



**CITY OF IRVINE
IRVINE CHILD CARE PROJECT
REGULAR MEETING**

**June 13, 2022
8:30 AM**

**Irvine City Hall, B204 and Zoom
1 Civic Center Plaza
Irvine, CA 92604**

Cyril Yu
President

Alan Battenfield
Vice President

Stephanie Bynon
Clerk

Board Member:
Tammy Kim
Sandra Salcedo

Notice is hereby given due to unforeseen circumstances, the Irvine Child Care Project June 13, 2022 meeting originally scheduled to be held in B203 has been move to Irvine City Hall, Room or Conference **B204**.

Dated: June 13, 2022

Signed: /s/ Rebecca Parmer



Cyril Yu
President

Alan Battenfield
Vice President

Stephanie Bynon
Clerk

Board Member:
Tammy Kim
Sandra Salcedo

AGENDA

IRVINE CHILD CARE PROJECT REGULAR MEETING

June 13, 2022
8:30 AM

Irvine City Hall, B203
1 Civic Center Plaza
Irvine, CA 92604

PARTICIPATION AT IRVINE CHILD CARE PROJECT MEETING

MEETINGS ARE AVAILABLE TO ATTEND IN-PERSON OR WATCHED LIVE THROUGH THE ZOOM APPLICATION. INFORMATION FOR ZOOM CAN BE FOUND ONLINE AT CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-INFORMATION. YOU MAY SUBMIT COMMENTS ON ANY AGENDA ITEM OR ON ANY ITEM NOT ON THE AGENDA, IN WRITING VIA MAIL TO "ATTN: TRACI STUBBLER, 1 CIVIC CENTER PLAZA, IRVINE, CA 92606, OR BY EMAIL TO ICCP@CITYOFIRVINE.ORG. YOU MAY ALSO PROVIDE LIVE COMMENTS VIA ZOOM. FOR MORE INFORMATION, VISIT CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-INFORMATION.

REQUEST TO SPEAK IN PERSON: IF YOU WOULD LIKE TO ADDRESS THE IRVINE CHILD CARE PROJECT ON A SCHEDULED AGENDA ITEM, OR NON-AGENDA ITEM PLEASE FILL OUT A REQUEST TO SPEAK FORM AVAILABLE AT THE ENTRANCE TO THE MEETING ROOM AND SUBMIT TO THE RECORDING SECRETARY. WE RESPECTFULLY ASK THAT YOU IDENTIFY ON THE FORM YOUR NAME AND THE ITEM(S) ON WHICH YOU WOULD LIKE TO SPEAK. THE [REQUEST TO SPEAK FORM](#) ASSISTS THE CHAIR IN ENSURING THAT ALL PERSONS WISHING TO ADDRESS THE IRVINE CHILD CARE PROJECT ARE RECOGNIZED. IT ALSO ENSURES THE ACCURATE IDENTIFICATION OF MEETING PARTICIPANTS IN THE IRVINE CHILD CARE PROJECT MINUTES. YOUR NAME WILL BE CALLED AT THE TIME THE MATTER IS HEARD BY THE IRVINE CHILD CARE PROJECT. CITY POLICY IS TO LIMIT PUBLIC TESTIMONY TO UP TO THREE MINUTES PER SPEAKER DEPENDING ON RELEVANT CIRCUMSTANCES, WHICH INCLUDES THE PRESENTATION OF ELECTRONIC OR AUDIO-VISUAL INFORMATION. SPEAKERS MAY NOT YIELD THEIR TIME TO OTHER PERSONS.

PLEASE TAKE NOTICE THAT THE ORDER OF SCHEDULED AGENDA ITEMS BELOW AND/OR THE TIME THEY ARE ACTUALLY HEARD, CONSIDERED AND DECIDED MAY BE MODIFIED BY THE CHAIR DURING THE COURSE OF THE MEETING, SO PLEASE STAY ALERT.

PLEASE NOTE: THE IRVINE CHILD CARE PROJECT MEETING 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. FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT THE IRVINE CHILD CARE PROJECT AT 949-724-6632, OR VIA EMAIL AT ICCP@CITYOFIRVINE.ORG. IT WOULD BE APPRECIATED IF WRITTEN 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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS – AGENDIZED ITEMS

Public Comments on agendized items (excluding Public Hearing items) will be heard no sooner than 8:30 a.m. Public comments on Public Hearing items shall occur during the public hearing. If 20 or fewer requests to provide public comments are submitted, each speaker shall be limited to three minutes per item. If between 21 and 30 speakers submit public comments, each speaker shall be limited to two minutes per item. If more than 30 speakers submit public comments, each speaker shall be limited to 90 seconds per item. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit of the time for all public speakers may be imposed, at the discretion of the President or by a majority vote of the Irvine Child Care Project Board.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS

Public comments on non-agendized items will be heard no sooner than 8:30 a.m. Any member of the public may address the Irvine child Care Project on items within the Irvine Child Care Project Board's subject matter jurisdiction but which are not listed on this agenda. If 20 or fewer requests to provide public comments are submitted, each speaker shall be limited to three minutes. If between 21 and 30 speakers submit public comments, each speaker shall be limited to two minutes. If more than 30 speakers submit public comments, each speaker shall be limited to 90 seconds. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit on the time for all public speakers may be imposed, as the discretion of the President or by a majority vote of the Irvine Child Care Project Board.

INTRODUCTIONS

ANNOUNCEMENTS/COMMITTEE REPORTS/COMMITTEE UPDATES

Announcements, Committee Reports, and Commission Reports are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes, 3 minutes per member of the Irvine Child Care Project. In addition, the Chair shall receive any necessary additional time to deliver announcements of community events and opportunities.

1. BOARD REPORTS

1.1 FINANCIAL REPORT

1.2 ADMINISTRATOR'S REPORT

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.

2. 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 Irvine Child Care Project Board request specific items to be removed from the Consent Calendar for separate discussion.

2.1 MINUTES

RECOMMENDED ACTION:

Approve the minutes of the Irvine Child Care Project regular meeting held on May 9, 2022.

2.2 WARRANT REQUEST – CATALYST FAMILY INC.

RECOMMENDED ACTION:

Approve payment of \$77,022.74 to Catalyst Family Inc. for child care development services for April 1-30, 2022.

2.3 WARRANT REQUEST – IRVINE CHILDREN’S FUND (ICF) SCHOLARSHIPS

RECOMMENDED ACTION:

Approve payments for warrants totaling the amount of \$12,859.00 (ICF) for child care services for April 1-30, 2022 funded by ICF scholarships.

- \$ 2,926.50 to Catalyst Family Inc. (ICF)
- \$ 472.50 to Creekers Club (ICF)
- \$ 00.00 to Dolphin Club
- \$ 00.00 to Kids Stuff
- \$ 9,460.00 to Rainbow Rising (ICF)

2.4 WARRANT REQUEST – IRVINE CHILDREN’S FUND CORONAVIRUS (CV) SCHOLARSHIPS

RECOMMENDED ACTION:

Approve payments for warrants totaling the amount of \$23,646.07 (CDBG-CV) for child care services for April 1-30, 2022 funded by CV scholarships.

- \$ 5,700.11 to Catalyst Family Inc. (CDBG-CV)
- \$ 596.25 to Creekers Club (CDBG-CV)
- \$ 1,175.00 to Dolphin Club (CDBG-CV)
- \$ 652.50 to Kids Stuff (CDBG-CV)
- \$15,522.21 to Rainbow Rising (CDBG-CV)

2.5 WARRANT REQUEST – IRVINE CHILD CARE PROJECT SCHOLARSHIPS

RECOMMENDED ACTION:

Approve payments for warrants totaling the amount of \$1,010.00 for child care services for April 1-30, 2022 funded by ICCP scholarships.

- \$ 00.00 to Catalyst Family Inc.
- \$ 00.00 to Creekers Club
- \$ 00.00 to Dolphin Club
- \$ 00.00 to Kids Stuff
- \$ 1,010.00 to Rainbow Rising (ICCP)

2.6 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

RECOMMENDED ACTION:

Approve payment of \$73,956.67 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of April 2022.

- \$47,685.08 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 8,007.17 for Utilities
- \$ 7,000.00 for Facilities & Financial Support

2.7 WARRANT REQUEST – CITY OF IRVINE

RECOMMENDED ACTION:

Approve payment of \$32,186.87 to the City of Irvine for Program and Grant Administration for the month of April 2022.

- \$ 30,626.41 for Program Administration
- \$ 1,560.46 for Grant Administration

2.8 DEPOSIT OF SCHOLARSHIP FUNDS FROM ICF

RECOMMENDED ACTION:

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

- \$ 12,784.00 01-005-712-00-8290

2.9 DEPOSIT OF CDBG-CV SCHOLARSHIP FUNDS FROM ICF

RECOMMENDED ACTION:

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

- \$ 23,277.61 01-005-712-00-8699

2.10 DEPOSIT OF STIPENDS FOR CHILD CARE CONTRACTORS ISSUED PURSUANT TO ASSEMBLY BILL (AB) 131

RECOMMENDED ACTION:

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

- \$ 30,000.00 01-005-50100-8590

2.11 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 an ICCP Board Member 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, 2022 through June 30, 2023.

2.12 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 an ICCP Board Member 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, 2022 through June 30, 2023.

