76  
**Amount Paid** \$ \_\_\_\_\_

## **ITEM 5**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)**

**DESCRIPTION:** The following invoices, in the total amount of \$34,795.10, has been paid by IUSD on behalf of ICCP for facility renovation to the child care buildings at Springbrook elementary:

- \$13,940.00 to David M Bertino Manufacturing for the installation of new cabinets and countertops
- \$4,185.00 to AJ Fistes Corporation for interior paint and wall covering repair and replacement
- \$10,297.90 to Floor Tech America Inc for the installation of new carpet and sheet vinyl flooring
- \$6,372.20 to KYA Services LLC for the installation of cushion and adhesive necessary for the installation of new carpet

**RECOMMENDATION:** Review and accept attached invoices in the total amount of \$34,795.10 paid by IUSD on behalf of ICCP.

LEDGER: 41 DATE ISSUED: 05/15/20 VENDOR NAME: DAVID M BERTINO M VENDOR:V4100121 CHECK: 41003639

INVOICE DATE	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
04/15/20	J3824-1724	N41R0009	13,940.00
TOTAL AMOUNT OF INVOICES			13,940.00

PAID BY:  
 IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698  
 949-651-0444

SUMMARY  
 0100571085 6210 13,940.00

Sub Fund  
 0101

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
 IRVINE CHILD CARE PROJECT

No. 41003639  
 Date: 05/15/20  
 Acct#: 9600058619

Pay THIRTEEN Thousand NINE Hundred FORTY Dollars and ZERO Cents

\$\*\*\*\*\*13,940.00

To The Order of DAVID M BERTINO MANUFACTURING  
 PO BOX 1820  
 COLTON, CA 92324

VOID UNLESS PRESENTED WITHIN 6 MONTHS  
 WELLS FARGO BANK, N.A.  
 115 HOSPITAL DRIVE  
 VAN WERT, OH. 45891

NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE

David M. Bertino Manufacturing, Inc.  
P.O. BOX 1820  
Colton, CA 92324

# Invoice

Date	Invoice #
4/15/2020	I#3824-1724

(F)

Bill To
Irvine USD Maintenance & Operations 14600 Sand Canyon Ave. Irvine, CA 92618

P.O. No.	Terms	Due Date
N41R0009	Net 30	5/15/2020

Item	Description	Amount
Casework	Springbrook ICCP Portable - Cabinets & Countertops per plans & specs/delivered & installed	0.00
Casework	Original Contract Amount \$13,940.00	0.00
Casework	This billing: 100% complete \$13,940.00	13,940.00

When order received please sign this sheet and return to District Business Office.

Received By \_\_\_\_\_

Date \_\_\_\_\_

*J.D. [Signature]*

APR 29 2020

**IRVINE UNIFIED SCHOOL DISTRICT  
MAINTENANCE & OPERATIONS**

We appreciate your prompt payment.

Customer agrees to make full payment as defined in the payment terms. If full payment is not made pursuant to the payment terms, customer shall pay 1.5% per month on the unpaid balance. If collection efforts are commenced the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred.

<b>Subtotal</b>	\$13,940.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$13,940.00</b>
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$13,940.00

Phone #	Fax #
(909) 888-9122	(909) 381-5577

# David M. Bertino, Mfg. Inc.

# Quotation

Contractor License #520857 - Woodwork Institute #406  
 DIR #100006947  
 1696 W. Mill St., units 21-22  
 Colton, CA. 92324  
 Phone (909) 888-9122 Fax (909) 381-5577

DATE January 6, 2020  
 Quotation # 1  
 Customer ID

Attn: Joe Garcia  
 Irvine Unified School District  
 5050 Baranca Parkway  
 Irvine, CA 92604  
 (PH) (949) 936-5000 (Fax) (949) 936-5259

Quotation valid until: March 6, 2020  
 Prepared by: Gavin Cowie

Comments or special instructions: Irvine U.S.D. Springbrook

Description	AMOUNT
Cabinets and countertops Furnished and Installed per Tim's job walk with Joe Garcia	
<b>Anything besides what is described here in, is Excluded.</b>	
<del>Springbrook - Plastic laminate cabinets with solid surface countertops in Portable 29.</del>	<del>\$13,940.00</del>
Woodbury-Plastic laminate cabinets with solid surface countertops in Rooms CC1 & CC3	\$20,330.00
Stonegate-Plastic laminate cabinets and solid surface countertops in Rooms CC2 & CC3.	\$16,730.00
INCLUSIONS: Material core is particle board, laminate color is D-354 Designer White, Blum hinges, delivered and installed.	
EXCLUSIONS: blocking, backing, furring; standing, running trim, electrical, sinks and plumbing fixtures.	
<b>TOTAL</b>	

THANK YOU FOR YOUR BUSINESS

# IRVINE UNIFIED SCHOOL DISTRICT PURCHASE ORDER

**PURCHASE ORDER NUMBER** N41R0009  
 (THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)

ISSUED/PRINTED: 02/06/20 02/07/20  
 BID/REQUISITION # N4100015  
 BUYER  
 CONTACT PHONE NUMBER  
 DELIVERY HOURS  
 VENDOR # V4100121  
 P: F:  
 VENDOR ACCT #/TERMS  
 REQUEST/END USE  
 SHIP VIA/FDB

**FROM/BILL TO:**  
 IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698

**TO:** DAVID M BERTINO MANUFACTURING  
 UNIT 21 AND 22  
 1696 WEST MILL STREET  
 COLTON, CA 92324

**SHIP TO:** MAINTENANCE & OPERATIONS - IUSD  
 100 NIGHTMIST  
 IRVINE, CA 92618

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
0001	PROVIDE AND INSTALL PLASTIC LAMINATE CABINETS WITH SOLID SURFACE COUNTERTOPS IN SPRINGBROOK PORTABLE 29  SPRINGBROOK ICCP PORTABLE CABINETS PER QUOTATION #1 DATED 1/6/20	1	EA	13,940.00	13,940.00

*J.D. [Signature]*  
 APR 29 2020

IRVINE UNIFIED SCHOOL DISTRICT  
 MAINTENANCE & OPERATIONS

**ACCOUNTS AND AMOUNTS**  
 0100571085 6210 13,940.00

Subtotal: 13,940.00  
 Tax: 0.00  
 Discount:  
 Freight: 0.00  
 PO Total: 13,940.00

RECEIVING

Authorized Signature

LEDGER: 41 DATE ISSUED: 05/01/20 VENDOR NAME: AJ FISTES CORPORA VENDOR:V4100119 CHECK: 41003629

INVOICE DATE	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
04/14/20	2001-0005	N41R0007	4,185.00
TOTAL AMOUNT OF INVOICES			4,185.00

PAID BY:  
 IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698  
 949-651-0444

SUMMARY  
 0100571085 6210 4,185.00

Sub Fund  
 0101

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
 IRVINE CHILD CARE PROJECT

No. 41003629  
 Date: 05/01/20  
 Acct#: 9600058619

56-382  
 412

Pay FOUR Thousand ONE Hundred EIGHTY FIVE Dollars and ZERO Cents

\$\*\*\*\*\*4,185.00

To The  
 Order  
 of  
 AJ FISTES CORPORATION  
 2214 ATLANTIC AVE  
 LONG BEACH, CA 90806

VOID UNLESS PRESENTED WITHIN 6 MONTHS  
 WELLS FARGO BANK, N.A.  
 115 HOSPITAL DRIVE  
 VAN HERT, OH. 45891

NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE



2214 Atlantic Ave, Long Beach, CA 90806  
Lic # 729357

(F)

# Invoice

Date	Invoice #
4/14/2020	2001-0005

*J.A. [Signature]*

Bill To
Irvine USD

APR 22 2020

IRVINE UNIFIED SCHOOL DISTRICT  
MAINTENANCE & OPERATIONS

P.O. No.	Terms
N41R0007	Net 30

Description	Contract Amt	Previous Inv	Balance	Progress %	Total %	Amount
Springbrook CDC Buildings - 3 Doors and Frames and Portable Building Interior	0.00		0.00			0.00
Item 10 - Vinyl wall covering demo - 32 sqft x \$45 - 128	128.00		4.00	100.00%	100.00%	128.00
Item 11 - Vinyl wall covering repair (1 4 x 8 section) - 32 sqft x 11 - \$352	352.00		11.00	100.00%	100.00%	352.00
Item 29 - 3 Doors x \$150 - \$450	450.00		150.00	100.00%	100.00%	450.00
Item 30 - Frames 51 LF x \$7 = \$357	357.00		7.00	100.00%	100.00%	357.00
Item 23 - Interior Primer - 2520 spft x \$0.35 = \$882	882.00		0.35	100.00%	100.00%	882.00
Item 24 - Interior Finish - 2520 sqft x \$0.80 = \$2016	2,016.00		0.80	100.00%	100.00%	2,016.00
Purchase Order Number N41R0007						
					<b>Total</b>	\$4,185.00

*[Handwritten Signature]*

Payments/Credits	\$0.00
<b>Balance Due</b>	\$4,185.00

Phone: 562-424-2230 Ext 202  
Fax: 562-988-8669

# Cost Proposal # 2001-0005

**A.J FISTES CORPORATION**  
 2214 Atlantic Ave.  
 Long Beach, CA 90806  
 License # 729357 Tax ID#33-0710295  
 DIR # 1000004394  
 Tel: (562) 424-2230 Fax: (562) 988-8669  
 ajfistes@gmail.com

**Client Information**

Name: Irvine Unified School District  
100 Nightmist  
Irvine, CA 92618

Date 1/17/2020

Contact: Joe Garcia  
JoeGarcia@iusd.org

Contact: Jake Fistes  
ajfistes@gmail.com

	Amount
<b>Project: Springsbrook CDC Buildings - 3 Doors and frames and portable building interior</b>	
Item 10 - Vinyl wall covering demo - 32 sqft x \$4 = \$128	\$ 128.00
Item 11 - Vinyl wall covering repair (1'4 x 8 section) - 32 sqft x 11 = \$352	\$ 352.00
Item 29 - 3 Doors x \$150 = \$450	\$ 450.00
Item 30 - Frames 51 LF x \$7 = \$357	\$ 357.00
Item 23 - Interior primer - 2520 sqft x \$.35 = \$882	\$ 882.00
Item 24 - Interior Finish - 2520 sqft x \$.80 = \$2016	\$ 2,016.00
<b>Project Information</b>	
P.1	
Signed By AJ Fistes Corporation	Date: 1/17/2020      TOTAL      \$ 4,185.00

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

IRVINE UNIFIED SCHOOL DISTRICT

PURCHASE ORDER

PURCHASE ORDER NUMBER N41R0007

(THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)

ISSUED/PRINTED 02/05/20 02/06/20  
 BID/REQUISITION # N4100011  
 BUYER  
 CONTACT PHONE NUMBER  
 DELIVERY HOURS  
 VENDOR # V4100119  
 VENDOR ACCT #/TERMS  
 REQUESTOR/END USE  
 SHIP VIA/FOB

FROM/BILL TO: IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698

TO: AJ FISTES CORPORATION  
 2214 ATLANTIC AVE  
 LONG BEACH, CA 90806

SHIP TO: MAINTENANCE & OPERATIONS - IUSD  
 100 NIGHTMIST  
 IRVINE, CA 92618

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
0001	ITEM 10 - VINYL WALL COVERING DEMO	32	SF	4.00	128.00
0002	ITEM 11 - VINYL WALL COVERING REPAIR	32	SF	11.00	352.00
0003	ITEM 29 - DOORS	3	EA	150.00	450.00
0004	ITEM 30 - FRAMES	51	LP	7.00	357.00
0005	ITEM 23 - INTERIOR PRIMER	2,520	SF	0.35	882.00
0006	ITEM 24 - INTERIOR FINISH	2,520	SF	0.80	2,016.00
SPRINGBROOK CDC BUILDING PAINT PROJECT PER PROPOSAL #2001-0005 PURSUANT TO BID NO. 18/19-04MO, UNIT COST PRICING FOR PAINT AND MAINTENANCE SERVICES. CONTRACT EFFECTIVE 7/15/19 THROUGH 6/30/20 WITH OPTION TO EXTEND FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS FOR A MAXIMUM TERM OF FIVE (5) YEARS.					
M.A. FISTES APR 22 2020					
IRVINE UNIFIED SCHOOL DISTRICT MAINTENANCE & OPERATIONS					

ACCOUNTS AND AMOUNTS

0100571085 6210 4,185.00

Subtotal: 4,185.00  
 Tax: 0.00  
 Discount:  
 Freight: 0.00  
 PO Total: 4,185.00

RECEIVING

Authorized Signature

LEDGER: 41 DATE ISSUED: 05/15/20 VENDOR NAME: FLOOR TECH AMERIC VENDOR:V4100100 CHECK: 41003640

INVOICE DATE	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
04/17/20	12665	N41R0008	10,297.90
TOTAL AMOUNT OF INVOICES			10,297.90

PAID BY:  
 IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698  
 949-651-0444

SUMMARY  
 0100571085 6210 10,297.90

Sub Fund  
 0101

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
 IRVINE CHILD CARE PROJECT

No. 41003640  
 Date: 05/15/20  
 Acct#: 9600058619

56-382  
 412

Pay TEN Thousand TWO Hundred NINETY SEVEN Dollars and NINETY Cents

\$\*\*\*\*\*10,297.90

To The  
 Order  
 of  
 FLOOR TECH AMERICA INC  
 125 MERCURY CIRCLE  
 POMONA, CA 91768

VOID UNLESS PRESENTED WITHIN 6 MONTHS  
 WELLS FARGO BANK, N.A.  
 115 HOSPITAL DRIVE  
 VAN HERT, OH. 45891

NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE



(F)

