



AGENDA

IRVINE CHILD CARE COMMITTEE REGULAR MEETING

**MARCH 13, 2018
9:00 AM**

**Heritage Park Community Center
14301 Yale Ave.
Irvine, California 92604**

Speaker's Form/Request to Speak. If you would like to address the Committee on a scheduled agenda item, please complete the Request to Speak Form. Speaker's Forms are located on the table at the entrance to the meeting room. Please identify on the card your name, address and the item on which you would like to speak and return to the Recording Secretary. The Request to Speak Form assists the Chair in ensuring that all persons wishing to address the Committee are recognized. Your name will be called at the time the matter is heard by the Committee. City policy is to limit public testimony to three minutes per speaker (unless extended by the Chair) which includes the presentation of electronic or audio visual information.

CALL TO ORDER

A regular meeting of the Irvine Child Care Committee will be called to order on March 13, 2018 at 9:00 AM in the Heritage Park Community Center located at 14301 Yale Avenue, Irvine, California.

ROLL CALL

COMMITTEE MEMBER	DAWN ANTIS	COUNCIL APPOINTEE-FOX
COMMITTEE MEMBER:	CRISTINA BLEVINS	LIAISON REPRESENTATIVE-IRVINE UNIFIED SCHOOL DISTRICT (IUSD)
COMMITTEE MEMBER:	CLAUDINE DUMAIS	LIAISON REPRESENTATIVE-IRVINE VALLEY COLLEGE (IVC)
COMMITTEE MEMBER:	SETH GROSSMAN	PARENT REPRESENTATIVE
COMMITTEE MEMBER:	LINDA HUNTER	GOVERNMENT, CIVIC OR COMMUNITY REPRESENTATIVE
COMMITTEE MEMBER:	AMBER STAR LEAL	GOVERNMENT, CIVIC OR COMMUNITY REPRESENTATIVE
COMMITTEE MEMBER:	DAYNA MONEY	COUNCIL APPOINTEE-SHEA

COMMITTEE MEMBER:	DONNA SCHWARTZE	PROVIDER REPRESENTATIVE
COMMITTEE MEMBER:	JESSICA SIMONCINI	PROVIDER REPRESENTATIVE
COMMITTEE MEMBER:	MARY VON DEM BUSSCHE	PARENT REPRESENTATIVE
COMMITTEE MEMBER:	JADE YANG	COUNCIL APPOINTEE-SCHOTT
RECORDING SECRETARY:	WENLI LIN	LIAISON REPRESENTATIVE-UNIVERSITY OF CALIFORNIA, IRVINE (UCI)
COMMITTEE MEMBER:	VACANT	COUNCIL APPOINTEE-WAGNER
COMMITTEE MEMBER	VACANT	COUNCIL APPOINTEE- LALLOWAY

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

IRVINE CHILD CARE COMMITTEE REORGANIZATION

Recommended Action:

- 1) Selection of Irvine Child Care Committee Chair; Community Services Supervisor Traci Stubler, or designee, declares nominations open for Chair and calls for Committee vote.
- 2) Selection of Vice Chair; Newly-elected Irvine Child Care Committee Chair declares nominations open for Vice Chair and calls for Committee vote.

PRESENTATIONS

Early Childhood Policy Framework, Orange County - Linda Hunter, Irvine Child Care Committee Member

ANNOUNCEMENTS

Announcements, Committee Reports and Committee Comments 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 per meeting.

Recap of Super Saturday for Early Care and Education Professionals Event

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 Committee meeting.

PUBLIC COMMENTS

Any member of the public may address the Committee on items within the Committee's subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. Public comments are scheduled for 30 minutes and are limited to 3 minutes per person. If you wish to speak, please complete a Speaker's Form and submit it to the Recording Secretary.

COMMITTEE REPORTS

1. Irvine Child Development Center Operating Corporation – Diana Magallon, Program Coordinator
2. Irvine Children, Youth and Families Advisory Committee – Committee Member Grossman

COMMITTEE BUSINESS

1. MINUTES

ACTION: Approve the regular meeting minutes of the Irvine Child Care Committee held January 9, 2018.

2. APPOINTMENT OF MEMBER REPRESENTATIVES TO THE IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION AND THE IRVINE CHILDREN, YOUTH AND FAMILIES ADVISORY COMMITTEE

RECOMMENDED ACTION:

- 1) Appoint an Irvine Child Care Committee representative to the Irvine Child Development Center Operating Corporation Board of Directors.
- 2) Appoint an Irvine Child Care Committee representative to the Irvine Children, Youth and Families Advisory Committee.