2.13 MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT (ICCP) USE OF PERMANENT CHILD CARE BUILDINGS AT SOLIS PARK K-8 SCHOOL CAMPUS

RECOMMENDED ACTION:

Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Solis Park K-8 school campus for the time period July 1, 2022 through June 30, 2023.

3. BOARD BUSINESS

3.1 ACCEPTANCE OF FUNDS AWARDED BY THE IRVINE CHILDREN'S FUND (ICF) TO SUPPORT THE ICCP SCHOLARSHIP PROGRAM FOR THE 2022-23 FISCAL YEAR

RECOMMENDED ACTION:

Accept the award of \$165,000 for the 2022-23 Fiscal Year from ICF to support the ICCP Scholarship Program

3.2 PROPOSED BUDGET FOR FY 2022-23 WITH MULTI-YEAR BUDGET PROJECTIONS

RECOMMENDED ACTION:
Approve the FY 2022-23 Budget.

ADJOURNMENT

ADJOURNMENT

At 11 a.m., the Irvine Child Care Project will determine which of the remaining agenda items can be considered and acted upon prior to 12 p.m. noon and will continue all other items on which additional time is required until a future Irvine Child Care Project meeting. All meetings are scheduled to terminate at 12 p.m. 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 7 days prior to a regular Irvine Child Care Project meeting). Staff reports can also be downloaded from the City’s website at cityofirvine.org at least 7 days prior to the scheduled Irvine Child Care Project meeting.

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) 724-6635.

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, 1 Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review on the City’s website and at the respective public meeting.

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) 724-6635.

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. Please provide 10 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 the Irvine Child Care Project liaison at 949-724-6647.

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 DFR 35. 102-35. 104 ADA Title II)

COMMUNICATION AND ELECTRONIC 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 select months at 8:30 a.m. Agendas are available at the following locations:

- Community Services Department
- Police Department
- Front Entrance of City Hall
- City's web page at 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 of City Hall, 1 Civic Center Plaza, Irvine, California on June 6, 2022 by 3:00p.m. as well as on the City's web page.

 _____, Committee Liaison

1. REPORTS

ITEM 1.1

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, 2022

Fiscal Year 2021-22 Budget

Percentage of Year Completed: 83%

OPERATING FUND Program Description	2021-22 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
ICCP - Regular Programs						
<i>COST CENTER 005710</i>						
REVENUE						
8650 Portable Fees Cnty	\$1,892,887	\$1,892,887	\$0	\$1,498,536	\$394,351	79%
8650 Portable Fees Waived - Covid 19	\$0	(\$78,870)	\$0	\$0	(\$78,870)	0%
8660 Interest Income Cnty	\$48,645	\$48,645	\$0	\$6,578	\$42,067	14%
Total Revenue:	\$1,941,532	\$1,862,662	\$0	\$1,505,113	\$357,548	81%
OPERATING EXPENDITURES						
4305 Program Supplies	\$0	\$0	\$0	\$0	\$0	0%
4305 Security Radio	\$3,670	\$3,670	\$0	\$0	\$3,670	0%
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$0	\$41,217	(\$1,217)	103%
5450 Insurance	\$92,762	\$92,762	\$0	\$103,699	(\$10,937)	112%
5500 Utilities	\$96,086	\$96,086	\$0	\$63,676	\$32,410	66%
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$0	\$0	\$40,000	0%
5810 Services/Contracts (Water testing Req)	\$0	\$28,000	\$0	\$0	\$28,000	0%
5811 Consultants	\$27,000	\$27,000	\$0	\$0	\$27,000	0%
5817 Scholarships	\$30,000	\$30,000	\$0	\$1,000	\$29,000	3%
5837 Interest Expense	\$2,200	\$2,200	\$0	(\$3,282)	\$5,482	-149%
5838 Audit	\$11,000	\$11,000	\$0	\$12,000	(\$1,000)	109%
5861 Facilities & Financial Support / IUSD	\$84,000	\$84,000	\$0	\$49,000	\$35,000	58%
5862 Custodial Services	\$572,221	\$572,221	\$0	\$333,796	\$238,425	58%
5864 Program Coordination / City	\$371,500	\$371,500	\$0	\$147,761	\$223,739	40%
Total Operating Expenditures:	\$1,370,439	\$1,398,439	\$0	\$748,867	\$649,572	54%
Total Excess (Deficiency):	\$571,093	\$464,223	\$0	\$756,246		
CAPITAL EXPENDITURES						
6210 Building Improvement / \$25K Threshold	\$125,000	\$125,000	\$0	\$13,330	\$111,670	11%
6230 Portables (Replacement/New)	\$0	\$0	\$0	\$0	\$0	0%
5862 Custodial Vehicles	\$0	\$0	\$0	\$0	\$0	0%
7439 Debt Service	\$135,173	\$135,173	\$0	\$78,851	\$56,322	58%
Total Capital Expenditures:	\$260,173	\$260,173	\$0	\$92,181	\$167,992	35%
Net Increase (Decrease):	\$310,921	\$204,050		\$664,065		
Beginning Balance, July 1	\$1,141,154	\$1,141,154		\$1,141,154		
Ending Balance, June 30	\$1,452,075	\$1,345,204		\$1,805,219		
Components of Ending Balance:						
Capital Facilities (Modular Replacement) Reserve	\$1,403,157	\$1,295,445		\$1,779,987		
3% Operation Reserve	\$48,918	\$49,758		\$25,231		

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of April 30, 2022

Fiscal Year 2021-22 Budget

GRANT PROGRAM FUNDS	2021-22 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
STATE GRANT/CDD						
COST CENTER 005501						
REVENUE						
8290 Child Development Apportionments	\$500,000	\$367,893	\$0	\$231,923	\$135,970	63%
8590 Other State Revenue	\$500,000	\$780,016	\$0	\$576,897	\$203,119	74%
Total Revenue:	\$1,000,000	\$1,147,909	\$0	\$808,820	\$339,089	70%
EXPENDITURES						
5810 Serv./Contracts	\$1,000,000	\$1,147,909	\$0	\$464,900	\$683,009	40%
Total Expenditures:	\$1,000,000	\$1,147,909	\$0	\$464,900	\$683,009	40%
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$343,919		
LOCAL GRANT / Irvine Childrens Fund (ICF)						
COST CENTER 005712						
REVENUE						
8699 All Other Fees & Contracts/ICF	\$19,611	\$23,881	\$0	\$23,880	\$0	100%
8290 Other Revenue/CDBG	\$1,040,210	\$1,040,210	\$0	\$211,361	\$828,849	20%
Total Revenue:	\$1,059,821	\$1,064,091	\$0	\$235,241	\$828,849	22%
EXPENDITURES						
5817 Scholarships	\$1,059,821	\$1,064,091	\$0	\$203,241	\$860,850	19%
Total Expenditures:	\$1,059,821	\$1,064,091	\$0	\$203,241	\$860,850	19%
Fund Balance (U):	\$0	\$0	\$0	\$32,000		
GRANT PROGRAM FUND SUMMARY						
REVENUE	\$2,059,821	\$2,212,000	\$0	\$1,044,061	\$1,167,939	47%
EXPENDITURES	\$2,059,821	\$2,212,000	\$0	\$668,141	\$1,543,858	30%
Total Excess (Deficiency):	\$0	\$0	\$0	\$375,920		
Beginning Balance, July 1	\$0	\$0	\$0	\$0		
Ending Balance, June 30	\$0	\$0	\$0	\$375,920		
TOTAL ICCP FUND BALANCE:	\$1,452,074	\$1,345,204	\$0	\$2,181,147		
(Operating Fund + Grant Program Funds)						

ITEM 1.2

ICCP ADMINISTRATOR'S REPORT

Irvine Child Care Project Administrator's Report
June 13, 2022

Scholarships/Financial Assistance:

- ICCP Scholarships funded by the Irvine Children's Fund:
 - ICCP Coronavirus Scholarship
 - Rolling application period through length of contract or until all funds are allocated.
 - 2022-23 ICCP Scholarship
 - Application will be available to the public the week of June 20, 2022
 - 2021-22 ICCP Scholarship Clients had priority application period to support consistency of care for children
- Children's Home Society of California (CHS) offers subsidized child care programs to assist income eligible families with all or part of their child care expenses. CHS has received an increase of funding and is currently enrolling new families. The application is available online at cityofirvine.org/child-care-development.

Program Quality:

- City of Irvine continues to provide a list of upcoming professional development events on the online Training Calendar, and links to On-Demand Training and Resources on the City of Irvine's [Child Care & Development website](#).
- City staff members continue to provide technical support to ICCP providers on an as needed basis.
- City staff will conduct a Request for Proposal to select a Program Quality Consultant for the 2022-23 Fiscal Year

2. CONSENT CALENDAR

ITEM 2.1

MINUTES



MINUTES

IRVINE CHILD CARE PROJECT REGULAR MEETING

May 9, 2022
8:30 AM

Irvine City Hall, B203
1 Civic Center Plaza
Irvine, CA 92604

CALL TO ORDER

The regular meeting of the Irvine Child Care Project (ICCP) was called to order at 8:35 a.m. by President Yu.

ROLL CALL

Present:	4	BOARD MEMBER:	Sandra Salcedo
		CLERK:	Stephanie Bynon
		VICE PRESIDENT:	Alan Battenfield
		PRESIDENT:	Cyril Yu
Absent:	1	BOARD MEMBER:	Tammy Kim

PLEDGE OF ALLEGIANCE

President Yu led the Pledge of Allegiance.