*J.G.*

APR 29 2020

**INVOICE**

DATE	INVOICE #
4/17/2020	12665

T. 909-598-6328 F. 909-598-6125

IRVINE UNIFIED SCHOOL DISTRICT

BILL TO		INSTALL AT	
Irvine Unified School District 100 Nightmist Irvine, CA 92618		Springbrook ES Portable Rooms 28-30 655 Springbrook North Irvine, CA 92614	

Purchase Order Number	Terms	REP	CTRL#	Project
N41R0008	Net 30	CR		4113 - Springbrook ICCP Portables

Item Code	QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
		Installed new carpet and sheet vinyl flooring at Spring Brook ES Child Care Portables Rms. 28-30; based on Carpet and Resilient Flooring Installation 2019 Unit Cost Pricing:		
Contract	218	Demo 218 SY of existing vinyl backed carpet and dispose of properly	6.50	1,417.00
Contract	29	Demo 29 SY of existing sheet vinyl and dispose of properly	9.50	275.50
Contract	15	Standard floor preparation of wood substrate to accept new flooring	75.00	1,125.00
Contract	172	Install 172 yards of Customer Supplied EliteFlex Cushion 6' wide cushion carpet (FTA supplied adhesive).	6.15	1,057.80
Contract	10	Install 10 yards of Customer Supplied C&A "Abrasive Action II" (color: Charcoal) 6' wide Powerbond cushion carpet for 3 single door entries (FTA supplied adhesive).	6.50	65.00
Contract	75	Supply 75 yards of Sheet Vinyl (Medintone)	58.56	4,392.00
Contract	75	Install 75 yards of Sheet Vinyl (flat-laid throughout).	15.00	1,125.00
Contract	64	Install 64 linear feet of Sheet Vinyl Heat Weld	5.00	320.00
Contract	256	Supply and install 256 linear feet of 4" rubber top set base (color: 40 Black)	1.90	486.40
Contract	36	Slim Line Non Impact Transition Pieces (furnish and install) Delivery to jobsite and Demo machine rental included in prices above Work completed on 4/17/2020. POC: Joe Garcia 949-343-6069	0.95	34.20

*Joe Garcia*

			<b>Total</b>	<b>\$10,297.90</b>
--	--	--	--------------	--------------------



125 Mercury Circle, Pomona, CA 91768 T. 909-598-6328 F. 909-598-6125

State License #853634 DIR #1000001941

PROPOSAL #
5048

8(a) Women Owned  
SBA #1550220  
SCMBDC: Cert. #8308  
WMBE #10110146

## PROPOSAL & CONTRACT

DATE 1/17/2020

<b>Customer Name and Address:</b> Irvine Unified School District 2015 Roosevelt Irvine, CA 92620	<b>Project and Location:</b> Spring Brook ES Child Care Portables Rms. 28-30 655 Springbrook North Irvine, CA 92614			
Scope of Work	Quantity	Unit	Price	Total

Please accept our proposal to install new carpet and sheet vinyl flooring at Spring Brook ES Child Care Portables Rms. 28-30; based on Carpet and Resilient Flooring Installation 2019 Unit Cost Pricing:

Demo 218 SY of existing vinyl backed carpet and dispose of properly	218 SY ✓		6.50 ✓	1,417.00 ✓
Demo 29 SY of existing sheet vinyl and dispose of properly	29 SY ✓		9.50 ✓	275.50 ✓
Furniture already moved out by district				
Standard floor preparation of wood substrate to accept new flooring	15 ✓		75.00 ✓	1,125.00 ✓
Install 172 yards of Customer Supplied EliteFlex Cushion or approved equal (color: TBD) 6' wide cushion carpet (DO NOT ORDER ANY ADHESIVE, FTA WILL SUPPLY).	172 SY ✓		6.15 ✓	1,057.80 ✓
Install 10 yards of Customer Supplied C&A "Abrasive Action II" (color: Charcoal) 6' wide Powerbond cushion carpet for 3 single door entries (DO NOT ORDER ANY ADHESIVE, FTA WILL SUPPLY).	10 SY ✓		6.50 ✓	65.00 ✓
Supply 75 yards of Sheet Vinyl (Medintone) color: TBD.	75 SY ✓		58.56 ✓	4,392.00 ✓
Install 75 yards of Sheet Vinyl (flat-laid throughout).	75 SY ✓		15.00 ✓	1,125.00 ✓

Thank you for the opportunity to quote this project.

<b>Total</b>
--------------

ACCEPTANCE OF PROPOSAL: Floor Tech America, Inc. is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Accepted by: \_\_\_\_\_

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



125 Mercury Circle, Pomona, CA 91768 T, 909-598-6328 F. 909-598-6125

PROPOSAL #  
5048

State License #853634 DIR #1000001941

8(a) Women Owned  
SBA #1550220  
SCMBDC: Cert. #8308  
WMBE #10110146

### PROPOSAL & CONTRACT

DATE 1/17/2020

**Customer Name and Address:**

Irvine Unified School District  
2015 Roosevelt  
Irvine, CA 92620

**Project and Location:**

Spring Brook ES  
Child Care Portables Rms. 28-30  
655 Springbrook North  
Irvine, CA 92614

Scope of Work	Quantity	Unit	Price	Total
Install 64 linear feet of Sheet Vinyl Heat Weld	64	LF	5.00	320.00
Supply and install 256 linear feet of 4" rubber top set base (color: 40 Black)	256	LF	1.90	486.40
Slim Line Non Impact Transition Pieces (furnish and install)	36	LF	0.95	34.20

Delivery to jobsite and Demo machine rental included in prices above  
Work to be performed Monday-Friday 6AM - 6PM

**Total** \$10,297.90

Thank you for the opportunity to quote this project.

Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be in writing. This contract is valid for 90 days

ACCEPTANCE OF PROPOSAL: Floor Tech America, Inc. is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which undersigned agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# IRVINE UNIFIED SCHOOL DISTRICT PURCHASE ORDER

PURCHASE ORDER NUMBER N41R0008  
 (THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)

ISSUED/PRINTED 02/06/20 02/07/20  
 BID/REQUISITION # N4100014  
 BUYER  
 CONTACT PHONE NUMBER  
 DELIVERY HOURS  
 VENDOR # V4100100  
 P: (909) 598-6328  
 F: (909) 598-6125  
 VENDOR ACCT #/TERMS  
 REQUEST/END USE LMC KINNEY  
 SHIP VIA/FOB J. GARCIA - ICCP SB

FROM/BILL TO: IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698  
 TO: FLOOR TECH AMERICA INC  
 125 MERCURY CIRCLE  
 POMONA, CA 91768  
 SHIP TO: MAINTENANCE & OPERATIONS - IUSD  
 100 NIGHTMIST  
 IRVINE, CA 92618

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
0010	SLIM LINE NON IMPACT TRANSITION PIECES (FURNISH AND INSTALL)  SPRINGBROOK ICCP PORTABLES FLOORING PROJECT  PURSUANT TO THE 2019-2020 UNIT COST PRICING BID FOR FLOORING INSTALLATION SERVICES. INITIAL TERM IS JULY 1, 2019 THROUGH JUNE 30, 2020 WITH THE OPTION TO EXTEND FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS  IUSD BOARD APPROVED 5/28/19	36	LF	0.95	34.20

Page 2 of 2

*J.L. Garcia*

APR 29 2020

IRVINE UNIFIED SCHOOL DISTRICT  
 MAINTENANCE & OPERATIONS

ACCOUNTS AND AMOUNTS  
 0100571085 6210 10,297.90  
 Subtotal: 10,297.90  
 Tax: 0.00  
 Discount:  
 Freight: 0.00  
 PO Total: 10,297.90

*J.L. Garcia*  
 Authorized Signature

RECEIVING

IRVINE UNIFIED SCHOOL DISTRICT

PURCHASE ORDER

PURCHASE ORDER NUMBER N41R0008  
 (THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)

ISSUED/PRINTED 02/06/20 02/07/20  
 BID/REQUISITION # N4100014  
 BUYER  
 VENDOR # V4100100  
 P: (909) 598-6328  
 F: (909) 598-6125  
 CONTACT PHONE NUMBER  
 DELIVERY HOURS  
 VENDOR ACCT #TERMS  
 REQUESTOR/END USE  
 SHIP VIA/FOB

FROM/BILL TO: IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698  
 TO: FLOOR TECH AMERICA INC  
 125 MERCURY CIRCLE  
 POMONA, CA 91768  
 SHIP TO: MAINTENANCE & OPERATIONS - IUSD  
 100 NIGHTMIST  
 IRVINE, CA 92618

ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
0001	DEMO 218 SY OF EXISTING VINYL BACKED CARPET AND DISPOSE OF PROPERLY	218 SY		6.50	1,417.00
0002	DEMO 29 SY OF EXISTING SHEET VINYL AND DISPOSE OF PROPERLY	29 SY		9.50	275.50
0003	STANDARD FLOOR PREPARATION OF WOOD SUBSTRATE TO ACCEPT NEW FLOORING	15 EA		75.00	1,125.00
0004	INSTALL 172 YARDS OF CUSTOMER SUPPLIED ELITEFLEX CUSHION OR APPROVED EQUAL, 6' WIDE CUSHION CARPET	172 SY		6.15	1,057.80
0005	INSTALL 10 YARDS OF CUSTOMER SUPPLIED C&A "ABRASIVE ACTION II", 6' WIDE POWERBOND CUSHION CARPET FOR 3 SINGLE DOOR ENTRIES	10 SY		6.50	65.00
0006	SUPPLY 75 YARDS OF SHEET VINYL (MEDINTONE) COLOR:TBD	75 SY		58.56	4,392.00
0007	INSTALL 75 YARDS OF SHEET VINYL (FLAT-LAID THROUGHOUT)	75 SY		15.00	1,125.00
0008	INSTALL 64 LINEAR FEET OF SHEET VINYL HEAT WELD	64 LF		5.00	320.00
0009	SUPPLY AND INSTALL 256 LINEAR FEET OF 4" RUBBER TOP SET BASE (COLOR: 40 BLACK)	256 LF		1.90	486.40

APR 29 2020

\*\* CONTINUED \*\*

ACCOUNTS AND AMOUNTS  
 IRVINE UNIFIED SCHOOL DISTRICT  
 MAINTENANCE & OPERATIONS  
 Subtotal:  
 Tax:  
 Discount:  
 Freight:  
 PO Total:

RECEIVING

LEDGER: 41 DATE ISSUED: 05/01/20 VENDOR NAME: KYA SERVICES LLC VENDOR V4100099 CHECK: 41003630

INVOICE DATE	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
03/31/20	1-1-13574	N41R0011	6,372.20
TOTAL AMOUNT OF INVOICES			6,372.20

PAID BY:  
 IRVINE CHILD CARE PROJECT  
 5050 BARRANCA PARKWAY  
 IRVINE, CA 92604-4698  
 949-651-0444

SUMMARY  
 0100571085 6210 6,372.20

Sub Fund  
 0101

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
 IRVINE CHILD CARE PROJECT

No. 41003630  
 Date: 05/01/20  
 Acct#: 9600058619

Pay SIX Thousand THREE Hundred SEVENTY TWO Dollars and TWENTY Cents

\$\*\*\*\*\*6,372.20

To The Order of KYA SERVICES LLC  
 1800 E MCFADDEN AVE  
 SANTA ANA, CA 92705

VOID UNLESS PRESENTED WITHIN 6 MONTHS  
 WELLS FARGO BANK, N.A.  
 115 HOSPITAL DRIVE  
 VAN HERT, OH. 45891

NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE

KYA Services LLC  
 1800 E. McFadden Ave.  
 Santa Ana, CA 92705

Invoice

Date	Invoice #
03/31/2020	1-1-13574

F

Bill To
Irvine Unified Maintenance & Operations 100 Nightmist Irvine, CA 92618

Job Site
Springbrook Elementary 655 Springbrook North Irvine, CA 92614

P.O. Number	Terms	Project
N41R0011	Net 30	1-1-20053

Description	Quantity	U/M	Rate	Amount
Springbrook ES - Carpet & Walk Off - Materials Only				
SIN 31-301 Coin-op-ELITEFLEX CUSHION - Fan Boy Plus Overage	180.60	SY	29.04	5,244.62T
SIN 31-301 Rough Idea ELITEFLEX CUSHION - Mode Plus Overage	10.50	SY	40.21	422.21T
SIN 31-604 Health bond 2399 adhesive	2.00	EA	85.46	170.92T
SIN 31-604 Adhesive 3000 Seam Sealer	1.00	EA	14.05	14.05T
AB2398 Carpet Recovery	191.10	SY	0.35	66.89
Priced per CMAS #4-17-72-0057B				
Sales Tax			7.75%	453.51



*J.P. Baker*

APR - 7 2020

**IRVINE UNIFIED SCHOOL DISTRICT  
 MAINTENANCE & OPERATIONS**

	<b>Total</b>	<b>\$ 6,372.20</b>
	<b>Payments/Credits</b>	<b>\$ 0.00</b>
	<b>Balance Due</b>	<b>\$ 6,372.20</b>

Questions - Please call Kellie Baker at (714) 646-4380 or email at [Kellie.baker@theyagroup.com](mailto:Kellie.baker@theyagroup.com)

IRVINE UNIFIED SCHOOL DISTRICT

PURCHASE ORDER

PURCHASE ORDER NUMBER N41R0011

(THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPONDENCE)

ISSUED/PRINTED 02/19/20	BID/REQUISITION # N4100019	BUYER	CONTACT PHONE NUMBER	VENDOR # V4100099	VENDOR ACCT #/TERMS	REQUEST/END USE	SHIP VIA/FOB
03/03/20			DELIVERY HOURS	P: (714) 659-6476 F: (714) 586-5526	LMCKINNEY		