END OF COMMITTEE BUSINESS

ADJOURNMENT

Adjourn to a regular meeting of the Irvine Child Care Committee on Tuesday, May 8, 2018, 9:00 AM, Heritage Park Community Center, 14301 Yale Avenue, Irvine, CA 92604.

NOTICE TO THE PUBLIC

At 11:30 a.m., the Irvine Child Care Committee will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 noon and will continue all other items on which additional time is required until a future Committee meeting. All meetings are scheduled to terminate by 12:00 noon.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Irvine Child Care Committee liaison and are available for public inspection and copying once the agenda is publicly posted (at least 72 hours prior to a regular Irvine Child Care Committee 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 Committee liaison at (949) 724-6690.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

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

**CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS
AMERICANS WITH DISABILITIES ACT:**

It is the intention of the City of Irvine to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact Irvine Child Care Committee liaison at 949-724-6690 at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at the time if you will need accommodations to attend or participate in meetings on a regular basis.

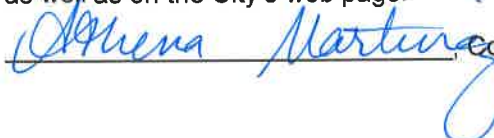
COMMUNICATION DEVICES

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

MEETING SCHEDULE

Regular meetings of the Irvine Child Care Committee are held on the second Tuesday of select months at 9 AM unless otherwise noted. The Irvine Child Care Committee agenda is posted in the Police Department and is also available on the City web site at cityofirvine.org. Meeting agendas and approved minutes are kept current on the City web site at cityofirvine.org.

I hereby certify that the agenda for the Irvine Child Care Committee meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on March 8, 2018 by 5:30 p.m. as well as on the City's web page.


Committee Liaison

MINUTES

ITEM 1



MINUTES

IRVINE CHILD CARE COMMITTEE REGULAR MEETING

January 9, 2018

Heritage Park Community Center
14301 Yale Avenue
Irvine, California 92604

CALL TO ORDER

A regular meeting of the Irvine Child Care Committee was called to order on January 9, 2018 at 9:01 AM at the Heritage Park Community Center, 14301 Yale Avenue, Irvine, California; Committee Member Lin presiding.

PRESENT: 7

COMMITTEE MEMBER	DAWN ANTIS	COUNCIL APPOINTEE-FOX
COMMITTEE MEMBER:	CRISTINA BLEVINS	LIAISON REPRESENTATIVE-IRVINE UNIFIED SCHOOL DISTRICT (IUSD)
COMMITTEE MEMBER:	SETH GROSSMAN	PARENT REPRESENTATIVE
COMMITTEE MEMBER:	DAYNA MONEY	COUNCIL APPOINTEE-SHEA
COMMITTEE MEMBER:	MARY VON DEM BUSSCHE	PARENT REPRESENTATIVE
COMMITTEE MEMBER:	JADE YANG	COUNCIL APPOINTEE-SCHOTT
RECORDING SECRETARY:	WENLI LIN	LIAISON REPRESENTATIVE- UNIVERSITY OF CALIFORNIA, IRVINE (UCI))

ABSENT:

COMMITTEE MEMBER:	NIRAV SHAH	COUNCIL APPOINTEE-LALLOWAY
COMMITTEE MEMBER:	VACANT	COUNCIL APPOINTEE-WAGNER

COMMITTEE MEMBER: VACANT	LIAISON REPRESENTATIVE- IRVINE VALLEY COLLEGE (IVC)
COMMITTEE MEMBER: VACANT	GOVERNMENT, CIVIC OR COMMUNITY REPRESENTATIVE
COMMITTEE MEMBER: VACANT	GOVERNMENT, CIVIC OR COMMUNITY REPRESENTATIVE
COMMITTEE MEMBER: VACANT	PROVIDER REPRESENTATIVE
COMMITTEE MEMBER: VACANT	PROVIDER REPRESENTATIVE

PLEDGE OF ALLEGIANCE

Member Lin lead the Pledge of Allegiance.

INTRODUCTIONS

There were none.

PRESENTATIONS

There were none.

ANNOUNCEMENTS

1. Recap of “Helping the Behaviorally Challenging Child” Workshops

Community Services Senior Leader Marcy Backhus reported the two presentations of Helping the Behaviorally Challenging Child were well received by the 101 parents and educators in attendance.

Program Coordinator Diana Magallon made the following announcements:

2. Recap of Super Saturday for School-Age Care and Education Professionals Event

230 School-Age care providers attended the event on December 2 which offered a total of 34 workshops presented by 23 early childhood professionals. 97% of survey respondents strongly agreed the workshops provided them with strategies or tools they can use in their work with children and families.