PUBLIC COMMENTS – AGENDIZED ITEMS

There were no public comments on agendized items.

PUBLIC COMMENTS – NON-AGENDIZED ITEMS

Sharon Wellikson, Executive Director, Irvine Children's Fund & Irvine Junior Games, invited Board Members to attend the Irvine Junior Games which will be held on May 15, 2022.

INTRODUCTIONS

There were no introductions.

ANNOUNCEMENTS

Traci Stubbler, ICCP Administrator, announced the ICCP Agenda items have been rearranged to align with the City's current public meeting protocols.

1. BOARD REPORTS

1.1 FINANCIAL REPORT

ACTION:
Received and Filed.

1.2 ADMINISTRATOR'S REPORT

Discussion Included: Board President Yu asked if any ICCP providers are in the process of obtaining preschool child care licenses to provide care for the younger children who are now age eligible to attend IUSD's Pre-Kindergarten. Traci Stubbler, ICCP Administrator, advised that further conversation with the District regarding access to additional space for child care would be needed as ICCP providers would not be able to obtain preschool licenses for their existing spaces.

ACTION:
Received and Filed.

ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

2. CONSENT CALENDAR

ACTION:
Moved by Vice President Battenfield, seconded by Clerk Bynon, and unanimously carried by those members present (Board Member Kim absent), to approve Consent Calendar items 2.1 through 2.13.

2.1 MINUTES

ACTION:
Approved the minutes of the Irvine Child Care Project meeting held on March 14, 2022.

2.2 MINUTES

ACTION:
Approved the minutes of the Special Irvine Child Care Project meeting held on April 12, 2022.

2.3 WARRANT REQUEST – CATALYST FAMILY INC.

ACTION:

Approved payment of \$79,044.21 to Catalyst Family Inc. for child care development services for March 1-31, 2022.

2.4 WARRANT REQUEST – IRVINE CHILDREN’S FUND (ICF) SCHOLARSHIPS

ACTION:

Approved payments for warrants totaling the amount of \$12,784.00 (ICF) for child care services for March 1-31, 2022 funded by ICF scholarships.

- \$ 2,926.50 to Catalyst Family Inc. (ICF)
- \$ 397.50 to Creekers Club (ICF)
- \$ 00.00 to Dolphin Club
- \$ 00.00 to Kids Stuff
- \$ 9,460.00 to Rainbow Rising (ICF)

2.5 WARRANT REQUEST – IRVINE CHILDREN’S FUND CORONAVIRUS (CV) SCHOLARSHIPS

ACTION:

Approved payments for warrants totaling the amount of \$23,277.61 (CDBG-CV) for child care services for March 1-31, 2022 funded by CV scholarships.

- \$ 5,524.86 to Catalyst Family Inc. (CDBG-CV)
- \$ 483.75 to Creekers Club (CDBG-CV)
- \$ 1,150.00 to Dolphin Club (CDBG-CV)
- \$ 652.50 to Kids Stuff (CDBG-CV)
- \$15,466.50 to Rainbow Rising (CDBG-CV)

2.6 WARRANT REQUEST – IRVINE CHILD CARE PROJECT SCHOLARSHIPS

ACTION:

Approved payments for warrants totaling the amount of \$948.80 for child care services for March 1-31, 2022 funded by ICCP scholarships.

- \$ 00.00 to Catalyst Family Inc.
- \$ 00.00 to Creekers Club
- \$ 00.00 to Dolphin Club
- \$ 00.00 to Kids Stuff
- \$ 948.80 to Rainbow Rising (ICCP)

2.7 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

ACTION:

Approved payment of \$73,956.67 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of March 2022.

- \$47,685.08 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 8,007.17 for Utilities
- \$ 7,000.00 for Facilities & Financial Support

2.8 WARRANT REQUEST – CITY OF IRVINE

ACTION:

Approved payment of \$21,278.91 to the City of Irvine for Program and Grant Administration for the month of March 2022.

- \$ 19,698.02 for Program Administration
- \$ 1,580.89 for Grant Administration

2.9 ICCP EXPENSES PAID BY IUSD

ACTION:

Reviewed and accepted attached invoices in the total amount of \$22,411.00 paid by IUSD on behalf of ICCP.

2.10 ICCP PAYMENTS ISSUED APRIL 2022

ACTION:

Received and filed attached record of payments issued April 2022 for service month February 2022.

2.11 DEPOSIT OF STATE GRANT APPORTIONMENT

ACTION:

Authorized the deposit of grant funds from the California Department of Social Services into the appropriate account as follows:

- \$ 5,983.00 01-005-50100-8290
- \$ 38,701.00 01-005-50100-8290
- \$ 17,790.00 01-005-50100-8290
- \$ 132,460.00 01-005-50100-8590

2.12 DEPOSIT OF SCHOLARSHIP FUNDS FROM ICF

ACTION:

Authorized the deposit of funds from ICF into the appropriate account as follows:

- \$ 24,524.75 01-005-712-00-8290

2.13 DEPOSIT OF CDBG-CV SCHOLARSHIP FUNDS FROM ICF

ACTION:

Authorized the deposit of funds from ICF into the appropriate account as follows:

- \$ 47,780.40 01-005-712-00-8699

3. BOARD BUSINESS

3.1 DETERMINATION OF FY 2022-23 GENERAL CHILD CARE AND DEVELOPMENT GRANT ADMINISTRATIVE FEE

ACTION:

Moved by Clerk Bynon, seconded by Vice President Battenfield, and unanimously carried by those members present (Board Member Kim absent), to approve a 2% Administrative Fee for the CCTR grant for FY 2022-23.

3.2 DETERMINATION OF FY 2022-23 CHILD CARE PROVIDER RENTAL RATE

ACTION:

Moved by Vice President Battenfield, seconded by Board Member Salcedo, and unanimously carried by those members present (Board Member Kim absent), to approve the current rental rate with no change for FY 2022-23.

3.3 PROPOSED BUDGET FOR FY 2022-23 WITH MULTI-YEAR BUDGET PROJECTIONS

Discussion Included: President Yu questioned why safety and security line item is \$9,000 for FY 2022-23 and decreases to \$1,600 subsequent years; John Fogarty indicated the increase in line item accounts for AED units for new site, Solis Park, and other sites where needed.

ACTION:

Submitted for the Board's review and discussion.

ADJOURNMENT

Moved by President Yu, seconded by Vice President Battenfield, and unanimously carried by those members present (Board Member Kim absent), to adjourn the meeting at 8:53 a.m.

CYRIL YU, PRESIDENT
IRVINE CHILD CARE PROJECT

SHANE DINEEN
RECORDING SECRETARY

Date Approved: _____

ITEM 2.2

**WARRANT REQUEST – CATALYST FAMILY
INC.**

IRVINE CHILD CARE PROJECT

TOPIC: **WARRANT REQUEST – CATALYST FAMILY INC.**

DESCRIPTION: Catalyst Family Inc. has submitted an invoice in the amount of **\$77,022.74** for child care development services for the month of **April 2022**. This provider served a total of 93 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of **\$77,022.74** are submitted for the Board's review and approval.

RECOMMENDATION: Approve payment of **\$77,022.74** to Catalyst Family Inc. for child care development services for April 1-30, 2022.

IRVINE CHILD CARE PROJECT

DATE: June 13, 2022

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$77,022.74
	TOTAL	\$77,022.74

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	\$77,022.74
TOTAL	\$77,022.74

**ATTENDANCE SUMMARY
CERTIFIED CHILDREN**

STATE GRANT

**April 2022
(21 days of service)**

CATALYST FAMILY INC.:

Stonegate	2	children served
	32	child days of enrollment
Oak Creek	11	children served
	199	child days of enrollment
Vista Verde	0	children served
	0	child days of enrollment
Plaza Vista	35	children served
	655	child days of enrollment
Canyon View	8	children served
	168	child days of enrollment
Turtle Rock	7	children served
	134	child days of enrollment
Springbrook	4	children served
	56	child days of enrollment
Deerfield	14	children served
	235	child days of enrollment
University Park	12	children served
	220	child days of enrollment
<u>TOTALS:</u>	93	children served
	1,699	child days of enrollment
<u>YEAR-TO-DATE:</u>	868	children served
	15,169	child days of enrollment



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

INVOICE NUMBER
5040-APR22

DATE: May 9, 2022

SOLD TO: Irvine Child Care Project
 14341 Yale Avenue

 Irvine, CA 92604

 Attention: Traci Stubler

DESCRIPTION	PRICE	AMOUNT
General child development services provided in period <u>April 1, 2022</u> through <u>April 30, 2022</u>		
Fiscal Year 2021-2022 Contract Type: CCTR-1167		
Service fees of <u>1,282.45</u> days @ \$61.26	\$78,563.19	
Less Certified Parent fees	\$0.00	
Contract earnings to District	\$78,563.19	
Adjustment for District Indirect Cost $78,563.19 \div 1.02 =$	\$1,540.46	
Balance due to Catalyst Family Inc.		<u>\$77,022.74</u>
<u>Billing Summary:</u>		
Cumulative Prior Period Amount Billed	\$601,297.17	
Current Period Billing	<u>\$77,022.74</u>	
Cumulative Fiscal Year Amount Billed	\$678,319.91	
Contract Maximum Billable	\$1,125,400.98	
Available remaining balance	\$447,081.07	

ITEM 2.3

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

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUESTS – IRVINE CHILDREN’S FUND (ICF) SCHOLARSHIPS

DESCRIPTION: Warrant requests in the amount of **\$12,859.00 (ICF)** are submitted for the Board’s review and approval for ICF Scholarships during the month of **April 2022**. The warrants to be issued are as follows:

\$2,926.50 to Catalyst Family Inc. **(ICF)**

\$472.50 to Creekers Club **(ICF)**

\$00.00 to Dolphin Club

\$00.00 to Kids Stuff

\$9,460.00 to Rainbow Rising **(ICF)**

A site-by-site breakdown follows.