<b>FROM/BILL TO:</b> IRVINE CHILD CARE PROJECT 5050 BARRANCA PARKWAY IRVINE, CA 92604-4698	<b>TO: KYA SERVICES LLC</b> 1800 E MCFADDEN AVE SANTA ANA, CA 92705	<b>SHIP TO:</b> MAINTENANCE & OPERATIONS - IUSD 100 NIGHTMIST IRVINE, CA 92618
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ITEM NO	ITEM DESCRIPTION	QTY	UNIT	COST	EXTENSION
0001	SIN 31-301 COIN-OP ELITEFLEX CUSHION - FAN BOY PLUS OVERAGE	180.6	SY	29.04	5,244.62
0002	SIN 31-301 ROUGH IDEA ELITEFLEX CUSHION - MODE PLUS OVERAGE	10.5	SY	40.21	422.21
0003	SIN 31-604 HEALTH BOND 2399 ADHESIVE	2	EA	85.46	170.92
0004	SIN 31-604 ADHESIVE 3000 SEAM SEALER	1	EA	14.05	14.05
0005	AB2398 CARPET RECOVERY	191.1	SY	0.35	66.89
	SPRINGBROOK ICCP PORTABLES				
	PER PROPOSAL # 1-1-20053				
0006	: PURSUANT TO CMAS CONTRACT #4-17-72-0057B FOR FLOOR COVERING AND RELATED PRODUCTS WITH A TERM OF 12/8/17 THROUGH 9/24/22. GSA SCHEDULE# GS-03F-102GA WITH A TERM OF 2/24/16 THROUGH 9/24/22. IUSD BOARD APPROVED 1/23/18	1		0.00N	Charge
	**REPRINT TO ADD LINE 6 AND REMOVE TAX FROM LINE 5 PER L MCKINNEY 3/3/20**				
		APR - 7	2020		
		IRVINE UNIFIED SCHOOL DISTRICT			
		MAINTENANCE & OPERATIONS			

ACCOUNTS AND AMOUNTS

0100571085 6210 6,372.21

Subtotal: 5,918.69  
 Tax: 453.52  
 Discount:  
 Freight: 0.00  
 PO Total: 6,372.21

Authorized Signature



RECEIVING



## SCOPE OF WORK - PRICING

Spring 2001 ES Carpet & Walk Off - Materials Only

SIN 31-601 Core Guard ELITEFLEX CUSHION - Fan Boy Plus Overage

SIN 31-301 Rough Idea ELITEFLEX CUSHION - Mode Plus Overage

SIN 31-604 Health bond 2399 adhesive

SIN 31-604 Adhesive 3000 Seam Sealer

AB2398 Carpet Recovery

Sales Tax

Quantity	U/M	Price	Value
180.60	SY ✓	\$29.04 ✓	\$5,244.62 T ✓
10.50	SY ✓	\$40.21 ✓	\$422.21 T ✓
2.00	EA ✓	\$85.46 ✓	\$170.92 T ✓
1.00	EA ✓	\$14.05 ✓	\$14.05 T ✓
191.10	SY ✓	\$0.35 ✓	\$66.89 ✓
1.00	EA	\$453.51	\$453.51 ✓
Total Price			\$6,372.20 ✓

Initials \_\_\_\_\_

*This is a legal agreement - please read carefully  
Complete and initial all pages*

Proposal Number - 1-1-20053

## **ITEM 6**

## IRVINE CHILD CARE PROJECT

**TOPIC:** **DEPOSIT OF STATE GRANT APPORTIONMENT**

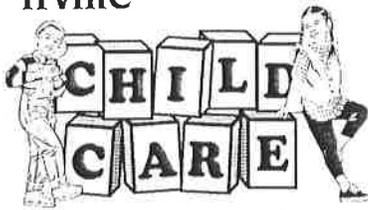
**DESCRIPTION:** The Irvine Child Care Project (ICCP) has received one check in the total amount of \$56,962.00 from the State Department of Education, Child Development Division.

- \$56,962.00 represents the 9th apportionment received for the FY 2019-20 State Grant

**RECOMMENDATION:** Authorize the deposit of grant funds from the State Department of Education into the appropriate account as follows:

\$ 13,528.00	01-005-50100-8290
\$ 6,219.00	01-005-50100-8290
\$ 37,215.00	01-005-50100-8590

Irvine



Project

---

BOARD  
ALAN BATTENFIELD, President  
ADAM BUCHANAN, Vice President  
IRA GLASKY, Clerk  
STEPHANIE BYNON, Member  
ANTHONY KUO, Member

May 11, 2020

To: Becky Myers

From: Traci Stubbler  
ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-9159

I have enclosed a check from the State of California to deposit as the 9th State Grant Apportionment, for FY 2019-20, in the amount \$56,962.00.

Please deposit into the following accounts:

9th Apportionment:

\$ 13,528.00	Grant CDD-deposit to account # 01-005-50100-8290
\$ 6,219.00	Grant CDD-deposit to account # 01-005-50100-8290
\$ 37,215.00	Grant CDD-deposit to account # 01-005-50100-8590

Submitted for your action.

Thank you for your help,

A handwritten signature in cursive script that reads 'Traci Stubbler'.

Traci Stubbler  
ICCP Administrator

IRVINE CHILD CARE PROJECT (Q553)

[Home](#) [Payments](#) [Payments by Agreement](#) [User Management](#)

As of 05/09/20 05:07

Payments » Invoice CD-20191002-Q5530

Warrant Amount: \$56,962

Status: Paid

Payment Date: 04/27/2020

Questions: CPARIS Support | [cparisupport@cde.ca.gov](mailto:cparisupport@cde.ca.gov) | 916-322-8332

Agreement Number	PCA	Amount
<u>CCTR9159</u>	13609	\$13,528
<u>CCTR9159</u>	15136	\$6,219
<u>CCTR9159</u>	23254	\$37,215



# STATE OF CALIFORNIA 64-128531

WARRANT NUMBER

H THE TREASURER OF THE STATE WILL PAY OUT OF THE IDENTIFICATION NO.

FUND NO. 8087

FUND NAME FISCAL CONSOLIDATED PMT

0000052269

0000

MO. DAY YR. 04 27 2020

90-1342/1211

64128531

DOLLARS	CENTS
\$***56962.00	

TO 128531

--- IRVINE CHILD CARE PROJECT  
 ONE CIVIC CNTR PLAZA  
 PO BOX 19575  
 IRVINE CA 92623-9575

*Betty T. Yee*  
 BETTY T. YEE  
 CALIFORNIA STATE CONTROLLER



FORM CD-456 (REV) CONTROL FERS WARRANT

⑆1211134231⑆ 641285316⑈

DETACH ON DOTTED LINE  
KEEP THIS PORTION FOR YOUR RECORDS

64-128531

ISSUE DATE: 04/27/2020  
 DEPARTMENT OF EDUCATION  
 CALIFORNIA DEPARTMENT OF EDUCATION ACCOUNTING OFFICE 1430 N ST  
 SACRAMENTO CA 95814  
 FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT 916/3235577

VENDOR NAME	VENDOR ID
IRVINE CHILD CARE PROJECT	0000052269

VOUCHER ID	INVOICE ID	PO ID
00165548	CD-20191002-Q5530	0000015233

AMOUNT PAID  
 \$56962.00

PAYMENT MESSAGE  
 CHILD DEVELOPMENT FISCAL ANALYST: E. RODRIGUEZ 916-322-5090

ADDITIONAL PAYMENT MESSAGE

## **ITEM 7**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT BEACON PARK K-8 SCHOOL CAMPUS**

**DESCRIPTION:** In order for ICCP to provide on-site child care to Beacon Park families at this location, an agreement must be in place to utilize IUSD permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by the Irvine Unified School District (IUSD), outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2020 through June 30, 2021 is attached for the Board's approval.

The MOU was presented to the IUSD Board for approval and signature at the May 26, 2020 IUSD board meeting.

**RECOMMENDATION:** Authorize Board President Adam Buchanan to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2020 through June 30, 2021.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2020 (“Effective Date”), by and between the Irvine Unified School District (“IUSD”) and the Irvine Child Care Project, a California Joint Powers Authority (“ICCP”) (collectively the “Parties”).

This MOU sets forth the terms and understanding between the Parties regarding the utilization of a permanent building by ICCP at the Beacon Park School campus.

### **SECTION 1 - LOCATION**

The Beacon Park School is a K-8 school campus located at 200 Cultivate, Irvine, California, 92618 (“Campus”).

### **SECTION 2 – LICENSE TO USE FACILITIES**

IUSD grants a non-exclusive license to ICCP to use three permanently constructed classrooms including student restrooms, one dedicated staff restroom and one dedicated storage room. The rooms in the building are labeled Childcare Room 1, Childcare Room 2, and Childcare Room 3. ICCP shall also have access to one set of additional restrooms during non-school hours (after school and school holidays). These facilities shall be collectively referred to as the “Facilities,” and are depicted in Exhibit “A,” attached hereto and incorporated by this reference. ICCP shall not assign this MOU.

### **SECTION 3 - TERM**

The term of this MOU shall be for one (1) year from the Effective Date (“Term”), unless mutually extended in writing by both Parties. Either Party may terminate this MOU upon thirty (30) days’ advance written notice, with or without cause. ICCP shall vacate the Facilities upon termination of the MOU and shall leave the Facilities in the same condition as originally accepted except for reasonable wear and tear. ICCP shall be responsible for the removal of all furniture, equipment, and other property owned by ICCP and the ICCP Provider pursuant to Section 9.

### **SECTION 4 - COMPENSATION**

Neither Party will receive compensation during the term of this MOU except for reimbursement costs pursuant to Section 5 and usage fees pursuant to Section 9.

### **SECTION 5 - RESPONSIBILITIES OF THE PARTIES**

a. Use. ICCP shall have the right to utilize the Facilities during the effective period of this MOU. ICCP shall be permitted to use the building for the exclusive purpose of providing childcare and for no other purpose except for those activities approved, in advance, by IUSD (“Program”). ICCP shall be permitted non-exclusive use of the Campus (i.e., restrooms, parking lot, playground, field area, etc.,) within the immediate vicinity of the building from 6:30 a.m. to 6:30 p.m. hours of operation, Monday-Friday. Use of the Facilities by ICCP at any time other than those specifically set forth above is at the sole discretion of IUSD. ICCP shall ensure that the ICCP Provider shall comply with the terms of this MOU.

b. Custodial Services. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion

of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

c. Alterations. ICCP shall not alter or modify the exterior or interior of the Facilities without the prior written consent of IUSD. This includes alterations or modifications of the Facilities' walls, ceilings, floors, electrical, HVAC, doors and windows. ICCP shall not erect or place any structure, shed, or storage unit outside the building and on the Campus without the prior written consent of IUSD.

d. Maintenance. At its sole discretion, IUSD may provide internal and external maintenance of the Facilities pursuant to the annual schedule developed by the IUSD Maintenance & Operations Department. IUSD shall be reimbursed for such maintenance within thirty (30) days of invoice by IUSD. Any repairs or replacement of equipment due to ICCP's negligence or misconduct will be the sole financial responsibility of ICCP. IUSD shall promptly remit to ICCP an invoice for any repairs or equipment replacement due to ICCP's negligence or misconduct. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. ICCP requests for building repairs shall be directed to the IUSD Maintenance & Operations Department.

e. Utilities. ICCP shall be responsible for payment of all utilities associated with operation of the Facilities. IUSD shall be reimbursed for such utility payments within thirty (30) days of invoice by IUSD.

f. Program Materials, Furnishings and Equipment. ICCP shall provide all materials, furnishings and equipment to be used for its Program. ICCP is responsible for all costs associated with its Program.

g. Program Supervision and Security. ICCP shall provide all necessary supervision of its employees, students and the ICCP Provider while using the Facilities. ICCP is solely responsible for the safety and security of its employees, students and the ICCP Provider at all times.

## **SECTION 6 - HOLD HARMLESS**

ICCP shall save, defend, hold harmless and indemnify IUSD, its trustees, officers, employees and agents from and against any and all demands, actions, losses causes of action, suits, damages, liabilities, claims, whether or not suit is actually filed, and for injury, death, loss or damage to any person or property arising from or occurring in connection with or in any way incident to ICCP's, including its administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns and ICCP Provider, use or occupancy of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by ICCP in or about the Facilities. This section shall survive the termination of the MOU.

## **SECTION 7 - INSURANCE**

ICCP and the ICCP Provider pursuant to Section 9, shall not utilize the Facilities under this MOU until the insurance requirements outlined in this MOU and in the Irvine Child Care Project Agreement for Use of Facilities ("Childcare Agreement") attached hereto as Exhibit "B," have been satisfied. ICCP and the ICCP Provider shall procure and shall maintain at their own expense the

necessary insurance policies set forth below during the life of this MOU as primary policies. The policies shall not be amended or modified and the coverage amounts shall not be reduced without IUSD's prior written consent. ICCP and the ICCP Provider shall name the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policies and shall provide IUSD thirty (30) days written notice prior to cancellation.

- A. Commercial General Liability Insurance for bodily injury and property damage, including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
- B. Workers' Compensation Insurance with coverage limits in accordance with California law.

**SECTION 8 - ICCP NOT EMPLOYEE OF IUSD**

While engaged in carrying out the terms and conditions of this MOU, all persons employed by ICCP are employees of ICCP and no ICCP employee shall be considered as an employee of IUSD under the jurisdiction of IUSD. ICCP shall have no authority to contract on behalf of IUSD.