3. Request for Super Saturday Volunteers – March 10, 2018

Registration information for the upcoming Super Saturday event for early childhood educators will be sent out soon. Committee Member Lin volunteered to assist with morning registration.

Community Services Supervisor Stubler made the following announcements:

4. Election of Officers and Appointments – March 13, 2018

Elections for Chair, Vice Chair, and appointments for Irvine Children Youth and Families Advisory Committee and Irvine Child Development Center Operating Corporation Board Liaisons would take place at the next committee meeting on March 13.

5. Irvine Child Care Project Provider Selection – Cadence Park School

Request for proposals to select a child care provider for Cadence Park School will go out February 1, 2018, and interviews are scheduled to take place in April. Cadence Park will open in August of 2018.

6. Kindergarten Round-up

Irvine Unified School District will hold Kindergarten Round-up events at each elementary school on March 8. Families are invited to attend the Kindergarten Round-up at their neighborhood school for information about kindergarten curriculum, enrollment requirements and to meet the kindergarten team at their school. In previous years some of this information was provided at The Welcome to Kindergarten event which will no longer take place.

ADDITIONS AND DELETIONS TO THE AGENDA

There were none.

PUBLIC COMMENTS

There were none.

COMMITTEE REPORTS

1. Irvine Child Development Center (ICDC) Operating Corporation

Program Coordinator Magallon announced that ICDC expects enrollment to be at capacity in December 2017. The school has completed their accreditation through National Association for the Education of Young Children.

2. Irvine Children, Youth and Families Advisory Committee (ICYFAC) - No report.

COMMITTEE BUSINESS

1. IRVINE CHILD CARE COMMITTEE APPOINTMENTS

ACTION: Moved by Committee Member Grossman, seconded by Committee Member Yang, and unanimously carried by members present to approve the appointments of the Irvine Child Care Committee.

Ayes: **6** Antis, Blevins, Grossman, Lin, Money, Yang
Notes: **0**
Absent: **1** Von dem Bussche

2. IRVINE CHILD CARE COMMITTEE BYLAW AMENDMENTS

ACTION: Review and provide input on proposed amendments to the Irvine Child Care Committee bylaws.

Deputy Director of Community Services Lisa Rudloff and Community Services Manager Sheila Driscoll provided an overview of the procedure and timeline for making amendments to committee bylaws.

Supervisor Stubbler lead the discussion on proposed changes to the Bylaws including: adding a requirement for annual reporting to the Community Services Commission; removal of the position of Recording Secretary; and procedure for removing a Committee Officer, changing from six meetings a year to meeting four times a year. The bylaws will be presented to the Community Services Commission for input.

APPROVAL OF IRVINE CHILD CARE COMMITTEE REGULAR MEETING MINUTES

ACTION: Moved by Committee Member Grossman, seconded by Committee Member Yang, and unanimously carried by members present to approve the minutes of the regular meeting of the Irvine Child Care Committee held October 10, 2017.

Ayes: **6** Antis, Blevins, Grossman, Lin, Money, Yang
Notes: **0**
Absent: **1** Von dem Bussche

END OF BUSINESS

ADJOURNMENT at 9:50 AM on Tuesday, January 9, 2018.

WENLI LIN
Member

Dated: _____

ITEM 2



REQUEST FOR IRVINE CHILD CARE COMMITTEE ACTION

MEETING DATE: MARCH 13, 2018

TITLE: APPOINTMENT OF MEMBER REPRESENTATIVES TO THE IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION AND THE IRVINE CHILDREN, YOUTH AND FAMILIES ADVISORY COMMITTEE

Community Services Manager

Deputy Director of Community Services

RECOMMENDED ACTION

1. Appoint an Irvine Child Care Committee representative to the Irvine Child Development Center Operating Corporation Board of Directors.
2. Appoint an Irvine Child Care Committee representative to the Irvine Children, Youth, and Families Advisory Committee.

EXECUTIVE SUMMARY

The Irvine Child Care Committee (Committee) shall appoint a member representative to a voting seat on the Irvine Child Development Center Operating Corporation (ICDCOC) Board of Directors as stated in the lease agreement between the City and the ICDCOC, Section 5 Operator's Conduct of Business 5.9, (Attachment 1). The Committee shall also appoint a member representative to a voting seat on the Irvine Children, Youth, and Families Advisory Committee (ICYFAC) as stated in the ICYFAC Bylaws Article IV, Membership Section 1 (Attachment 2).

ANALYSIS

On August 10, 2010, City Council approved a 10-year lease agreement between the City and ICDCOC for the operation of the Irvine Child Development Center located at 2 Civic Center Plaza, Irvine. ICDCOC has leased the facility from the City since 1988. The current lease agreement, effective September 1, 2010 to June 30, 2020, states the Committee shall have a voting seat on the ICDCOC Board of Directors.