RECOMMENDATION: Approve payments for warrants totaling the amount of **\$12,859.00 (ICF)** for child care services for April 1-30, 2022 funded by ICF scholarships.

IRVINE CHILD CARE PROJECT

DATE: June 13, 2022

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	\$2,926.50
CREEKERS CLUB	00571259-5817	\$472.50
DOLPHIN CLUB	00571259-5817	\$00.00
KIDS STUFF	00571259-5817	\$00.00
RAINBOW RISING	00571259-5817	\$9,460.00
	TOTAL	\$12,859.00

ATTENDANCE SUMMARY
IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM
April 2022

<i>Alderwood</i>	0 children served
<i>Beacon Park</i>	2 children served
<i>Bonita Canyon</i>	1 children served
<i>Brywood</i>	0 children served
<i>Cadence Park</i>	0 children served
<i>Canyon View</i>	0 children served
<i>College Park</i>	0 children served
<i>Culverdale</i>	6 children served
<i>Cypress Village</i>	0 children served
<i>Deerfield</i>	0 children served
<i>Eastshore</i>	0 children served
<i>Eastwood</i>	2 children served
<i>Greentree</i>	0 children served
<i>Loma Ridge</i>	0 children served

<i>Meadow Park</i>	2 children served
<i>Northwood</i>	2 children served
<i>Oak Creek</i>	0 children served
<i>Plaza Vista</i>	1 children served
<i>Portola Springs</i>	3 children served
<i>Santiago Hills</i>	0 children served
<i>Springbrook</i>	0 children served
<i>Stone Creek</i>	1 children served
<i>Stonegate</i>	0 children served
<i>Turtle Rock</i>	0 children served
<i>University Park</i>	1 children served
<i>Vista Verde</i>	1 children served
<i>Westpark</i>	0 children served
<i>Woodbury</i>	1 children served

April 2022:

Number of Children Served: 23
Number of Child Days of Enrollment: 392
Number of Sites Served: 12
Funds Awarded: \$12,859.00
Number of Children Added to Program This Month: 0
Number of Children Removed From Program This Month: 0
Number of Children On Waiting List: 0

Year-to-Date:

Number of Children Served: 24
Number of Child Days of Enrollment: 3,252
Number of Sites Served: 13
Funds Awarded: \$109,912.50

**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Plaza Vista	\$305.50 (ICF)
University Park	\$1,097.00 (ICF)
Vista Verde	\$900.00 (ICF)
Woodbury	\$624.00 (ICF)
Total Amount due to Catalyst Family Inc.:	\$2,926.50 (ICF)

**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the **Creeker's Club** program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Stone Creek	\$472.50 (ICF)
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Total Amount due to Creeker's Club:	\$472.50 (ICF)
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**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the Rainbow Rising program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Beacon Park	\$932.50	(ICF)
Bonita Canyon	\$390.00	(ICF)
Culverdale	\$3,815.00	(ICF)
Eastwood	\$805.00	(ICF)
Meadow Park	\$1,207.50	(ICF)
Northwood	\$765.00	(ICF)
Portola Springs	\$1,545.00	(ICF)
Total Amount due to Rainbow Rising:	\$9,460.00	(ICF)

ITEM 2.4

**WARRANT REQUESTS – IRVINE
CHILDREN’S FUND CORONAVIRUS (CV)
SCHOLARSHIPS**

IRVINE CHILD CARE PROJECT

**TOPIC: WARRANT REQUESTS – IRVINE CHILDREN’S FUND
CORONAVIRUS (CV) SCHOLARSHIPS**

DESCRIPTION: Warrant requests in the amount of **\$23,646.07 (CDBG-CV)** are submitted for the Board’s review and approval for ICF-CV Scholarships during the month of **April 2022**. The warrants to be issued are as follows:

\$5,700.11 to Catalyst Family Inc. **(CDBG-CV)**

\$596.25 to Creekers Club **(CDBG-CV)**

\$1,175.00 to Dolphin Club **(CDBG-CV)**

\$652.50 to Kids Stuff **(CDBG-CV)**

\$15,522.21 to Rainbow Rising **(CDBG-CV)**

A site-by-site breakdown follows.

RECOMMENDATION: Approve payments for warrants totaling the amount of **\$23,646.07 (CDBG-CV)** for child care services for April 1-30, 2022 funded by ICF-CV scholarships.

**IRVINE CHILD CARE PROJECT
IRVINE CHILDREN'S FUND CORONAVIRUS SCHOLARSHIP PROGRAM**

DATE: June 13, 2022

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	\$5,700.11
CREEKERS CLUB	00571259-5817	\$596.25
DOLPHIN CLUB	00571259-5817	\$1,175.00
KIDS STUFF	00571259-5817	\$652.50
RAINBOW RISING	00571259-5817	\$15,522.21
	TOTAL	\$23,646.07

ATTENDANCE SUMMARY
IRVINE CHILDREN'S FUND CORONAVIRUS SCHOLARSHIP PROGRAM
April 2022

<i>Alderwood</i>	2 children served
<i>Beacon Park</i>	1 children served
<i>Bonita Canyon</i>	1 children served
<i>Brywood</i>	1 children served
<i>Cadence Park</i>	1 children served
<i>Canyon View</i>	0 children served
<i>College Park</i>	0 children served
<i>Culverdale</i>	7 children served
<i>Cypress Village</i>	2 children served
<i>Deerfield</i>	1 children served
<i>Eastshore</i>	2 children served
<i>Eastwood</i>	1 children served
<i>Greentree</i>	1 children served
<i>Loma Ridge</i>	0 children served

<i>Meadow Park</i>	4 children served
<i>Northwood</i>	6 children served
<i>Oak Creek</i>	0 children served
<i>Plaza Vista</i>	3 children served
<i>Portola Springs</i>	2 children served
<i>Santiago Hills</i>	0 children served
<i>Springbrook</i>	0 children served
<i>Stone Creek</i>	1 children served
<i>Stonegate</i>	0 children served
<i>Turtle Rock</i>	0 children served
<i>University Park</i>	1 children served
<i>Vista Verde</i>	0 children served
<i>Westpark</i>	3 children served
<i>Woodbury</i>	3 children served

April 2022:

Number of Children Served: 43
Number of Child Days of Enrollment: 644
Number of Sites Served: 19
Funds Awarded: \$23,646.07
Number of Children Added to Program This Month: 1
Number of Children Removed From Program This Month: 0
Number of Children On Waiting List: 0

Year-to-Date:

Number of Children Served: 46
Number of Child Days of Enrollment: 5,725
Number of Sites Served: 22
Funds Awarded: \$197,895.36

**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
CORONAVIRUS (CV) SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Deerfield	\$811.00	(CDBG-CV)
Plaza Vista	\$1,561.43	(CDBG-CV)
University Park	\$1,186.00	(CDBG-CV)
Woodbury	\$2,141.68	(CDBG-CV)
Total Amount due to Catalyst Family Inc.:	\$5,700.11	(CDBG-CV)

**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
CORONAVIRUS (CV) SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the **Creeker's Club** program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Stone Creek	\$596.25	(CDBG-CV)
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Total Amount due to Creeker's Club:	\$596.25	(CDBG-CV)
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**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
CORONAVIRUS (CV) SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the **Dolphin Club.** program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Eastshore	\$1,175.00 (CDBG-CV)
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Total Amount due to Dolphin Club:	\$1,175.00 (CDBG-CV)
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**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
CORONAVIRUS (CV) SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the **Kids Stuff.** program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Brywood \$652.50 (CDBG-CV)

**Total Amount due to
Kids Stuff: \$652.50 (CDBG-CV)**

**IRVINE CHILD CARE PROJECT / IRVINE CHILDREN'S FUND
CORONAVIRUS (CV) SCHOLARSHIP PROGRAM
INVOICE**

May 2022

Invoice to the Irvine Child Care Project, One Civic Center Plaza, Irvine, CA 92623-9575

Long Term scholarships awarded to the students in the Rainbow Rising program operating at the following schools in Irvine, for **April 2022**, reimbursement amounts of:

Alderwood	\$399.71	(CDBG-CV)
Beacon Park	\$390.00	(CDBG-CV)
Bonita Canyon	\$480.00	(CDBG-CV)
Cadence Park	\$607.50	(CDBG-CV)
Culverdale	\$3,110.00	(CDBG-CV)
Cypress Village	\$450.00	(CDBG-CV)
Eastwood	\$810.00	(CDBG-CV)
Greentree	\$607.50	(CDBG-CV)
Meadow Park	\$2,265.00	(CDBG-CV)
Northwood	\$2,575.00	(CDBG-CV)
Portola Springs	\$1,257.50	(CDBG-CV)
Westpark	\$2,570.00	(CDBG-CV)
Total Amount due to Rainbow Rising:	\$15,522.21	(CDBG-CV)

ITEM 2.5

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

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUESTS – IRVINE CHILD CARE PROJECT (ICCP) SCHOLARSHIPS

DESCRIPTION: Warrant requests in the amount of **\$1,010.00** are submitted for the Board’s review and approval for ICCP Scholarships during the month of **April 2022**. The warrants to be issued are as follows:

\$00.00 to Catalyst Family Inc.