**SECTION 9 - OCCUPANCY**

IUSD agrees to allow ICCP to collect a monthly usage fee and any other fees as outlined in Childcare Agreement between ICCP and ICCP's selected provider, Rainbow Rising ("ICCP Provider"), who will occupy the building during the duration of the MOU. However, failure to obtain any fees from the ICCP Provider shall not excuse ICCP from any payments due to IUSD.

**SECTION 10 - ICCP EMPLOYEES**

ICCP and ICCP Provider shall, at all times, enforce strict discipline and good order among its employees and the ICCP Provider, and all others in attendance and shall not employ any unfit person in connection with this MOU. ICCP employees, ICCP Provider's employees, volunteers, invitees, and all others in attendance shall comply with all rules and regulations applicable to school sites and any IUSD policies.

**SECTION 11 - ANTI-DISCRIMINATION**

It is the policy of the Irvine Unified School District Board of Education that in connection with all MOUs, contracts, and agreements that there be no discrimination against any employee because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore ICCP agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

**SECTION 12 - COMPLIANCE WITH APPLICABLE LAW**

As required under the State of California Community Care Licensing Title 22 Guidelines, Section 101170, individuals, entities and companies must secure from an appropriate law enforcement agency a criminal record if employment puts them in contact with children. ICCP shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation IUSD, having jurisdiction over the Facilities. ICCP shall be responsible for obtaining and

maintaining throughout the Term of the MOU all permits, licenses and approvals from any local, state or federal agency necessary for the Program and/or use of the Facilities. ICCP shall comply with requirements of state law regarding health screening, fingerprinting and background checks, as applicable.

**SECTION 13 - GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of California, with venue in Orange County, California. The Parties expressly understand and agree that this MOU constitutes a non-exclusive license for use of the Facilities. This MOU is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property.

**SECTION 14 - NO ORAL MODIFICATION**

Any waiver, amendment, modification, consent or acquiescence with respect to this MOU shall be set forth in writing and duly executed by both Parties.

**SECTION 15- NOTICE**

Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows: Irvine Unified School District, Attn: Assistant Superintendent of Business Services, 5050 Barranca Parkway, Irvine, CA 92604, 949.936.5305 and Irvine Child Care Project, Attn: ICCP Administrator, 14341 Yale Avenue, Irvine, CA, 92604, 949.724.6635.

**IRVINE UNIFIED SCHOOL DISTRICT**

**IRVINE CHILD CARE PROJECT**

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

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

By: \_\_\_\_\_  
John Fogarty  
Assistant Superintendent, Business Services

By: \_\_\_\_\_  
Adam Buchanan  
President, Irvine Child Care Project

IUSD Board Approved: \_\_\_\_\_

ICCP Board Approved: \_\_\_\_\_



# Exhibit “B”

## IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

**SITE:** Beacon Park School

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2020 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

The parties to this **AGREEMENT** desire to establish the conditions, operational responsibility and liability for effective use of facilities more fully described below, located at 200 Cultivate, Irvine, CA 92618 (hereinafter “school site”), for a child care program operated by Lessee.

The ICCP has the authority granted to it by IRVINE UNIFIED SCHOOL DISTRICT, (hereinafter “IUSD”), to make facilities available at school sites for use by operators of child care programs, subject to compliance with Program Standards established by the ICCP and IUSD, and other terms and conditions. The ICCP desires to make a permanent classroom or classrooms available to Lessee, and Lessee desires to obtain the use of such permanent classroom(s) from the ICCP.

### **THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:**

#### **I. RESPONSIBILITIES OF THE PARTIES**

- (A) Lessee shall be permitted to use the below-described permanent classroom(s) at the school site on the days and during the hours of operation generally described below:

**PROVIDED**, however, that Lessee shall submit a schedule of specific dates and hours of operation (determined from the IUSD calendar) to the ICCP, in writing, prior to the effective date of this Agreement. The dates and hours shall not exceed the General Hours of Operation and General Days of Operation described herein without the specific written approval of the school site principal and the ICCP and is attached hereto as Exhibit A.

#### **GENERAL HOURS OF OPERATION (Monday-Friday):**

- |                     |   |
|---------------------|---|
| 1. Before School    | 6:30 a.m.   |
| 2. After School     | 6:30 p.m.   |
| 3. During School    | As necessary to provide care for a.m./p.m. Kindergarten students. |
| 4. School Holidays  | 6:30 a.m. through 6:30 p.m.                                       |
| 5. School Vacations | 6:30 a.m. through 6:30 p.m.                                       |

# Exhibit “B”

## GENERAL DAYS OF OPERATION (Monday-Friday)

1. Before, After, During School (hours outlined above) on School Days; and
2. School Holidays (hours outlined above) - All official IUSD School Holidays **except** the following:
  - Thanksgiving, and the day after
  - Christmas Eve, and Christmas Day
  - New Year’s Eve, and New Year’s Day
  - Martin Luther King Jr. Day
  - President’s Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran’s Day
  - and
3. School Vacations:

Summer - Beginning on the third business day after the last day of the IUSD School Year and continuing through the fourth business day before the first day of school as designated by IUSD.

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing as designated by IUSD.

### **(B)** Programs Standards Compliance

1. The Child Care Program operated by Lessee at the school site shall comply with standards and procedures set forth in the ICCP Quality Assessment Handbook, a copy of which Lessee has received.
2. On an annual basis, a written recommendation will be provided to the ICCP Board regarding lease renewal based on the operation and compliance with the ICCP Quality Assessment Criteria. Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process have been resolved.
3. If Lessee fails to correct the deficiencies by the date provided in writing, a 30-day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP’s Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

If the Lessee does not comply with the 30-day corrective action plan, staff will recommend to ICCP Board further action to be taken. The Lessee will be

## Exhibit "B"

notified in advance of the ICCP Board meeting where recommendations will be addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria, notice shall be served of cancellation of the lessee's Agreement for Use of Facilities with the ICCP and demand to vacate ICCP property no later than sixty (60) days from the date of the ICCP Board meeting.

Nothing in this process shall preclude the ICCP from immediately terminating a provider's Agreement for Use of Facilities due to unsafe or dangerous conditions.

4. Lessee shall provide a list of names, addresses and phone numbers of families and children served in its program to the ICCP upon request.

(C) The Lessee's use of the school site includes the following:

1. Non-exclusive usage of the playgrounds, and other outdoor areas.
2. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.) within the immediate vicinity of the facility during 6:30 a.m. to 6:30 p.m. hours of operation.
3. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
4. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD/ICCP.

(D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program's compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:

- Unusual Incident/Injury Reports;
- Complaint Investigation Reports;
- Facility Evaluation Reports;
- Compliance Conference Summaries;
- Requests to Alter Capacity; and
- Change Director Designation and/or other license status changes.

(E) Lessee shall operate in accord with all Local, County, State and Federal requirements for the licensing and operation of children's day care facilities and the provision of transportation services.

## Exhibit “B”

- (F) In addition to the requirements of (E) above, Lessee shall meet the following requirements when providing transportation:
1. Vehicles shall be California Highway Patrol approved.
  2. All drivers shall be 18 years of age or older.
  3. All drivers shall possess valid Class B driver’s license.
  4. All vehicles shall be equipped with seat belts (excluding buses), first aid kits, fire extinguishers and reflector kits.
  5. All vehicles shall be insured per item V. (C) 3.
- (G) Lessee shall provide staff who shall be on-site and supervise all activities during the use of school site by Lessee and who meet California Administrative Code, Division Six, Title XII qualifications and Title V qualifications, when applicable.
- (H) Lessee shall agree to use the permanent classroom(s) and the school site for the exclusive purpose of providing child care and for no other purpose, intent, program, activity or event except for those associated with Lessee.
- (I) The ICCP agrees to provide only the following at the school site:
1. Use of specified number of classrooms, as outlined in Table II. B. 1, during specified hours of operation.
  2. Restrooms: The ICCP will provide the Lessee with access to school restrooms, at the locations and in the number determined by IUSD Maintenance and Operations, in writing, to the Lessee.
  3. Exterior Lighting: ICCP will provide exterior lighting, in its sole discretion.
  4. Custodial Services: ICCP will provide custodial services and supplies as adopted in its annual budget. Lessee shall provide any additional custodial service necessary to maintain the permanent classroom(s), as a result of Lessee’s use. Should ICCP determine, in its sole discretion, that additional custodial services are necessary due to Lessee’s use, ICCP may provide such services if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.
  5. Maintenance and Rehabilitation Costs: The ICCP will provide internal and external maintenance and rehabilitation of the permanently constructed classroom(s). All such ICCP maintenance and rehabilitation shall be conducted pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at

## Exhibit “B”

Lessee’s sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee’s use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.

- 6. ICCP shall not be obligated to repair, and Lessee shall repair to ICCP’s satisfaction, all damages caused or resulting from the negligent acts or omissions of Lessee, reasonable wear and tear and age-related breakdown excepted.

**(J)** Notice of Possessory Interest

The terms of this Agreement may result in the creation of a possessory interest in Lessee. If such possessory interest is vested in a private party to this Agreement, the private party may be subject to the payment of property taxes levied on such interest.

**(K)** Agreement Mere License

This agreement constitutes a mere license to use the permanently constructed classroom or classrooms, as set forth in Exhibit A hereto.

**II. USE OF FACILITIES FEES**

- (A)** Lessee agrees to pay the ICCP per the minimum amount outlined in Table II. B. 1, per month, per classroom, for use of the facilities at the school site. The total monthly payment due is per Table II B. 1.
- (B)** Lessee also agrees that the total annual amount paid to the ICCP shall be at least per Table II. B. 1, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase from the 2019-20 rates			

# Exhibit "B"

## III. METHOD OF PAYMENT

- (A) Lessee shall remit license fees to the ICCP on a monthly basis. On or before the final monthly payment becomes due and payable for each license year, Lessee shall remit any additional sum necessary to raise the total annual payment to the amount provided in Section II. (B) above. Payment is due on or before the first (1<sup>st</sup>) day of each month and received no later than the fifteenth (15<sup>th</sup>) day of that month for the use of the permanently constructed classroom(s) in operation of the Lessee's child care program. Checks shall be payable and remitted to:

ATTENTION: TREASURER  
Irvine Child Care Project  
5050 Barranca Parkway  
Irvine, CA 92604

## IV. TERM

- (A) Lessee and the ICCP agree that the term of this agreement shall be for one (1) year, unless terminated as provided in Section IV. (C).
- (B) This Agreement may be terminated without cause by the ICCP or Lessee by giving not less than sixty (60) days written notice to the other party.
- (C) Upon voluntary or involuntary termination of the program, costs incurred may be jointly shared as determined by an ICCP representative, an IUSD representative, and the agency provider.

## V. LEGAL RESPONSIBILITIES

- (A) Lessee shall keep fully informed of State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those employed by Lessee or in any way affect operation of the program which Lessee operates by reason of this Agreement.

Lessee shall at all times observe and comply with all laws, ordinances and regulations and shall be responsible for compliance with all laws, ordinances and regulations.

- (B) Lessee agrees that in the operation of the child care program permitted by the terms of this Agreement, there shall be no discrimination in the provision of such services, or the employment of persons on the basis of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore Lessee agrees to comply with the

## Exhibit "B"

applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

Violation of the laws prohibiting discrimination will subject Lessee to all of the penalties imposed by law.

(C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.

1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

2. Commercial General Liability Insurance for bodily injury, property damage, and automobile liability including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
  - a) Be issued by an insurance company which is admitted to do business in the State of California.
  - b) Name and list the Irvine Child Care Project and the City of Irvine, their officers and employees as additional insured.

Name separately the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policy.

- c) Specify that it is the primary coverage for such insured's risks.
- d) Contain a clause substantially in the following words:

"It is hereby agreed that this policy may not be cancelled nor materially changed except upon thirty (30) days prior written notice to the ICCP and

## Exhibit "B"

IUSD of such cancellation or material change as evidenced by a return receipt for a registered letter addressed to the ICCP and IUSD."

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
3. Verification of auto liability must be provided as follows:
  - Bodily Injury \$100,000/300,000 per accident
  - Property Damage \$50,000 per accident
  - Medical Payments \$5,000 per accident
  - Un/under insured \$100,000/300,000 per accident
4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.

### (D) Release, Indemnity and Insurance

1. Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.
2. Non-Liability of the ICCP. Lessee acknowledges that no ICCP Releasees shall be liable for any of the Claims.
3. Indemnification by Lessee. Lessee shall indemnify each and all of the ICCP Releasees against, and hold and save them and each of them harmless from, any

## Exhibit "B"

and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with any of the Claims, whether or not there is concurrent negligence on the part of any ICCP Releasees; but Lessee shall not be required to indemnify, defend or hold harmless any ICCP Releasees from any Claim which arises from the sole negligence or willful misconduct of an ICCP Releasee in connection therewith:

- 3.1 Lessee shall defend any action or actions filed in connection with any of such Claims, and shall pay all costs and expenses, including attorney's fees, incurred in connection therewith.
  - 3.2 Lessee shall promptly pay any judgment rendered against Lessee or any ICCP Releasees covering any such Claim, and Lessee shall save and hold each and all of the ICCP Releasees harmless there from.
  - 3.3 In the event any ICCP Releasee is made a party to any action or proceeding filed or prosecuted against Lessee for any Claim, Lessee shall pay to the ICCP any and all costs and expenses incurred by any ICCP Releasees in such action or proceeding, together with reasonable attorney's fees
- (E) In the event the ICCP Releasees, or any of them, shall become a party in an arbitration proceeding, either voluntarily or involuntarily with regard to the subject of this Agreement for which indemnification may be required of Lessee pursuant to paragraphs (D) above, Lessee shall, upon receipt of written notice from Indemnitees, or any of them, become a party to such arbitration proceeding for all purposes, unless this provision is waived in writing by the Releasees, or any of them so affected.
- (F) In the event Lessee subcontracts or assigns any portion of the Lessee's right of duties under this Agreement, Lessee shall require its subcontractor or assignee to comply with the terms of this Section V, in the same manner as required of Lessee.
- (G) Lessee specifically covenants and agrees that, as a condition of ICCP allowing Lessee to leave personal property and equipment in the permanent classroom(s) during such times and on those days when the Lessee is not licensed to use such premises, the Indemnification provisions herein will apply to, inter alia, such personal property and equipment.