\$00.00 to Creekers Club

\$00.00 to Dolphin Club

\$00.00 to Kids Stuff

\$1,010.00 to Rainbow Rising (**ICCP**)

A site-by-site breakdown follows.

RECOMMENDATION: Approve payments for warrants totaling the amount of **\$1,010.00** for child care services for April 1-30, 2022 funded by ICCP scholarships.

**IRVINE CHILD CARE PROJECT
SCHOLARSHIP PROGRAM**

DATE: June 13, 2022

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	\$00.00
CREEKERS CLUB	00571259-5817	\$00.00
DOLPHIN CLUB	00571259-5817	\$00.00
KIDS STUFF	00571259-5817	\$00.00
RAINBOW RISING	00571259-5817	\$1,010.00
	TOTAL	\$1,010.00

ITEM 2.6

**WARRANT REQUESTS – IRVINE UNIFIED
SCHOOL DISTRICT (IUSD)**

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

DESCRIPTION: IUSD has submitted an invoice for the Board’s review and approval in the amount of **\$73,956.67** for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of April 2022.

The specific breakdown is as follows:

\$47,685.08 for Custodial Services
\$675.00 for Custodial Equip Amortization
\$10,589.42 for Payment of Portable Purchase
\$8,007.17 for Utilities
\$7,000.00 for Facilities & Financial Support

RECOMMENDATION: Approve payment of **\$73,956.67** for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of April 2022.

IRVINE CHILD CARE PROJECT

DATE: June 13, 2022

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	00571059-5862	\$47,685.08
IUSD	00571081-7439	\$675.00
IUSD	00571081-7439	\$10,589.42
IUSD	00571081-5500	\$8,007.17
IUSD	00571059-5861	\$7,000.00
	TOTAL	\$73,956.67

EXPENDITURE CLASSIFICATION SUMMARY

00571059-5862	\$47,685.08
00571081-7439	\$675.00
00571081-7439	\$10,589.42
00571081-5500	\$8,007.17
00571059-5861	\$7,000.00
TOTAL	\$73,956.67



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:	75RI0104
DIVISION:	75GN
TERM:	2122
INVOICE DATE:	04/01/22
DUE DATE:	04/30/22
AMOUNT DUE	\$73,956.67

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	10589.42		0100000000 8953	APRIL 2022: Sale of IUSD owned Portables	10,589.42
2	1	8,007.17		0100000000 8650	APRIL 2022: Utilities	8,007.17
3	1	7,000.00		0100000000 8699	APRIL 2022: Facilities & Financial Support Svcs	7,000.00
4	1	675.00		0100000000 8699	APRIL 2022: Custodian Equip	675.00
5	1	47685.08		0100505400 8699	APRIL 2022: Custodian Svcs	47,685.08
						Tax
INVOICE TOTAL						\$73,956.67

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 75RI0104
DIV: 75GN
TERM: 2122
Due Date 04/30/22
Amount Due \$73,956.67

Amount Paid \$ _____

ITEM 2.7

WARRANT REQUEST – CITY OF IRVINE

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 **\$32,186.87** for Program and Grant Administration for the month of April 2022.

The specific breakdown is as follows:

\$30,626.41 for Program Administration

\$1,560.46 for Grant Administration

RECOMMENDATION: Approve payment of **\$32,186.87** to the City of Irvine for Program and Grant Administration for the month of April 2022.

IRVINE CHILD CARE PROJECT

DATE: June 13, 2022

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	005710-59-5864	\$30,626.41
IUSD	005501-59-5810	\$1,560.46
IUSD	005710-59-5811	
IUSD	005710-59-4305	
	TOTAL	\$32,186.87

EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$30,626.41
005501-59-5810	\$1,560.46
005710-59-5811	
005710-59-4305	
TOTAL	\$32,186.87



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

CUSTOMER NO. C4604
INVOICE NO. 212396
INVOICE DATE 05/16/2022

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.

Original Amount \$32,186.87

APRIL 2022
 STAFFING: ADMINISTRATION = \$30,626.41
 STAFFING: GRANT ADMINISTRATION = \$1,560.46
 SUPPLIES = \$0
 DUPLICATING = \$0
 CONTRACT SERVICES PAID ON PCARD = \$0
 CONTRACT SERVICES = \$0
 LOCAL TRAVEL = \$0

 TOTAL \$32,186.87

Total Due: \$32,186.87

PAYMENT OPTIONS:



ELECTRONIC:

Bank of America
 275 S Valencia Ave, Brea CA 92823
 City of Irvine General Account
 ACH Routing: 121000358
 Bank Account: 14330-00006
 ** Include Invoice and Customer Number
 in payment details section



CREDIT/DEBIT CARDS:

Please pay online at:
<https://arpayments.cityofirvine.org>



SEND CHECKS TO:

Finance Department
 PO Box 19575, Irvine CA 92623-9575
 ** Include Payment Slip with check

PAYMENT SLIP

CUSTOMER #: C4604
INVOICE #: 212396
INVOICE DATE: 05/16/2022
TOTAL AMOUNT DUE: \$32,186.87

TOTAL PAYMENT:
 \$ _____

ITEM 2.8

**DEPOSIT OF SCHOLARSHIP FUNDS FROM
IRVINE CHILDREN'S FUND (ICF)**

IRVINE CHILD CARE PROJECT

TOPIC: **DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)**

DESCRIPTION: The Irvine Child Care Project has received a check in the amount of \$12,784.00 CDBG/ICF for scholarships awarded in March of 2022.

\$12,784.00 March 2022

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

\$12,784.00 01-005-712-00-8290

Irvine



Project

BOARD
CYRIL YU, President
ALAN BATTENFIELD, Vice President
STEPHANIE BYNON, Clerk
TAMMY KIM, Member
SANDRA SALCEDO, Member

April 19, 2022

TO: Becky Meyers

**FROM: TRACI STUBBLER
ICCP ADMINISTRATOR**

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5120 for \$12,784.00 from the Irvine Children's Fund (ICF) for services in the month of March 2022.

Please deposit into the following account as follows:

\$12,784.00 **CDBG/ICF** deposit to account # 01-005-712-8290

Submitted for your action.

Thanks for your help,

Traci Stubbler
ICCP Administrator



Irvine Children's Fund

Irvine Children's Fund

Board of Directors

ICF President

Lauren S. Brooks
IUSD Board of Education

ICF Immediate Past President

Greg S. Goodrich
Wells Fargo Advisors

ICF Vice President

Kelly Reynolds
HOAG Irvine

ICF Secretary

Susan Whittaker
Whittaker Planning Services

ICF Treasurer

Wendy Bokota
Irvine Prevention Coalition

Marcy Brown

ICF Past President
HOAG

Anthony Kuo

Irvine City Council

Ryan Martz

Ryan Martz Events

Mary D. Miller

Citizens Business Bank

Rob Poetsch

Taco Bell

Kelly Reynolds

HOAG Irvine

Sheri Reynolds

SPLATT Design

Honorary

Dan Borland

Pacific Premier Bank

Stan Machesky

Irvine Unified School District

Michael Means

KLAA-AM 830, Retired

Ex Officio

Farrah Khan

Mayor
City of Irvine

Terry Walker

Superintendent
Irvine Unified School District

Sharon Wellikson

Executive Director
Irvine Junior Games
Irvine Children's Fund

Theresa Collins

Director
Irvine Junior Games
Irvine Children's Fund

Cyril Yu

President

Irvine Child Care Project

14341 Yale Avenue

Irvine, CA 92604

Dear President Yu:

Enclosed please find:

Check #5120 in the amount of \$12,784.00 for the before and after school child care scholarships provided in March 2022.

The scholarship funding of \$12,784.00 is from ICF funds.

The \$12,784.00 provided scholarships for 23 children at 12 child care sites for 450 child care days. Through March 2022, child care scholarships totaling \$97,053.50 provided 24 child care scholarships at 13 child care sites for a total of 2,860 child care days.

There are 2 children that are income qualified for funding that are on the waiting list to receive child care scholarship funding.

Sincerely,

Lauren S. Brooks
President
Irvine Children's Fund

Sharon Wellikson
Irvine Children's Fund

C: Traci Stubbler and Shane Dineen, ICCP
John Fogarty, ICCP Treasurer

2021 - 2022 Before and After School Child Care Scholarship Funds					
Month 2021 - 2022	ICF Funds 2021-2022	CDBG Funds 2021 - 2022	Total	Child Care Days	Check #
July 2021	\$0.00	\$9,176.25	\$9,176.25	205	#5088
August 2021	\$ 0.00	\$9,181.75	\$9,181.75	271	#5090
September 2021	\$ 0.00	\$9,637.00	\$9,637.00	310	#5095
October 2021	\$ 0.00	\$9,534.50	\$9,534.50	299	# 5101
November 2021	\$0.00	\$9,674.50	\$9,674.50	279	#5104
December 2021	\$0.00	\$12,540.75	\$12,540.75	299	#5106
January 2022	\$11,095.25	\$644.25	\$11,739.50	361	#5110
February 2022	\$12,785.25	\$0.00	\$12,785.25	386	#5117
March 2022	\$12,784.00	\$0.00	\$12,784.00	450	#5120
April 2022	\$	\$	\$		#
May 2022	\$	\$	\$		#
June 2022	\$	\$	\$		#
Total	\$36,664.50	\$60,389.00	\$97,053.50	2,860	

ITEM 2.9

**DEPOSIT OF CDBG-CV SCHOLARSHIP
FUNDS FROM IRVINE CHILDREN'S FUND
(ICF)**

IRVINE CHILD CARE PROJECT

TOPIC: **DEPOSIT OF CDBG-CV SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)**

DESCRIPTION: The Irvine Child Care Project has received a check in the amount of \$23,277.61 for CDBG-CV scholarships awarded in March 2022.

\$23,277.61 March 2022

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

\$23,277.61 01-005-712-00-8290

Irvine



Project

BOARD
CYRIL YU, President
ALAN BATTENFIELD, Vice President
STEPHANIE BYNON, Clerk
TAMMY KIM, Member
SANDRA SALCEDO, Member

April 19, 2022

TO: Becky Meyers

FROM: TRACI STUBBLER
ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5119 in the amount of \$23,277.61 (CDBG-CV) from the Irvine Children's Fund (ICF) for the service month of March 2022.

Please deposit into the following account as follows:

\$ 23,277.61 **CDBG-CV/ICF** – deposit to account # 01-005-712-00-8290

Submitted for your action.

Thanks for your help,

A handwritten signature in blue ink that reads 'Traci Stubbler'.

Traci Stubbler
ICCP Administrator



Irvine Children's Fund

Irvine Children's Fund
Children Helping Children

Board of Directors

ICF President

Lauren S. Brooks

IUSD Board of Education

ICF Immediate Past President

Greg S. Goodrich

Wells Fargo Advisors

ICF Vice President

Kelly Reynolds

HOAG

ICF Secretary

Susan Whittaker

Whittaker Planning Services

ICF Treasurer

Wendy Bokota

Irvine Prevention Coalition

Marcy Brown

ICF Past President

HOAG

Anthony Kuo

Irvine City Council

Ryan Martz

Ryan Martz Events

Mary D. Miller

Past ICF President

Citizens Business Bank

Rob Poetsch

Taco Bell

Sheri Reynolds

SPLATT Design

Honorary

Dan Borland

Pacific Premier Bank

Stan Machesky

Irvine Unified School District

Michael Means

KLAA-AM 830, Retired

Ex Officio

Farrah Khan

Mayor

City of Irvine

Terry Walker

Superintendent

Irvine Unified School District

Sharon Wellikson

Executive Director

Irvine Junior Games

Irvine Children's Fund

Theresa Collins

Director

Irvine Junior Games

Irvine Children's Fund

Cyril Yu

President

Irvine Child Care Project

14341 Yale Avenue

Irvine, CA 92604

Dear ICCP President Yu:

Enclosed please find:

Check #5119 in the amount of \$23,277.61 for the before and after school child care scholarships provided in March 2022.

The scholarship funding of \$23,277.61 is from the CDBG CV Grant and provided scholarships for 42 children at 19 child care sites for 827 child care days. Through March 31 2022, 45 children at 22 child care sites have received CDBG CV scholarship funding for a total of \$174,249.29. This CDBG CV grant through March provided funding for 5081 child care days.

Sincerely,

Lauren S. Brooks

President

Irvine Children's Fund

Sharon Wellikson

Irvine Children's Fund

C: Traci Stubbler and Shane Dineen, ICCP
John Fogarty, ICCP Treasurer

CDBG CV Child Care Scholarship Funds \$979,821				
Scholarship Month	CDBG CV Funds	Children served	Child Care Days	Check #
June 2021	\$250.00	1 child at 1 child care site	3	#5084
July 2022	\$ 7,541.50	14 children at 8 child care sites	189	#5097
August	\$10,778.57	25 children at 10 child care sites	313	#5091
September	\$16,788.02	35 children at 15 child care sites	552	#5094
October	\$21,263.74	38 children at 16 child care sites	646	#5100
November	\$23,232.86	42 children at 18 child care sites	641	#5105
December	\$23,336.59	44 children at 19 child care sites	609	#5107
January 2022	\$24,425.29	44 children at 19 child care sites	645	#5109
February	\$23,355.11	43 children at 19 child care sites	656	#5118
March	\$23,277.61	42 children at 19 child care sites	827	#5119
April				
May				
June				
Total	\$174,249.29	45 children at 22 child care sites	5,081	

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM



IRVINE CHILDREN'S FUND
IRVINE JUNIOR GAMES
14301 YALE AVE
IRVINE, CA 92604-1901

WELLS FARGO BANK, N.A.
www.wellsfargo.com
11-4288/1210

5119

4/13/2022

Irvine Children's Fund

Irvine Child Care Project

PAY TO THE ORDER OF

Twenty-Three Thousand Two Hundred Seventy-Seven and 61/100*****

**23,277.61

DOLLARS

Traci Stubbler
Irvine Child Care Project
14341 Yale Ave
Irvine, CA 92604
MEMO CDBG CV March 2022



Traci Stubbler
AUTHORIZED SIGNATURE

⑆000005119⑆ ⑆121042882⑆ 8526717858⑆

5119

IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES

Irvine Child Care Project

ICF:PROGRAMS:SCHOLARSHIPS:CDBG C March 2022

4/13/2022

23,277.61

CDBG CV
March 2022

Wells Fargo Checking 7 CDBG CV March 2022

23,277.61

Details on Back

Security Features Included

ITEM 2.10

**DEPOSIT OF STIPENDS FOR CHILD CARE
CONTRACTORS ISSUED PURSUANT TO
ASSEMBLY BILL (AB) 131**

IRVINE CHILD CARE PROJECT

TOPIC: **DEPOSIT OF STIPENDS FOR CHILD CARE CONTRACTORS ISSUED PURSUANT TO ASSEMBLY BILL (AB) 131**

DESCRIPTION: On October 20, 2021 the California Department of Social Services (CDSS) released Child Care Bulletin No. 21-12 notifying the Irvine Child Care Project (ICCP) that stipends in the amount of \$600 per enrolled child, as reported in March 2021, would be allocated to contracted child care providers pursuant to AB 131.

ICCP received a check in the total amount of \$30,000.

Catalyst Family Inc., the subcontracted direct service provider, will be submitting an invoice to ICCP in the amount of \$30,000 as the funds are intended to offset the increased cost of the care during the pandemic.

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

\$ 30,000.00 01-005-50100-8590

Irvine



BOARD
CYRIL YU, President
ALAN BATTENFIELD, Vice President
STEPHANIE BYNON, Clerk
TAMMY KIM, Member
SANDRA SALCEDO, Member

May 19, 2022

To: Becky Myers
From: Traci Stubbler
ICCP Administrator
Subject: Deposit of One Time AB 131 Stipend

I have enclosed a check from the California Department of Social Services in the amount of \$30,000. Per AB 131, flat rate stipends of \$600 were issued per child enrolled during the month of March 2021 (50 children x \$600 = \$30,000) to all subsidized child care contract holders.

Please deposit into the following accounts:

One Time AB131 Stipend:

\$30,000 Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

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

Traci Stubbler
ICCP Administrator

FoundationCCC
 1102 Q St
 Ste 4800
 Sacramento, CA 95811-6549

SUMMARY

PAGE: 1 OF 1
 DATE: 01/19/2022
 CHECK NUMBER: 2500003
 CHECK AMOUNT: \$30,000.00



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

29622616 - 00001



Stipends of \$600 for each child served by child care providers through the Stage One or Bridge Programs who was enrolled in their care in the month of March 2021 are part of an agreement between the State and Child Care Providers United-CA. The budget passed by the Legislature and signed by Governor Newsom includes these funds. Your check is attached. You must complete and submit a W-9 tax form and a federally required survey as part of this stipend payment process. For the Tax Form: please visit <http://bit.ly/3uAARJl> and fill out the required fields. For the survey please visit: https://www.surveymonkey.com/r/ARPA_. All personal information will be kept private. Questions? Visit our website at: <https://cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-stipends>, or contact the FoundationCCC at 866-470-6792 or email at ccstipend@foundationccc.org.

Los estipendios de \$600 por cada niño atendido por proveedores de cuidado infantil a través de los programas de Etapa Uno (Stage One) o el Programa Bridge, que se inscribió en su cuidado en el mes de marzo de 2021, son parte de un acuerdo entre el Estado y Child Care Providers United (Proveedores de Cuidado Infantil Unidos)-CA. El presupuesto aprobado por la Legislatura y firmado por el gobernador Newsom incluye estos fondos. Se adjunta su cheque. Debe completar y enviar un formulario de impuestos W-9 y una encuesta requerida por el gobierno federal como parte de este proceso de pago de estipendio. Para obtener el formulario de impuestos, por favor, vaya a <http://bit.ly/3uAARJl> y rellene los campos obligatorios. Para la encuesta: visite https://www.surveymonkey.com/r/ARPA_?lang=es. Toda la información personal se mantendrá privada. Tiene preguntas? Visite nuestra página web yendo a <https://cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-stipends>, o comuníquese con la FoundationCCC al 866-470-6792 o envíe un correo electrónico a ccstipend@foundationccc.org.