### VI. NOTICES

Any notices required to be given hereunder shall be in writing with copies as directed herein and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States mail, certified and postage prepaid, addressed to the party to be served as follows:

## **Exhibit “B”**

**TO ICCP:**                   **Attention: Treasurer**  
**Irvine Child Care Project**  
**5050 Barranca Parkway**  
**Irvine, CA 92604**

**TO LESSEE:**               **Rick Porter**  
**Rainbow Rising Child Development Center**  
**2154 Monterey Blvd. #B**  
**Hermosa Beach, CA 90254**

### **VII. ATTORNEY’S FEES**

If any action at law or in equity, including an action in declaratory relief, is brought to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the Court in such litigation, or in a separate suit, shall award the prevailing party in any suit, reasonable costs and expenses, including attorney’s fees. In awarding attorney’s fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney’s fees paid or incurred in good faith, in addition to any other relief to which that party may be entitled.

### **VIII. ASSIGNMENT: SUBCONTRACTORS**

No assignment of any duty or obligation of performance shall be made in whole or in part by Lessee without the prior written consent of the ICCP. Any such subcontract or assignment without such consent shall be void and shall, at the option of the ICCP, terminate this Agreement. The ICCP may employ additional consultants as it deems necessary to work with Lessee any time during the term of this contract.

### **IX. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

# Exhibit "B"

## X. EXTENT OF AGREEMENT

This Agreement represents the entire integrated Agreement between the ICCP and Lessee and supersedes all prior negotiations, representatives or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ICCP and Lessee.

### IRVINE CHILD CARE PROJECT

### LESSEE

Rainbow Rising Child Development Center

By: \_\_\_\_\_  
President, Irvine Child Care Project

By: \_\_\_\_\_  
Rick Porter

DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_  
President of Board

### MAILING ADDRESS:

Rainbow Rising Child Development Center  
2154 Monterey Blvd., #B  
Hermosa Beach, CA 90254

PHONE: \_\_\_\_\_  
(310) 379-4912

EMAIL: \_\_\_\_\_  
rainbowriver@rainbowrising.org

**SITE:** Beacon Park School  
200 Cultivate, Irvine, CA 92618

# Exhibit "B"

## EXHIBIT A

### Schedule of Dates and Hours of Operation

2020-21 School Year

Provider: Rainbow Rising Site: Beacon Park School

Days per Week Facility is Open: M-F Hours: 7:00 a.m. – 6:00 p.m.

Circle the days the program will not be open:

#### 2020

##### JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

##### AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

##### SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

##### OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

##### NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

##### DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### 2021

##### JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

##### FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

##### MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

##### APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

##### MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

##### JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

# Exhibit "B"

## EXHIBIT B

### Workers' Compensation Insurance Coverage Certification

Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

#### LESSEE

Rainbow Rising Child Development Center  
2154 Monterey Blvd., #B  
Hermosa Beach, CA 90254

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

\_\_\_\_\_ Date

Name:       Rick Porter      

Title:       President of Board      

**SITE:** Beacon Park School

200 Cultivate, Irvine, CA 92618

## **ITEM 8**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT CADENCE PARK K-8 SCHOOL CAMPUS**

**DESCRIPTION:** In order for ICCP to provide on-site child care to Cadence Park families at this location, an agreement must be in place to utilize IUSD permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by the Irvine Unified School District (IUSD), outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2020 through June 30, 2021 is attached for the Board's approval.

The MOU was presented to the IUSD Board for approval and signature at the May 26, 2020 IUSD board meeting.

**RECOMMENDATION:** Authorize Board President Adam Buchanan to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2020 through June 30, 2021.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2020 (“Effective Date”), by and between the Irvine Unified School District (“IUSD”) and the Irvine Child Care Project, a California Joint Powers Authority (“ICCP”) (collectively the “Parties”).

This MOU sets forth the terms and understanding between the Parties regarding the utilization of a permanent building by ICCP at the Cadence Park School campus.

### **SECTION 1 - LOCATION**

The Cadence Park School is a K-8 school campus located at 750 Benchmark, Irvine, California, 92618 (“Campus”).

### **SECTION 2 – LICENSE TO USE FACILITIES**

IUSD grants a non-exclusive license to ICCP to use three permanently constructed classrooms including student restrooms, one dedicated staff restroom and one dedicated storage room. The rooms in the building are labeled Childcare Room 1, Childcare Room 2, and Childcare Room 3. ICCP shall also have access to one set of additional restrooms during non-school hours (after school and school holidays). These facilities shall be collectively referred to as the “Facilities,” and are depicted in Exhibit “A,” attached hereto and incorporated by this reference. ICCP shall not assign this MOU.

### **SECTION 3 - TERM**

The term of this MOU shall be for one (1) year from the Effective Date (“Term”), unless mutually extended in writing by both Parties. Either Party may terminate this MOU upon thirty (30) days’ advance written notice, with or without cause. ICCP shall vacate the Facilities upon termination of the MOU and shall leave the Facilities in the same condition as originally accepted except for reasonable wear and tear. ICCP shall be responsible for the removal of all furniture, equipment, and other property owned by ICCP and the ICCP Provider pursuant to Section 9.

### **SECTION 4 - COMPENSATION**

Neither Party will receive compensation during the term of this MOU except for reimbursement costs pursuant to Section 5 and usage fees pursuant to Section 9.

### **SECTION 5 - RESPONSIBILITIES OF THE PARTIES**

a. Use. ICCP shall have the right to utilize the Facilities during the effective period of this MOU. ICCP shall be permitted to use the building for the exclusive purpose of providing childcare and for no other purpose except for those activities approved, in advance, by IUSD (“Program”). ICCP shall be permitted non-exclusive use of the Campus (i.e., restrooms, parking lot, playground, field area, etc.,) within the immediate vicinity of the building from 6:30 a.m. to 6:30 p.m. hours of operation, Monday-Friday. Use of the Facilities by ICCP at any time other than those specifically set forth above is at the sole discretion of IUSD. ICCP shall ensure that the ICCP Provider shall comply with the terms of this MOU.

b. Custodial Services. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion

of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

c. Alterations. ICCP shall not alter or modify the exterior or interior of the Facilities without the prior written consent of IUSD. This includes alterations or modifications of the Facilities' walls, ceilings, floors, electrical, HVAC, doors and windows. ICCP shall not erect or place any structure, shed, or storage unit outside the building and on the Campus without the prior written consent of IUSD.

d. Maintenance. At its sole discretion, IUSD may provide internal and external maintenance of the Facilities pursuant to the annual schedule developed by the IUSD Maintenance & Operations Department. IUSD shall be reimbursed for such maintenance within thirty (30) days of invoice by IUSD. Any repairs or replacement of equipment due to ICCP's negligence or misconduct will be the sole financial responsibility of ICCP. IUSD shall promptly remit to ICCP an invoice for any repairs or equipment replacement due to ICCP's negligence or misconduct. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. ICCP requests for building repairs shall be directed to the IUSD Maintenance & Operations Department.

e. Utilities. ICCP shall be responsible for payment of all utilities associated with operation of the Facilities. IUSD shall be reimbursed for such utility payments within thirty (30) days of invoice by IUSD.

f. Program Materials, Furnishings and Equipment. ICCP shall provide all materials, furnishings and equipment to be used for its Program. ICCP is responsible for all costs associated with its Program.

g. Program Supervision and Security. ICCP shall provide all necessary supervision of its employees, students and the ICCP Provider while using the Facilities. ICCP is solely responsible for the safety and security of its employees, students and the ICCP Provider at all times.

## **SECTION 6 - HOLD HARMLESS**

ICCP shall save, defend, hold harmless and indemnify IUSD, its trustees, officers, employees and agents from and against any and all demands, actions, losses causes of action, suits, damages, liabilities, claims, whether or not suit is actually filed, and for injury, death, loss or damage to any person or property arising from or occurring in connection with or in any way incident to ICCP's, including its administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns and ICCP Provider, use or occupancy of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by ICCP in or about the Facilities. This section shall survive the termination of the MOU.

## **SECTION 7 - INSURANCE**

ICCP and the ICCP Provider pursuant to Section 9, shall not utilize the Facilities under this MOU until the insurance requirements outlined in this MOU and in the Irvine Child Care Project Agreement for Use of Facilities ("Childcare Agreement") attached hereto as Exhibit "B," have been satisfied. ICCP and the ICCP Provider shall procure and shall maintain at their own expense the

necessary insurance policies set forth below during the life of this MOU as primary policies. The policies shall not be amended or modified and the coverage amounts shall not be reduced without IUSD's prior written consent. ICCP and the ICCP Provider shall name the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policies and shall provide IUSD thirty (30) days written notice prior to cancellation.

- A. Commercial General Liability Insurance for bodily injury and property damage, including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
- B. Workers' Compensation Insurance with coverage limits in accordance with California law.

**SECTION 8 - ICCP NOT EMPLOYEE OF IUSD**

While engaged in carrying out the terms and conditions of this MOU, all persons employed by ICCP are employees of ICCP and no ICCP employee shall be considered as an employee of IUSD under the jurisdiction of IUSD. ICCP shall have no authority to contract on behalf of IUSD.

**SECTION 9 - OCCUPANCY**

IUSD agrees to allow ICCP to collect a monthly usage fee and any other fees as outlined in Childcare Agreement between ICCP and ICCP's selected provider, Rainbow Rising ("ICCP Provider"), who will occupy the building during the duration of the MOU. However, failure to obtain any fees from the ICCP Provider shall not excuse ICCP from any payments due to IUSD.

**SECTION 10 - ICCP EMPLOYEES**

ICCP and ICCP Provider shall, at all times, enforce strict discipline and good order among its employees and the ICCP Provider, and all others in attendance and shall not employ any unfit person in connection with this MOU. ICCP employees, ICCP Provider's employees, volunteers, invitees, and all others in attendance shall comply with all rules and regulations applicable to school sites and any IUSD policies.

**SECTION 11 - ANTI-DISCRIMINATION**

It is the policy of the Irvine Unified School District Board of Education that in connection with all MOUs, contracts, and agreements that there be no discrimination against any employee because of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore ICCP agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

**SECTION 12 - COMPLIANCE WITH APPLICABLE LAW**

As required under the State of California Community Care Licensing Title 22 Guidelines, Section 101170, individuals, entities and companies must secure from an appropriate law enforcement agency a criminal record if employment puts them in contact with children. ICCP shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency, including without limitation IUSD, having jurisdiction over the Facilities. ICCP shall be responsible for obtaining and

maintaining throughout the Term of the MOU all permits, licenses and approvals from any local, state or federal agency necessary for the Program and/or use of the Facilities. ICCP shall comply with requirements of state law regarding health screening, fingerprinting and background checks, as applicable.

**SECTION 13 - GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the State of California, with venue in Orange County, California. The Parties expressly understand and agree that this MOU constitutes a non-exclusive license for use of the Facilities. This MOU is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property.

**SECTION 14 - NO ORAL MODIFICATION**

Any waiver, amendment, modification, consent or acquiescence with respect to this MOU shall be set forth in writing and duly executed by both Parties.

**SECTION 15- NOTICE**

Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows: Irvine Unified School District, Attn: Assistant Superintendent of Business Services, 5050 Barranca Parkway, Irvine, CA 92604, 949.936.5305 and Irvine Child Care Project, Attn: ICCP Administrator, 14341 Yale Avenue, Irvine, CA, 92604, 949.724.6635.

**IRVINE UNIFIED SCHOOL DISTRICT**

**IRVINE CHILD CARE PROJECT**

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

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

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

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

John Fogarty  
Assistant Superintendent, Business Services

Adam Buchanan  
President, Irvine Child Care Project

IUSD Board Approved: \_\_\_\_\_

ICCP Board Approved: \_\_\_\_\_



# Exhibit “B”

## IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

**SITE:** Cadence Park School

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2020 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

The parties to this **AGREEMENT** desire to establish the conditions, operational responsibility and liability for effective use of facilities more fully described below, located at 750 Benchmark, Irvine, CA 92618 (hereinafter “school site”), for a child care program operated by Lessee.

The ICCP has the authority granted to it by IRVINE UNIFIED SCHOOL DISTRICT, (hereinafter “IUSD”), to make facilities available at school sites for use by operators of child care programs, subject to compliance with Program Standards established by the ICCP and IUSD, and other terms and conditions. The ICCP desires to make a permanent classroom or classrooms available to Lessee, and Lessee desires to obtain the use of such permanent classroom(s) from the ICCP.

### **THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:**

#### **I. RESPONSIBILITIES OF THE PARTIES**

- (A) Lessee shall be permitted to use the below-described permanent classroom(s) at the school site on the days and during the hours of operation generally described below:

**PROVIDED**, however, that Lessee shall submit a schedule of specific dates and hours of operation (determined from the IUSD calendar) to the ICCP, in writing, prior to the effective date of this Agreement. The dates and hours shall not exceed the General Hours of Operation and General Days of Operation described herein without the specific written approval of the school site principal and the ICCP and is attached hereto as Exhibit A.