LPD101 - 29622616-000001-1/1-000

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES INCLUDE THERMOCHROMIC INK, MICROPRINTING, A VOID PANTOGRAPH, AND AN ARTIFICIAL WATERMARK AND SECURITY SCREEN ON THE BACK.



FoundationCCC
 1102 Q St
 Ste 4800
 Sacramento CA 95811-6549

90-2267/1211

2500003	01/19/2022
Check Number	Date

Amount
\$*****30,000.00

PAY EXACTLY ***30,000* DOLLARS AND * 00 * CENTS**

TO THE ORDER OF: IRVINE CHILD CARE PROJECT
 ONE CIVIC CENTER PLAZA
 PO BOX 19575
 IRVINE, CA 92623-9575



This Account Protected by Positive Pay
 VOID AFTER 180 DAYS

MEMO: 50 Children

⑈000 250000 3⑈ ⑆ 2 2 2 2 6 7 6 ⑆ 5 7 5 2 9 8 7 4 0 5 7 ⑈

ITEM 2.11

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

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: In order for Irvine Child Care Project (ICCP) to provide on-site child care to Beacon Park families at Beacon Park K-8 School Campus, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by 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, 2022 through June 30, 2023 is attached for the Board's approval.

The MOU was approved for signature at the May 24, 2022 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member 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, 2022 through June 30, 2023.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2022 (“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: _____

Cyril Yu
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 1st day of July, 2022 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 through last vacation day 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 program’s operation and compliance with the ICCP Quality Assessment Criteria and Licensee’s continued good standing with the State of California Community Care Licensing Division (CCLD). Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process and any citations by CCLD 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.

Exhibit “B”

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 addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria or CCLD, 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. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.) within the immediate vicinity of the portable during 6:30 a.m. to 6:30 p.m. hours of operation.
4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by 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.

Exhibit "B"

- (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.
- (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.

Exhibit “B”

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 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.

Exhibit "B"

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 2021-22 rates			

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 (1st) day of each month and received no later than the fifteenth (15th) 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.

Exhibit “B”

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 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.

Exhibit “B”

- 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 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,

Exhibit “B”

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. 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.

Exhibit "B"

- (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:

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.

Exhibit "B"

IX. CHOICE OF LAW

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

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

By: _____
President, Irvine Child Care Project

DATED: _____

LESSEE

Rainbow Rising Child Development Center

By: _____
Rick Porter

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 2022-23 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:

2022

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

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14	15	16	17	18	19	20
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28	29	30	31			

SEPTEMBER

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25	26	27	28	29	30		

OCTOBER

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30	31					

NOVEMBER

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DECEMBER

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25	26	27	28	29	30	31	

2023

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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28	29	30	31			

JUNE

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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 2.12

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

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: In order for Irvine Child Care Project (ICCP) to provide on-site child care to Cadence Park families at Cadence Park K-8 School Campus location, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by 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, 2022 through June 30, 2023 is attached for the Board's approval.

The MOU was approved for signature at the May 24, 2022 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member 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, 2022 through June 30, 2023.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2022 (“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

Date: _____

By: _____
John Fogarty
Assistant Superintendent, Business Services

IUSD Board Approved: _____

IRVINE CHILD CARE PROJECT

Date: _____

By: _____
Cyril Yu
President, Irvine Child Care Project

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 1st day of July, 2022 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 through last vacation day 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 program’s operation and compliance with the ICCP Quality Assessment Criteria and Licensee’s continued good standing with the State of California Community Care Licensing Division (CCLD). Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process and any citations by CCLD 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.

Exhibit “B”

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 addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria or CCLD, 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. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.) within the immediate vicinity of the portable during 6:30 a.m. to 6:30 p.m. hours of operation.
4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by 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.

Exhibit "B"

- (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.
- (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.

Exhibit “B”

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 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.

Exhibit "B"

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 2021-22 rates			

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 (1st) day of each month and received no later than the fifteenth (15th) 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.

Exhibit “B”

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 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.

Exhibit “B”

- 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 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,

Exhibit “B”

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 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:

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.

Exhibit "B"

IX. CHOICE OF LAW

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

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

By: _____
President, Irvine Child Care Project

DATED: _____

LESSEE

Rainbow Rising Child Development Center

By: _____
Rick Porter

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: Cadence Park School
750 Benchmark, Irvine, CA 92618

Exhibit “B”

EXHIBIT A

Schedule of Dates and Hours of Operation 2022-23 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:

2022

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

2023

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

ITEM 2.13

**MEMORANDUM OF UNDERSTANDING FOR
IRVINE CHILD CARE PROJECT USE OF
PERMANENT CHILD CARE BUILDINGS AT
SOLIS PARK K-8 SCHOOL CAMPUS**

IRVINE CHILD CARE PROJECT

TOPIC: **MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT USE OF PERMANENT CHILD CARE BUILDINGS AT SOLIS PARK K-8 SCHOOL CAMPUS**

DESCRIPTION: Solis Park K-8 school will open on August 18, 2022 for the 2022-23 school year. In order for Irvine Child Care Project (ICCP) to provide on-site child care to Solis Park families at this location, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The proposed Memorandum of Understanding (MOU), prepared by IUSD, outlining the roles and responsibilities of both ICCP and IUSD is attached for the Board's approval. The MOU is for the time period July 1, 2022 to June 30, 2023 and must be renewed annually by both parties.

The MOU was approved for signature at the May 24, 2022 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Solis Park K-8 school campus for the time period July 1, 2022 through June 30, 2023.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 18th day of August, 2022 (“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 Solis Park School campus.

SECTION 1 - LOCATION

The Solis Park School is a K-8 school campus located at 101 Abacus, 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 from the Effective Date through June 30, 2023 (“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: _____
Cyril Yu
President, Irvine Child Care Project

IUSD Board Approved: _____

ICCP Board Approved: _____

**IRVINE CHILD CARE PROJECT
AGREEMENT FOR USE OF FACILITIES**

SITE: Solis Park School

THIS AGREEMENT, made and entered into this 18th day of August, 2022 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 101 Abacus, 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. |

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 through last vacation day 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 program's operation and compliance with the ICCP Quality Assessment Criteria and Licensee's continued good standing with the State of California Community Care Licensing Division (CCLD). Lease renewal will be withheld until ICCP determines that any deficiencies identified during the annual Quality Assessment process and any citations by CCLD 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 addressed.

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria or CCLD, 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. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.) within the immediate vicinity of the portable during 6:30 a.m. to 6:30 p.m. hours of operation.
4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by 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.
- (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 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) For the period of August 18, 2022 through August 31, 2022, Lessee agrees to pay the ICCP the total prorated amount of \$2,927.58 (\$975.86 per classroom).
- (B) For the period of September 1, 2022 through June 30, 2023, Lessee also agrees to pay the ICCP per the minimum amount outlined in Table II.C.1, per month, per classroom, for use of the portables at the school site. The total monthly payment due is per Table II C. 1.
- (C) Lessee also agrees that the total annual amount paid to the ICCP shall be at least per Table II. C. 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. C. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 64,824.60
		August 2022:	\$ 2,927.58
		Total 2022-23:	\$ 67,752.18

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 (1st) day of each month and received no later than the fifteenth (15th) 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 from August 18, 2022 through June 30, 2023, 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 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 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 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:

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.

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: Solis Park School
101 Abacus, Irvine, CA 92618

EXHIBIT A

Schedule of Dates and Hours of Operation 2022-23 School Year

Provider: Rainbow Rising **Site:** Solis 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:

2022

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

2023

JANUARY

S	M	T	W	T	F	S
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15	16	17	18	19	20	21
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29	30	31				

FEBRUARY

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12	13	14	15	16	17	18
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26	27	28				

MARCH

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APRIL

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MAY

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JUNE

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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: Solis Park School

101 Abacus, Irvine, CA 92618

3. BOARD BUSINESS

ITEM 3.1

**ACCEPTANCE OF FUNDS AWARDED BY
THE IRVINE CHILDREN'S FUND TO
SUPPORT THE ICCP SCHOLARSHIP
PROGRAM FOR THE 2022-23 FISCAL YEAR**

IRVINE CHILD CARE PROJECT

TOPIC: **ACCEPTANCE OF FUNDS AWARDED BY THE IRVINE CHILDREN'S FUND TO SUPPORT THE ICCP SCHOLARSHIP PROGRAM FOR THE 2022-23 FISCAL YEAR.**

DESCRIPTION: The Irvine Children's Fund (ICF) has committed \$165,000 to fund school age child care scholarships for income eligible working families in Irvine for the 2022-23 Fiscal Year. This will include \$100,242 from ICF funds and \$64,758 from Community Development Block Grant (CDBG) 2022-23 Public Service funds.

The Irvine Child Care Project (ICCP) Scholarship program will continue to be administered by City staff ensuring adherence to all CDBG and ICF requirements. Quarterly and annual reports will be prepared in collaboration with ICF and submitted as required to the CDBG Analyst.

RECOMMENDATION: Accept the award of \$165,000 for the 2022-23 Fiscal Year from ICF to support the ICCP Scholarship Program.



Irvine Children's Fund

Irvine Children's Fund

Board of Directors

ICF President

Lauren S. Brooks

IUSD Board of Education

Immediate Past President

Greg S. Goodrich

Wells Fargo Advisors

Vice President

Kelly Reynolds

HOAG

Secretary

Susan Whittaker

Whittaker Planning Services

Treasurer

Wendy Bokota

Irvine Prevention Coalition

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Past ICF President

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Irvine City Council

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Past ICF President

Citizens Business Bank

Rob Poetsch

Taco Bell

Sheri Reynolds

SPLATT Design

Honorary

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Pacific Premier Bank

Stan Machesky

Irvine Unified School District

Michael Means

KLAA-830, Retired

Ex Officio

Mayor Farrah Khan

City of Irvine

Terry Walker

Superintendent

Irvine Unified School District

Sharon Wellikson

Executive Director

Irvine Junior Games

Irvine Children's Fund

Theresa Collins

Director

Irvine Junior Games

Irvine Children's Fund

Cyril Yu

President

Irvine Child Care Project

14341 Yale Ave.

Irvine, CA 92604

Dear Cyril:

The Irvine Children's Fund has committed \$165,000 to fund school age child care scholarships for extremely low – moderate income working families from Irvine from July 1, 2022 – June 30, 2023, at the 29 ICCP child care programs which includes the new Solis Park School. This will include \$100,242 from ICF funds and \$64,758 from CDBG 2022 - 2023 public service funds. In January 2021, due to greater financial needs of families accessing the child care programs, ICF increased the 50% scholarship to a sliding scale according to HUD income levels. The school age scholarship program will serve children in transitional kindergarten through 6th grade.

In addition, the Irvine Children's Fund received a one-time CDBG CV Coronavirus response grant in June 2021 that will continue to provide child care scholarship funding up to 3 years. The total CDBG-CV scholarship amount is \$979,821 This funding will continue be used for child care scholarships at the 29 ICCP child care programs according to the HUD guidelines for the grant and will expand the child care scholarship program to serve extremely low to moderate income families who have been negatively impacted by the pandemic.

The ICF Board would like to commend the child care programs for their exemplary programs for children in transitional kindergarten through 6th grade.

The Irvine Children's Fund is looking forward to working with the Irvine Child Care Project board and staff. ICF is very appreciative of the ICCP staff who work diligently to oversee the child care scholarships and the grants. In this pandemic time, everyone's efforts to provide child care and child care scholarships are even more important to working families in Irvine.

Sincerely,

Lauren S. Brooks

President

Irvine Children's Fund

Sharon Wellikson

Executive Director

Irvine Children's Fund

C: Traci Stubbler & Shane Dineen, ICCP

John Fogarty, ICCP Treasurer

ITEM 3.2

**IRVINE CHILD CARE PROJECT PROPOSED
BUDGET FOR FY 2022-23 WITH MULTI-
YEAR BUDGET PROJECTIONS**

IRVINE CHILD CARE PROJECT

TOPIC: **IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FY 2022-23 WITH MULTI-YEAR BUDGET PROJECTIONS**

DESCRIPTION: Submitted for the Board's review and approval is the proposed Irvine Child Care Project (ICCP) Budget for FY 2022-23 with Multi Year Budget Projection for FY 2023-24, FY 2024-25, and FY 2025-26.

RECOMMENDATION: Approve the FY 2022-23 Budget.

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2022-23 with Multi Year Budget Projection - No Rent Increase

OPERATING FUND	2021-22	2022-23	2023-24	2024-25	2025-26
Program Description	Estimated	Proposed	Projected	Projected	Projected
ICCP - Regular Programs	Actuals	Budget	Budget	Budget	Budget
REVENUE					
8650 Portable Fees Cnty	\$1,892,887	\$1,957,712	\$1,970,677	\$1,970,677	\$1,970,677
8650 Portable Fees Waived- Covid 19	(\$78,870) (1)	\$0	\$0	\$0	\$0
8660 Interest Income Cnty	\$8,800	\$9,497	\$9,560	\$9,560	\$9,560
Total Revenue:	\$1,822,817	\$1,967,209	\$1,980,237	\$1,980,237	\$1,980,237
OPERATING EXPENDITURES					
4305 Safety and Security	\$1,000	\$9,787 (2)	\$1,600 (2)	\$1,650 (2)	\$1,650 (2)
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$103,699	\$108,884	\$114,328	\$120,044	\$126,046
5500 Utilities	\$96,086	\$100,890	\$105,935	\$111,232	\$116,794
5601 Non-Cap Site/Bldg Improve./Rehab	\$20,000	\$40,000	\$40,000	\$40,000	\$40,000
5811 Consultants	\$0	\$65,000 (3)	\$65,000 (3)	\$65,000 (3)	\$65,000 (3)
5817 Scholarships	\$5,600	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$1,000	\$2,200	\$2,200	\$2,200	\$2,200
5838 Audit	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
5861 Facilities & Financial Support / IUSD	\$84,000	\$85,696 (4)	\$87,409 (4)	\$89,158 (4)	\$90,941 (4)
5862 Custodial Services	\$572,221	\$584,038 (5)	\$596,552 (5)	\$608,766 (5)	\$621,184 (5)
5864 Program Coordination / City	\$274,206	\$310,494 (6)	\$319,564 (6)	\$328,854 (6)	\$338,424 (6)
Total Operating Expenditures:	\$1,209,812	\$1,388,989	\$1,414,588	\$1,448,904	\$1,484,239
Total Excess (Deficiency):	\$613,005	\$578,220	\$565,649	\$531,333	\$495,998
CAPITAL EXPENDITURES					
6210 Building Improvement / \$5K Threshold	\$55,000	\$125,000	\$125,000	\$125,000	\$125,000
5862 Custodial Vehicles	\$0	\$35,000 (7)	\$0	\$35,000 (7)	\$0
7439 Debt Service	\$135,173	\$135,173 (8)	\$135,173 (8)	\$0 (8)	\$0 (8)
Total Capital Expenditures:	\$190,173	\$295,173	\$260,173	\$160,000	\$125,000
Net Increase (Decrease):	\$422,832	\$283,047	\$305,476	\$371,333	\$370,998
Beginning Balance, July 1	\$1,141,154	\$1,563,986	\$1,847,033	\$2,152,508	\$2,523,841
Ending Balance, June 30	\$1,563,986	\$1,847,033	\$2,152,508	\$2,523,841	\$2,894,839
Components of Ending Balance:					
Capital Facilities (Modular Replacement) Reserve	\$1,521,986	\$1,796,508	\$2,102,265	\$2,475,574	\$2,846,561
3% Operation Reserve	\$42,000	\$50,525	\$50,243	\$48,267	\$48,277

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2022-23 with Multi Year Budget Projection - No Rent Increase

GRANT PROGRAM FUNDS	2021-22	2022-23	2023-24	2024-25	2025-26
Program Description	Estimated Actuals	Proposed Budget	Projected Budget	Projected Budget	Projected Budget
STATE GRANT/CDD					
COST CENTER 005501					
REVENUE					
8290 Child Development Apportionments	\$284,174	\$374,281	\$374,281	\$374,281	\$374,281
8590 Other State Revenue	\$572,331	\$695,095	\$695,095	\$695,095	\$695,095
Total Revenue:	\$856,505	\$1,069,376	\$1,069,376	\$1,069,376	\$1,069,376
EXPENDITURES					
5810 Serv./Contracts	\$1,147,909	\$1,069,376	\$1,069,376	\$1,069,376	\$1,069,376
Total Expenditures:	\$856,505	\$1,069,376	\$1,069,376	\$1,069,376	\$1,069,376
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
LOCAL GRANT / Irvine Childrens Fund (ICF)					
COST CENTER 005712					
REVENUE					
8689 All Other Fees & Contracts	\$82,920	\$20,000	\$20,000	\$20,000	\$20,000
8699 Other Local Revenue/CDBG	\$326,898	\$773,000	\$60,000	\$60,000	\$60,000
Total Revenue:	\$409,818	\$793,000	\$80,000	\$80,000	\$80,000
EXPENDITURES					
5817 Scholarships	\$409,818	\$793,000	\$80,000	\$80,000	\$80,000
Total Expenditures:	\$409,818	\$793,000	\$80,000	\$80,000	\$80,000
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
GRANT PROGRAM FUND SUMMARY					
REVENUE	\$1,266,323	\$1,862,376	\$1,149,376	\$1,149,376	\$1,149,376
EXPENDITURES	\$1,266,323	\$1,862,376	\$1,149,376	\$1,149,376	\$1,149,376
Total Excess (Deficiency):	\$0	\$0	\$0	\$0	\$0
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
TOTAL ICCP FUND BALANCE:	\$1,563,986	\$1,847,033	\$2,152,508	\$2,523,841	\$2,894,839
(Operating Fund + Grant Program Funds)					

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2022-23 with Multi Year Budget Projection - No Rent Increase

Budget Assumptions

- (1) Approved by ICCP Board to waive rental fees for ICCP providers for the month of July 2021 by 50% due to COVID.*
- (2) Additional AED units for new sites and AED maintenance items (Pads, batteries, etc.) Restroom Card Keys, and potential replacement or addition of one security radio per year.*
- (3) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff*
- (4) Projected 2% increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees*
- (5) Projected 2% increase for step in column & benefit increases of custodial salaries. Increased custodial supplies \$2K annually starting with FY 2020-21*
- (6) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement and 3% increase for salaries as instructed by City's finance/Payroll department.*
- (7) Starting FY 2020-21 projecting \$35k every other year to replace out dated custodial work vans*
- (8) 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 Started July 2009 ends June 2024*