#### **GENERAL HOURS OF OPERATION (Monday-Friday):**

- |                     |   |
|---------------------|---|
| 1. Before School    | 6:30 a.m.   |
| 2. After School     | 6:30 p.m.   |
| 3. During School    | As necessary to provide care for a.m./p.m. Kindergarten students. |
| 4. School Holidays  | 6:30 a.m. through 6:30 p.m.                                       |
| 5. School Vacations | 6:30 a.m. through 6:30 p.m.                                       |

# Exhibit "B"

## GENERAL DAYS OF OPERATION (Monday-Friday)

1. Before, After, During School (hours outlined above) on School Days; and
2. School Holidays (hours outlined above) - All official IUSD School Holidays **except** the following:
  - Thanksgiving, and the day after
  - Christmas Eve, and Christmas Day
  - New Year's Eve, and New Year's Day
  - Martin Luther King Jr. Day
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - and

3. School Vacations:

Summer - Beginning on the third business day after the last day of the IUSD School Year and continuing through the fourth business day before the first day of school as designated by IUSD.

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing as designated by IUSD.

### **(B)** Programs Standards Compliance

1. The Child Care Program operated by Lessee at the school site shall comply with standards and procedures set forth in the ICCP Quality Assessment Handbook, a copy of which Lessee has received.
2. On an annual basis, a written recommendation will be provided to the ICCP Board regarding lease renewal based on the operation and compliance with the ICCP Quality Assessment Criteria. Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process have been resolved.
3. If Lessee fails to correct the deficiencies by the date provided in writing, a 30-day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP's Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

If the Lessee does not comply with the 30-day corrective action plan, staff will recommend to ICCP Board further action to be taken. The Lessee will be notified in advance of the ICCP Board meeting where recommendations will be

## Exhibit “B”

addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria, notice shall be served of cancellation of the lessee’s Agreement for Use of Facilities with the ICCP and demand to vacate ICCP property no later than sixty (60) days from the date of the ICCP Board meeting.

Nothing in this process shall preclude the ICCP from immediately terminating a provider’s Agreement for Use of Facilities due to unsafe or dangerous conditions.

4. Lessee shall provide a list of names, addresses and phone numbers of families and children served in its program to the ICCP upon request.

(C) The Lessee’s use of the school site includes the following:

1. Non-exclusive usage of the playgrounds, and other outdoor areas.
2. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.) within the immediate vicinity of the facility during 6:30 a.m. to 6:30 p.m. hours of operation.
3. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
4. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD/ICCP.

(D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program’s compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:

- Unusual Incident/Injury Reports;
- Complaint Investigation Reports;
- Facility Evaluation Reports;
- Compliance Conference Summaries;
- Requests to Alter Capacity; and
- Change Director Designation and/or other license status changes.

(E) Lessee shall operate in accord with all Local, County, State and Federal requirements for the licensing and operation of children’s day care facilities and the provision of transportation services.

## **Exhibit “B”**

- (F)** In addition to the requirements of (E) above, Lessee shall meet the following requirements when providing transportation:
1. Vehicles shall be California Highway Patrol approved.
  2. All drivers shall be 18 years of age or older.
  3. All drivers shall possess valid Class B driver’s license.
  4. All vehicles shall be equipped with seat belts (excluding buses), first aid kits, fire extinguishers and reflector kits.
  5. All vehicles shall be insured per item V. (C) 3.
- (G)** Lessee shall provide staff who shall be on-site and supervise all activities during the use of school site by Lessee and who meet California Administrative Code, Division Six, Title XII qualifications and Title V qualifications, when applicable.
- (H)** Lessee shall agree to use the permanent classroom(s) and the school site for the exclusive purpose of providing child care and for no other purpose, intent, program, activity or event except for those associated with Lessee.
- (I)** The ICCP agrees to provide only the following at the school site:
1. Use of specified number of classrooms, as outlined in Table II. B. 1, during specified hours of operation.
  2. Restrooms: The ICCP will provide the Lessee with access to school restrooms, at the locations and in the number determined by IUSD Maintenance and Operations, in writing, to the Lessee.
  3. Exterior Lighting: ICCP will provide exterior lighting, in its sole discretion.
  4. Custodial Services: ICCP will provide custodial services and supplies as adopted in its annual budget. Lessee shall provide any additional custodial service necessary to maintain the permanent classroom(s), as a result of Lessee’s use. Should ICCP determine, in its sole discretion, that additional custodial services are necessary due to Lessee’s use, ICCP may provide such services if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.
  5. Maintenance and Rehabilitation Costs: The ICCP will provide internal and external maintenance and rehabilitation of the permanently constructed classroom(s). All such ICCP maintenance and rehabilitation shall be conducted pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at

## Exhibit “B”

Lessee’s sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee’s use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.

- 6. ICCP shall not be obligated to repair, and Lessee shall repair to ICCP’s satisfaction, all damages caused or resulting from the negligent acts or omissions of Lessee, reasonable wear and tear and age-related breakdown excepted.

**(J)** Notice of Possessory Interest

The terms of this Agreement may result in the creation of a possessory interest in Lessee. If such possessory interest is vested in a private party to this Agreement, the private party may be subject to the payment of property taxes levied on such interest.

**(K)** Agreement Mere License

This agreement constitutes a mere license to use the permanently constructed classroom or classrooms, as set forth in Exhibit A hereto.

**II. USE OF FACILITIES FEES**

- (A)** Lessee agrees to pay the ICCP per the minimum amount outlined in Table II. B. 1, per month, per classroom, for use of the facilities at the school site. The total monthly payment due is per Table II B. 1.
- (B)** Lessee also agrees that the total annual amount paid to the ICCP shall be at least per Table II. B. 1, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase from the 2019-20 rates			

# Exhibit "B"

## III. METHOD OF PAYMENT

- (A) Lessee shall remit license fees to the ICCP on a monthly basis. On or before the final monthly payment becomes due and payable for each license year, Lessee shall remit any additional sum necessary to raise the total annual payment to the amount provided in Section II. (B) above. Payment is due on or before the first (1<sup>st</sup>) day of each month and received no later than the fifteenth (15<sup>th</sup>) day of that month for the use of the permanently constructed classroom(s) in operation of the Lessee's child care program. Checks shall be payable and remitted to:

ATTENTION: TREASURER  
Irvine Child Care Project  
5050 Barranca Parkway  
Irvine, CA 92604

## IV. TERM

- (A) Lessee and the ICCP agree that the term of this agreement shall be for one year, unless terminated as provided in Section IV. (C).
- (B) This Agreement may be terminated without cause by the ICCP or Lessee by giving not less than sixty (60) days written notice to the other party.
- (C) Upon voluntary or involuntary termination of the program, costs incurred may be jointly shared as determined by an ICCP representative, an IUSD representative, and the agency provider.

## V. LEGAL RESPONSIBILITIES

- (A) Lessee shall keep fully informed of State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those employed by Lessee or in any way affect operation of the program which Lessee operates by reason of this Agreement.

Lessee shall at all times observe and comply with all laws, ordinances and regulations and shall be responsible for compliance with all laws, ordinances and regulations.

- (B) Lessee agrees that in the operation of the child care program permitted by the terms of this Agreement, there shall be no discrimination in the provision of such services, or the employment of persons on the basis of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived

## Exhibit "B"

to have, any of these characteristics, and therefore Lessee agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

Violation of the laws prohibiting discrimination will subject Lessee to all of the penalties imposed by law.

(C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.

1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

2. Commercial General Liability Insurance for bodily injury, property damage, and automobile liability including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
  - a) Be issued by an insurance company which is admitted to do business in the State of California.
  - b) Name and list the Irvine Child Care Project and the City of Irvine, their officers and employees as additional insured.

Name separately the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents, employees, and volunteers as additionally insured on the policy.
  - c) Specify that it is the primary coverage for such insured's risks.
  - d) Contain a clause substantially in the following words:

## Exhibit "B"

"It is hereby agreed that this policy may not be cancelled nor materially changed except upon thirty (30) days prior written notice to the ICCP and IUSD of such cancellation or material change as evidenced by a return receipt for a registered letter addressed to the ICCP and IUSD."

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
3. Verification of auto liability must be provided as follows:
  - Bodily Injury \$100,000/300,000 per accident
  - Property Damage \$50,000 per accident
  - Medical Payments \$5,000 per accident
  - Un/under insured \$100,000/300,000 per accident
4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.

### (D) Release, Indemnity and Insurance

1. Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.

## Exhibit "B"

2. Non-Liability of the ICCP. Lessee acknowledges that no ICCP Releasees shall be liable for any of the Claims.
  3. Indemnification by Lessee. Lessee shall indemnify each and all of the ICCP Releasees against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with any of the Claims, whether or not there is concurrent negligence on the part of any ICCP Releasees; but Lessee shall not be required to indemnify, defend or hold harmless any ICCP Releasees from any Claim which arises from the sole negligence or willful misconduct of an ICCP Releasee in connection therewith:
    - 3.1 Lessee shall defend any action or actions filed in connection with any of such Claims, and shall pay all costs and expenses, including attorney's fees, incurred in connection therewith.
    - 3.2 Lessee shall promptly pay any judgment rendered against Lessee or any ICCP Releasees covering any such Claim, and Lessee shall save and hold each and all of the ICCP Releasees harmless there from.
    - 3.3 In the event any ICCP Releasee is made a party to any action or proceeding filed or prosecuted against Lessee for any Claim, Lessee shall pay to the ICCP any and all costs and expenses incurred by any ICCP Releasees in such action or proceeding, together with reasonable attorney's fees
- (E) In the event the ICCP Releasees, or any of them, shall become a party in an arbitration proceeding, either voluntarily or involuntarily with regard to the subject of this Agreement for which indemnification may be required of Lessee pursuant to paragraphs (D) above, Lessee shall, upon receipt of written notice from Indemnitees, or any of them, become a party to such arbitration proceeding for all purposes, unless this provision is waived in writing by the Releasees, or any of them so affected.
- (F) In the event Lessee subcontracts or assigns any portion of the Lessee's right of duties under this Agreement, Lessee shall require its subcontractor or assignee to comply with the terms of this Section V, in the same manner as required of Lessee.
- (G) Lessee specifically covenants and agrees that, as a condition of ICCP allowing Lessee to leave personal property and equipment in the permanent classroom(s) during such times and on those days when the Lessee is not licensed to use such premises, the Indemnification provisions herein will apply to, inter alia, such personal property and equipment.

# Exhibit "B"

## VI. NOTICES

Any notices required to be given hereunder shall be in writing with copies as directed herein and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States mail, certified and postage prepaid, addressed to the party to be served as follows:

**TO ICCP:**                   **Attention: Treasurer**  
**Irvine Child Care Project**  
**5050 Barranca Parkway**  
**Irvine, CA 92604**

**TO LESSEE:**               **Rick Porter**  
**Rainbow Rising Child Development Center**  
**2154 Monterey Blvd. #B**  
**Hermosa Beach, CA 90254**

## VII. ATTORNEY'S FEES

If any action at law or in equity, including an action in declaratory relief, is brought to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the Court in such litigation, or in a separate suit, shall award the prevailing party in any suit, reasonable costs and expenses, including attorney's fees. In awarding attorney's fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith, in addition to any other relief to which that party may be entitled.

## VIII. ASSIGNMENT: SUBCONTRACTORS

No assignment of any duty or obligation of performance shall be made in whole or in part by Lessee without the prior written consent of the ICCP. Any such subcontract or assignment without such consent shall be void and shall, at the option of the ICCP, terminate this Agreement. The ICCP may employ additional consultants as it deems necessary to work with Lessee any time during the term of this contract.

## IX. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

# Exhibit "B"

## X. EXTENT OF AGREEMENT

This Agreement represents the entire integrated Agreement between the ICCP and Lessee and supersedes all prior negotiations, representatives or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ICCP and Lessee.

### IRVINE CHILD CARE PROJECT

### LESSEE

Rainbow Rising Child Development Center

By: \_\_\_\_\_  
President, Irvine Child Care Project

By: \_\_\_\_\_  
Rick Porter

TITLE: \_\_\_\_\_  
President of Board

DATED: \_\_\_\_\_

### MAILING ADDRESS:

Rainbow Rising Child Development Center  
2154 Monterey Blvd., #B  
Hermosa Beach, CA 90254

PHONE: \_\_\_\_\_  
(310) 379-4912

EMAIL: \_\_\_\_\_  
rainbowriver@rainbowrising.org

**SITE:** Cadence Park School  
750 Benchmark, Irvine, CA 92618

# Exhibit “B”

## EXHIBIT A

### Schedule of Dates and Hours of Operation 2020-21 School Year

Provider: Rainbow Rising Site: Cadence Park School

Days per Week Facility is Open: M-F Hours: 7:00 a.m. – 6:00 p.m.

Circle the days the program will not be open:

#### 2020

##### JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

##### AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

##### SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

##### OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

##### NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

##### DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### 2021

##### JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

##### FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

##### MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

##### APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

##### MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

##### JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

# Exhibit "B"

## EXHIBIT B

### Workers' Compensation Insurance Coverage Certification

Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance, as well as a certificate of coverage, to the ICCP and IUSD before execution of this Agreement."

The City of Irvine, ICCP and IUSD, their Board of Trustees, officers, employees, or volunteers will not be responsible for any claims in law or equity occasioned by failure of the Lessee to comply with this paragraph.

Lessee shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

#### LESSEE

Rainbow Rising Child Development Center  
2154 Monterey Blvd., #B  
Hermosa Beach, CA 90254

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

\_\_\_\_\_ Date

Name:       Rick Porter      

Title:       President of Board      

**SITE:** Cadence Park School

750 Benchmark, Irvine, CA 92618

**BUSINESS**

## **ITEM 9**

## **IRVINE CHILD CARE PROJECT**

**TOPIC: WARRANT REQUEST – CONTINUING DEVELOPMENT INC.**

**DESCRIPTION:** Continuing Development Inc. has submitted an invoice in the amount of \$6,311.49 for child care development services for the month of March 2020. The State of California Department of Education has adopted a variety of temporary regulations in response to the Coronavirus (COVID-19) pandemic that have impacted reporting requirements, provider rates and waivers to family requirements. Management Bulletin 20-11 outlines the change in policy related to COVID-19 Emergency Closures. In compliance with this change in policy, ICCP, and therefore our subcontractor, CDI is eligible to receive reimbursement for March 16 and 17, during which the the sites closed in order to thoroughly clean and sanitize all facilities prior to re-opening for care on March 18.

The attached invoice and warrant request in the amount of \$6,311.49 are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of \$6,311.49 to Continuing Development Inc. for child care development services for the month of March 2020.

**IRVINE CHILD CARE PROJECT**

**DATE: June 8, 2020**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CHILD DEVELOPMENT CENTERS	00550159-5810	\$6,311.49
	<b>TOTAL</b>	<b>\$6,311.49</b>

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	\$6,311.49
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**INVOICE NUMBER**  
**5040-MAR20-Rev**

350 Woodview Ave, Suite 100  
 Morgan Hill, CA. 95037  
 (408)556-7300

DATE: May 10, 2020

SOLD TO: Irvine Child Care Project  
 14341 Yale Avenue  
 Irvine, CA 92604

Attention: Traci Stubbler

DESCRIPTION	PRICE	AMOUNT
General child development services provided in period <u>March 1, 2020</u> through <u>March 31, 2020</u>		
Fiscal Year 2019-2020 Contract Type: <b>CCTR-9159</b>		
Service fees of <u>1,491.67</u> days @ \$ <b>49.54</b>	\$73,897.33	
Less Certified Parent fees	- <b>\$5,507.00</b>	
Contract earnings to District	\$ 68,390.33	
Adjustment for District Indirect Cost \$68,390.33 ÷ <b>1.02</b> =	\$1,340.99	
Balance due to Continuing Development, Inc. <i>Previously billed on April 8, 2020</i>		\$67,049.34 \$60,737.85
<b>NET Balance due to Continuing Development, Inc.</b>		<b>\$6,311.49</b>
<b>Billing Summary:</b>		
Cumulative Prior Period Amount Billed	\$513,794.60	
Current Period Billing	<u>\$67,049.34</u>	
Cumulative Fiscal Year Amount Billed	\$580,843.94	
Contract Maximum Billable	\$672,821.57	
Available remaining balance	\$91,977.63	

## **ITEM 10**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:**

**IRVINE CHILD CARE PROJECT RENT RELIEF FOR PROVIDERS**

**DESCRIPTION:**

The Coronavirus (COVID-19) Pandemic has had a devastating economic impact on ICCP providers. In response to the pandemic most ICCP programs closed beginning mid-March through the month of April, with four programs re-opening in June.

Due to the current guidelines issued by the State of California Community Care Licensing Division those that remained open or reopened are only able to serve the children of essential workers as defined by the State, which has left them serving less than 1 percent of their typical enrollment through May.

In addition, the new social distancing, health and safety procedures and sanitization requirements in place through June 30 have reduced group sizes and overall capacity and required providers to put procedures in place that are time, staff, and supply intensive. These include sanitization of all surfaces throughout the day, all materials between uses by different children, sink handles, and toilet flushing mechanism between each use, and health checks at drop off, lower ratios, etc.

ICCP is working with IUSD for the child care programs to potentially access additional space on campus for the summer so that additional children can be cared for, beyond the current maximum of 20-30 children per site, as enrollment has begun to pick up as parents are returning to work. However, in order to meet the new guidelines, additional staff is needed to serve a smaller number of children. All of these changes have had and will continue to have a significant impact on the costs associated with providing care and the overall number of children able to be served at ICCP programs.

At the ICCP Special Meeting held April 6, 2020 the Board approved the waiver of rental payments from ICCP providers for April, May and June. At the ICCP Regular Meeting held May 11, 2020, the Board directed staff to include an item in the next regular meeting

agenda to discuss the potential for the waiver of additional rental payments.

In order to provide some financial relief, to support child care providers' continued recovery from the economic impact of the COVID-19 pandemic and to help ensure the availability of continued on-campus child care after this emergency, the following options are provided for the Board's consideration:

Option A: Waiver from the rental payments for the month of July 2020 which would be a loss in revenue to ICCP of \$157,740 per month.

Option B: Waiver from the rental payments for the months of July and August 2020

Option C: Waiver from the rental payments for the months of July, August and September 2020

Option D: No additional waiver for rental payments beyond June 2020.

**RECOMMENDATION:**

Approve one of the following options:

Option A: Waiver from the rental payments for the month of July 2020 which would be a loss in revenue to ICCP of \$157,740 per month.

Option B: Waiver from the rental payments for the months of July and August 2020

Option C: Waiver from the rental payments for the months of July, August and September 2020

Option D: No additional waiver for rental payments beyond June 2020.

## **ITEM 11**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **IRVINE CHILD CARE PROJECT (ICCP)  
PROPOSED BUDGET FOR FY 2020-21 WITH  
MULTI-YEAR BUDGET PROJECTIONS**

**DESCRIPTION:** Submitted for the Board's review and approval is the proposed ICCP Budget for FY 2020-21 with Multi Year Budget Projection FY 2021-22, FY 2022-23 and FY 2023-24.

**RECOMMENDATION:** Approve the FY2020-21 Budget.

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2020-21 with Multi Year Budget Projection - No Rent Increase

OPERATING FUND	2019-20	2020-21	2021-22	2022-23	2023-24
Program Description	Estimated	Proposed	Projected	Projected	Projected
ICCP - Regular Programs	Actuals	Budget	Budget	Budget	Budget
<b>COST CENTER 005710</b>					
<b>REVENUE</b>					
8650 Portable Fees Cnty	\$1,406,702	\$1,892,887	\$1,957,712	\$1,970,677	\$1,970,677
8660 Interest Income Cnty	\$48,312	\$48,645	\$50,311	\$50,644	\$50,644
<b>Total Revenue:</b>	<b>\$1,455,014</b>	<b>\$1,941,532</b>	<b>\$2,008,023</b>	<b>\$2,021,321</b>	<b>\$2,021,321</b>
<b>OPERATING EXPENDITURES</b>					
4305 Program Supplies	\$1,600	\$0	\$0	\$0	\$0
4305 Safety and Security	\$4,595	\$2,450 (8)	\$3,670 (8)	\$9,787 (8)	\$1,600 (8)
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$87,451	\$89,351	\$92,851	\$94,751	\$96,651
5500 Utilities	\$87,153	\$91,511	\$96,086	\$100,890	\$105,935
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5811 Consultants	\$0	\$27,000 (7)	\$27,000 (7)	\$27,000 (7)	\$27,000 (7)
5817 Scholarships	\$1,000	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$1,500	\$2,200	\$2,200	\$2,200	\$2,200
5838 Audit	\$9,100	\$9,100	\$9,100	\$9,100	\$9,100
5861 Facilities & Financial Support / IUSD	\$80,000	\$82,300 (9)	\$84,000 (9)	\$85,696 (9)	\$87,409 (9)
5862 Custodial Services	\$533,435	\$560,096 (2)	\$572,221 (2)	\$584,038 (2)	\$596,552 (2)
5864 Program Coordination / City	\$339,000	\$432,500 (6)	\$468,100 (6)	\$507,200 (6)	\$550,200 (6)
<b>Total Operating Expenditures:</b>	<b>\$1,224,834</b>	<b>\$1,406,507</b>	<b>\$1,465,228</b>	<b>\$1,530,662</b>	<b>\$1,586,647</b>
<b>Total Excess (Deficiency):</b>	<b>\$230,180</b>	<b>\$535,025</b>	<b>\$542,795</b>	<b>\$490,659</b>	<b>\$434,675</b>
<b>CAPITAL EXPENDITURES</b>					
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
6230 Portables (Replacement/New)	\$409,149	\$0	\$0 (3)	\$0	\$0
5862 Custodial Vehicles	\$54,970	\$35,000 (4)	\$0	\$35,000 (4)	\$0
7439 Debt Service	\$135,173	\$135,173 (5)	\$135,173	\$135,173	\$135,173
<b>Total Capital Expenditures:</b>	<b>\$724,292</b>	<b>\$295,173</b>	<b>\$260,173</b>	<b>\$295,173</b>	<b>\$260,173</b>
<b>Net Increase (Decrease):</b>	<b>(\$494,112)</b>	<b>\$239,852</b>	<b>\$282,622</b>	<b>\$195,486</b>	<b>\$174,502</b>
Beginning Balance, July 1	<b>\$1,414,367</b>	<b>\$920,256</b>	<b>\$1,160,108</b>	<b>\$1,442,730</b>	<b>\$1,638,216</b>
Ending Balance, June 30	<b>\$920,256</b>	<b>\$1,160,108</b>	<b>\$1,442,730</b>	<b>\$1,638,216</b>	<b>\$1,812,718</b>
<b>Components of Ending Balance:</b>					
Capital Facilities (Modular Replacement) Reserve	\$861,782	\$1,109,057	\$1,390,968	\$1,583,441	\$1,757,313
3% Operation Reserve	\$58,474	\$51,050	\$51,762	\$54,775	\$55,405

## Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

### Proposed Budget FY 2020-21 with Multi Year Budget Projection - No Rent Increase

GRANT PROGRAM FUNDS	2019-20	2020-21	2021-22	2022-23	2023-24
Program Description	Estimated Actuals	Proposed Budget	Projected Budget	Projected Budget	Projected Budget
<b>STATE GRANT/CDD</b>					
COST CENTER 005501					
<b>REVENUE</b>					
8290 Child Development Apportionments	\$237,902	\$237,902	\$237,902	\$237,902	\$237,902
8590 Other State Revenue	\$426,694	\$426,694	\$426,694	\$426,694	\$426,694
8660 Interest	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
<b>Total Revenue:</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$667,196</b>
<b>EXPENDITURES</b>					
5810 Serv./Contracts	\$667,196	\$667,196	\$667,196	\$667,196	\$667,196
<b>Total Expenditures:</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$667,196</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>					
COST CENTER 005712					
<b>REVENUE</b>					
8689 All Other Fees & Contracts	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
8699 Other Local Revenue/CDBG	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>Total Revenue:</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$130,000</b>
<b>EXPENDITURES</b>					
5817 Scholarships	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000
<b>Total Expenditures:</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$130,000</b>
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
<b>GRANT PROGRAM FUND SUMMARY</b>					
<b>REVENUE</b>	\$797,196	\$797,196	\$797,196	\$797,196	\$797,196
<b>EXPENDITURES</b>	\$797,196	\$797,196	\$797,196	\$797,196	\$797,196
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$920,256</b>	<b>\$1,160,108</b>	<b>\$1,442,730</b>	<b>\$1,638,216</b>	<b>\$1,812,718</b>
(Operating Fund + Grant Program Funds)					

## Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

### Proposed Budget FY 2020-21 with Multi Year Budget Projection - No Rent Increase

#### **Budget Assumptions**

- (2) Projected 2% increase for step in column & benefit increases of custodial salaries. Included anticipated salary increase and Health and Welfare increase for FY 2019-20. Increased custodial supplies \$2k annually starting with FY 2020-21. In addition FY 2020-21 increase supplies by \$16,850 for several items to include hot water extractor, wet/dry vacuum, motor scrubber, dehumidifier, floor fans, & mop buckets
- (3) FY 2021-22 developer to supply permanent structure for ICCP facilities @ new K-8 School in The Great Park. School to open FY 2021-22
- (4) Starting FY 2020-21 projecting \$35k every other year to replace out dated custodial work vans
- (5) Continue debt payment for custodial equipment for another 5 years @ \$8,100/year for a total of \$40,500 FY 2019-20 thru FY 2023-24. Plus yearly payment for purchase of portables from IUSD = \$127,073 ends June 2024
- (6) Program Coordination/City also includes \$2,800 in program supplies to be distributed to sites to support quality enhancement. Includes \$60K for Quality Assessment Consultant
- (7) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff
- (8) Additional AED units for new sites and AED maintenance items (Pads, batteries, etc.) Restroom Card Keys, Lock Down Button for Beacon Park and potential replacement or addition of one security radio per year.
- (9) Projected 2% increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees



**ITEM 12**  
**Facilities and Budget Report**

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of April 30, 2020

## Fiscal Year 2019-20 Budget

Percentage of Year Completed: 83%

OPERATING FUND Program Description	2019-20 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
<b>ICCP - Regular Programs</b>						
<b>COST CENTER 005710</b>						
<b>REVENUE</b>						
8650 Portable Fees Cnty	\$1,879,922	\$1,879,922	\$0	\$1,550,632	\$329,290	82%
8650 Portable Fees Waived - Covid 19	\$0	(\$473,220)	\$0	\$0	(\$473,220)	0%
8660 Interest Income Cnty	\$48,312	\$48,312	\$0	\$33,225	\$15,087	69%
<b>Total Revenue:</b>	<b>\$1,928,234</b>	<b>\$1,455,014</b>	<b>\$0</b>	<b>\$1,583,857</b>	<b>(\$128,843)</b>	<b>109%</b>
<b>OPERATING EXPENDITURES</b>						
4305 Program Supplies	\$1,800	\$1,800	\$0	\$1,800	\$0	100%
4305 Security Radio	\$4,595	\$4,595	\$0	\$609	\$3,986	13%
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$0	\$15,415	\$24,585	39%
5450 Insurance	\$84,158	\$84,158	\$0	\$87,451	(\$3,293)	104%
5500 Utilities <b>(\$7,262.79X12)</b>	\$87,153	\$87,153	\$0	\$58,102	\$29,051	67%
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$0	\$20,237	\$19,763	51%
5811 Consultants	\$27,000	\$27,000	\$0	\$0	\$27,000	0%
5817 Scholarships	\$30,000	\$30,000	\$0	\$385	\$29,615	1%
5837 Interest Expense	\$2,200	\$2,200	\$0	\$0	\$2,200	0%
5838 Audit	\$9,100	\$9,100	\$0	\$9,100	\$0	100%
5861 Facilities & Financial Support / IUSD	\$80,000	\$80,000	\$0	\$53,333	\$26,667	67%
5862 Custodial Services	\$533,435	\$533,435	\$0	\$355,623	\$177,812	67%
5864 Program Coordination / City	\$344,000	\$344,000	\$0	\$180,769	\$163,231	53%
<b>Total Operating Expenditures:</b>	<b>\$1,283,441</b>	<b>\$1,283,441</b>	<b>\$0</b>	<b>\$782,825</b>	<b>\$500,616</b>	<b>61%</b>
<b>Total Excess (Deficiency):</b>	<b>\$644,793</b>	<b>\$171,573</b>	<b>\$0</b>	<b>\$801,032</b>		
<b>CAPITAL EXPENDITURES</b>						
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$34,795	\$1,341	\$88,864	29%
6230 Portables (Replacement/New)	\$0	\$0	\$0	(\$15,851)	\$15,851	0%
5862 Custodial Vehicles	\$70,000	\$70,000	\$0	\$54,970	\$15,030	79%
7439 Debt Service	\$135,173	\$135,173	\$0	\$90,115	\$45,058	67%
<b>Total Capital Expenditures:</b>	<b>\$330,173</b>	<b>\$330,173</b>	<b>\$34,795</b>	<b>\$130,575</b>	<b>\$164,803</b>	<b>50%</b>
<b>Net Increase (Decrease):</b>	<b>\$314,621</b>	<b>(\$158,600)</b>		<b>\$670,457</b>		
Beginning Balance, July 1	\$1,414,367	\$1,414,367		\$1,414,367		
Ending Balance, June 30	\$1,728,988	\$1,255,767		\$2,084,824		
<b>Components of Ending Balance:</b>						
Capital Facilities (Modular Replacement) Reserve	\$1,680,580	\$1,207,359		\$2,057,422		
3% Operation Reserve	\$48,408	\$48,408		\$27,402		

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of April 30, 2020

## Fiscal Year 2019-20 Budget

GRANT PROGRAM FUNDS Program Description	2019-20 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
<b>STATE GRANT/CDD</b>						
COST CENTER 005501						
<b>REVENUE</b>						
8290 Child Development Apportionments	\$237,902	\$237,902	\$0	\$244,355	(\$6,453)	103%
8590 Other State Revenue	\$426,694	\$426,694	\$0	\$270,354	\$156,340	63%
8660 Interest	\$2,600	\$2,600	\$0	\$0	\$2,600	0%
<b>Total Revenue:</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$0</b>	<b>\$514,709</b>	<b>\$152,487</b>	<b>77%</b>
<b>EXPENDITURES</b>						
5810 Serv./Contracts	\$667,196	\$667,196	\$0	\$522,655	\$144,541	78%
<b>Total Expenditures:</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$0</b>	<b>\$522,655</b>	<b>\$144,541</b>	<b>78%</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	(\$7,946)		
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>						
COST CENTER 005712						
<b>REVENUE</b>						
8689 All Other Fees & Contracts	\$80,000	\$80,000	\$0	\$18,790	\$61,210	23%
8699 Other Local Revenue/CDBG	\$50,000	\$50,000	\$0	\$50,000	\$0	100%
<b>Total Revenue:</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$0</b>	<b>\$68,790</b>	<b>\$61,210</b>	<b>53%</b>
<b>EXPENDITURES</b>						
5817 Scholarships	\$130,000	\$130,000	\$0	\$80,246	\$49,754	62%
<b>Total Expenditures:</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$0</b>	<b>\$80,246</b>	<b>\$49,754</b>	<b>62%</b>
<b>Fund Balance (U):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$11,456)</b>		
<b>GRANT PROGRAM FUND SUMMARY</b>						
<b>REVENUE</b>	\$797,196	\$797,196	\$0	\$583,499	\$213,697	73%
<b>EXPENDITURES</b>	\$797,196	\$797,196	\$0	\$602,900	\$194,296	76%
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$19,401)</b>		
Beginning Balance, July 1	\$0	\$0	\$0	\$0		
Ending Balance, June 30	\$0	\$0	\$0	(\$19,401)		
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$1,728,987</b>	<b>\$1,255,767</b>	<b>\$0</b>	<b>\$2,065,467</b>		
<b>(Operating Fund + Grant Program Funds)</b>						

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of May 31, 2020

## Fiscal Year 2019-20 Budget

Percentage of Year Completed: 92%

OPERATING FUND Program Description	2019-20 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
<b>ICCP - Regular Programs</b>						
<b>COST CENTER 005710</b>						
<b>REVENUE</b>						
8650 Portable Fees Cnty	\$1,879,922	\$1,879,922	\$0	\$1,392,893	\$487,029	74%
8650 Portable Fees Waived - Covid 19	\$0	(\$473,220)	\$0	\$0	(\$473,220)	0%
8660 Interest Income Cnty	\$48,312	\$48,312	\$0	\$33,203	\$15,109	69%
<b>Total Revenue:</b>	<b>\$1,928,234</b>	<b>\$1,455,014</b>	<b>\$0</b>	<b>\$1,426,096</b>	<b>\$28,918</b>	<b>98%</b>
<b>OPERATING EXPENDITURES</b>						
4305 Program Supplies	\$1,800	\$1,800	\$0	\$1,800	\$0	100%
4305 Security Radio	\$4,595	\$4,595	\$0	\$609	\$3,986	13%
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$0	\$15,415	\$24,585	39%
5450 Insurance	\$84,158	\$84,158	\$0	\$87,451	(\$3,293)	104%
5500 Utilities <del>(\$7,262.79X12)</del>	\$87,153	\$87,153	\$0	\$65,365	\$21,788	75%
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$0	\$20,237	\$19,763	51%
5811 Consultants	\$27,000	\$27,000	\$0	\$0	\$27,000	0%
5817 Scholarships	\$30,000	\$30,000	\$0	\$500	\$29,500	2%
5837 Interest Expense	\$2,200	\$2,200	\$0	\$0	\$2,200	0%
5838 Audit	\$9,100	\$9,100	\$0	\$9,100	\$0	100%
5861 Facilities & Financial Support / IUSD	\$80,000	\$80,000	\$0	\$60,000	\$20,000	75%
5862 Custodial Services	\$533,435	\$533,435	\$0	\$345,106	\$188,329	65%
5864 Program Coordination / City	\$344,000	\$344,000	\$0	\$193,237	\$150,763	56%
<b>Total Operating Expenditures:</b>	<b>\$1,283,441</b>	<b>\$1,283,441</b>	<b>\$0</b>	<b>\$798,821</b>	<b>\$484,621</b>	<b>62%</b>
<b>Total Excess (Deficiency):</b>	<b>\$644,793</b>	<b>\$171,573</b>	<b>\$0</b>	<b>\$627,275</b>		
<b>CAPITAL EXPENDITURES</b>						
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$17,345	\$86,905	\$20,750	83%
6230 Portables (Replacement/New)	\$0	\$0	\$0	(\$15,851)	\$15,851	0%
5862 Custodial Vehicles	\$70,000	\$70,000	\$0	\$54,970	\$15,030	79%
7439 Debt Service	\$135,173	\$135,173	\$0	\$101,380	\$33,793	75%
<b>Total Capital Expenditures:</b>	<b>\$330,173</b>	<b>\$330,173</b>	<b>\$17,345</b>	<b>\$227,403</b>	<b>\$85,424</b>	<b>74%</b>
<b>Net Increase (Decrease):</b>	<b>\$314,621</b>	<b>(\$158,600)</b>		<b>\$399,872</b>		
Beginning Balance, July 1	<b>\$1,414,367</b>	<b>\$1,414,367</b>		<b>\$1,414,367</b>		
Ending Balance, June 30	<b>\$1,728,988</b>	<b>\$1,255,767</b>		<b>\$1,814,239</b>		
<b>Components of Ending Balance:</b>						
Capital Facilities (Modular Replacement) Reserve	\$1,680,580	\$1,207,359		\$1,783,453		
3% Operation Reserve	\$48,408	\$48,408		\$30,787		

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of May 31, 2020

## Fiscal Year 2019-20 Budget

GRANT PROGRAM FUNDS Program Description	2019-20 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
<b>STATE GRANT/CDD</b>						
COST CENTER 005501						
<b>REVENUE</b>						
8290 Child Development Apportionments	\$237,902	\$237,902	\$0	\$244,355	(\$6,453)	103%
8590 Other State Revenue	\$426,694	\$426,694	\$0	\$270,354	\$156,340	63%
8660 Interest	\$2,600	\$2,600	\$0	\$0	\$2,600	0%
<b>Total Revenue:</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$0</b>	<b>\$514,709</b>	<b>\$152,487</b>	<b>77%</b>
<b>EXPENDITURES</b>						
5810 Serv./Contracts	\$667,196	\$667,196	\$0	\$584,537	\$82,659	88%
<b>Total Expenditures:</b>	<b>\$667,196</b>	<b>\$667,196</b>	<b>\$0</b>	<b>\$584,537</b>	<b>\$82,659</b>	<b>88%</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	(\$69,828)		
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>						
COST CENTER 005712						
<b>REVENUE</b>						
8689 All Other Fees & Contracts	\$80,000	\$80,000	\$0	\$18,790	\$61,210	23%
8699 Other Local Revenue/CDBG	\$50,000	\$50,000	\$0	\$50,000	\$0	100%
<b>Total Revenue:</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$0</b>	<b>\$68,790</b>	<b>\$61,210</b>	<b>53%</b>
<b>EXPENDITURES</b>						
5817 Scholarships	\$130,000	\$130,000	\$0	\$91,533	\$38,467	70%
<b>Total Expenditures:</b>	<b>\$130,000</b>	<b>\$130,000</b>	<b>\$0</b>	<b>\$91,533</b>	<b>\$38,467</b>	<b>70%</b>
<b>Fund Balance (U):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$22,742)</b>		
<b>GRANT PROGRAM FUND SUMMARY</b>						
<b>REVENUE</b>	\$797,196	\$797,196	\$0	\$583,499	\$213,697	73%
<b>EXPENDITURES</b>	\$797,196	\$797,196	\$0	\$676,070	\$121,126	85%
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$92,571)</b>		
Beginning Balance, July 1	\$0	\$0	\$0	\$0		
Ending Balance, June 30	\$0	\$0	\$0	(\$92,571)		
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$1,728,987</b>	<b>\$1,255,767</b>	<b>\$0</b>	<b>\$1,721,712</b>		
<b>(Operating Fund + Grant Program Funds)</b>						

**ITEM 13**

**Irvine Child Care Project Administrator's  
Report**

Irvine Child Care Project (ICCP) Administrator's Report  
June 8, 2020

Scholarships/Financial Assistance:

- ICCP has been reaching out to existing scholarship recipients bi-weekly since the initial IUSD school closure to check in and assess their status and need for care or additional resources. Several scholarship recipients are starting back to work in June and will be accessing care.
- ICCP is preparing to send out the annual recertification letters the first week in June. We anticipate this will be complex process this year as many families employment situation has changed. We will be providing additional resource and referral services as we become aware of family needs.
- Information on financial assistance for emergency child care for essential workers is posted on the City's website, both on the "Finding Child Care" and "ICCP" web pages. This funding is distributed by the Children's Home Society of California and the Orange County Department of Education.

Program Quality:

- It is anticipated that draft 2020-21 ICCP Goals will be included in the September agenda. Staff have had to focus all resources on addressing pandemic impact on child care and are awaiting further guidance from the State of California Division of Community Care Licensing in order to assess how best to move forward on a number of fronts.
- The State of California Department of Education has adopted a variety of temporary regulations in response to the Coronavirus (COVID-19) pandemic that have impacted reporting requirements, provider rates and waivers to family requirements. The new guidance has been issued through a series of eight Management Bulletins and four follow up webinars between March 15 and April 30. Typically, in the June agenda you have the opportunity to review the Program Self Evaluation (PSE) completed by Continuing Development Inc. The requirement for the completion of the PSE was temporarily suspended and instead, a plan describing how program operations were modified to address the needs of children and families who are no longer being served in the physical setting.
- The State issued new Social and Physical Distancing Guidance and Healthy Practices for Child Care Facilities in Response to the Global Coronavirus (COVID-19) Pandemic (written in collaboration with the California Department of Education) on April 7. All open ICCP programs are implementing these new complex procedures daily.
- ICCP is working to help facilitate the procurement of the following materials as needed to support implementation of the new safety measures: face masks, gloves, sanitizing spray, sanitizing wipes and hand sanitizer.

Facilities:

- ICCP is working with IUSD for the child care programs to potentially access additional space on campus for the summer so that additional children can be cared for, beyond the current maximum of 20-30 children per site, as enrollment has begun to pick up as parents are returning to work as well as working with State Community Care Licensing regarding State requirements for the use of additional space.
- Springbrook CDC's move back to and licensure at their permanent campus planned for June 2020 may be delayed due to State Community Care Licensing Division's need to focus resources on response to the COVID-19 situation. The State is conducting some site inspections via teleconference. We are working with the State to move the program back to the Springbrook campus as soon as possible.