The general purpose of the ICDCOC is to operate a licensed child day care center pursuant to State guidelines. ICDCOC Board of Directors, with input from the Committee representative, will continue to develop program philosophy for the child daycare center, establish goals and objectives, and monitor program quality.

The ICDCOC Board meets on the second Wednesday of each month at 4 p.m. and additional subcommittee meetings are scheduled as needed.

On May 27, 2008, the City Council accepted the Strategic Plan for Children, Youth, and Families. As part of the Strategic Plan for Children, Youth and Families, key community organizations were identified to participate on ICYFAC. The Committee has a voting seat on the 15-member ICYFAC.

Committee participation on ICYFAC will support awareness of the needs of Irvine's young children and their families. The Committee representative will be asked to report to the Committee and seek Committee input regarding issues discussed and priorities determined by ICYFAC.

ICYFAC meetings are held quarterly at the Irvine Civic Center. The ICYFAC meeting schedule for calendar year 2018 is presented as Attachment 3.

ALTERNATIVES CONSIDERED

The Committee could delay appointment of a representative to ICDCOC and make a recommendation to the Community Services Commission to modify the ICDCOC lease agreement.

The Committee may choose not to select a representative for the ICYFAC at this time and/or make recommendations to ICYFAC on changes to their Bylaws.

FINANCIAL IMPACT

There is no fiscal impact as the Committee members serve as volunteers.

REPORT PREPARED BY Traci Stubbler, Child Care Coordination Supervisor

ATTACHMENTS

1. Irvine Child Development Center Operating Corporation Lease Agreement
2. Irvine Children, Youth and Families Advisory Committee Bylaws
3. Irvine Children, Youth and Families Advisory Committee 2018 Meeting Schedule

IRVINE CHILD DEVELOPMENT CENTER
LEASE AGREEMENT

This IRVINE CHILD DEVELOPMENT CENTER LEASE AGREEMENT ("Agreement") is made and entered into as of this 24 day of August, 2010, by and between the CITY OF IRVINE ("City"), a California municipal corporation, and IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION ("Operator"), a California public benefit nonprofit corporation.

R E C I T A L S

A. City is the owner of certain real property located at 2 Civic Center Plaza, Irvine, California depicted on the site plan attached hereto as Exhibit A ("Premises"), which is a part of the Irvine Civic Center. The Premises include the improvements consisting of approximately 11,600 square feet, a playground area of approximately 12,261 square feet ("Playground Area"), and associated fixtures.

B. Operator is willing to operate and manage a child care facility within the Premises and in conformance with the terms and conditions of this Agreement, and City is willing to lease the Premises to Operator for such use.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein, and incorporating by reference the recitals set forth above City and Operator do hereby agree as follows:

1. Lease. City hereby leases to Operator, and Operator hereby leases from City, the Premises to operate and manage a child care center in accordance with the covenants and conditions set forth herein.

2. Term.

2.1 Term. The term shall commence September 1, 2010, and shall expire June 30, 2020.

2.2 Right of First Negotiation. In the event City desires to continue to have a child care facility operated within the Premises beyond the term of this Lease Agreement, City hereby grants to Operator a right of first negotiation regarding the continued operation and management of the child care facility. Provided this Agreement is not sooner terminated, and provided further that Operator has operated in substantial compliance with this Agreement, City shall exclusively negotiate with Operator during the period commencing July 1, 2019 and expiring December 31, 2019 for the management and operation of a child care facility on the Premises. It is the intent of the parties hereto that Operator have the first right to negotiate for such operation and management and that City negotiate with Operator for such operation and management prior to entering into negotiations with any third parties. Should City fail to begin negotiations in July 2019, or should the negotiations in good faith extend past December 30, 2019, City will provide a six month extension to the June 30, 2020 lease expiration date.

2.3 Periodic Review and Right of Termination. Notwithstanding Sections 2.1 and 2.2 above, City shall have the right to conduct a periodic review of the operation and management of the child care facility not more than once during any six (6) month period upon not less than two (2) business days notice. Such review may include the inspection of the Premises, as permitted under Section 7.7 below; an inspection of the books and records of Operator, as permitted under Section 5.3 below; a review of the general operations and management of Operator; a review of the adult/child ratios; a review of the enrollment in the child care center relative to the capacity; the status of Operator's licensing and any other matters deemed relevant by City to its review. City shall have the right, upon ninety (90) days written notice to Operator, to elect to terminate this Lease in the event City, in its reasonable discretion, determines that the level of operations of the child care center are below the City's expectations and/or standards; that the operation of the center poses a significant liability exposure to City, Operator or Operator's officers and/or directors; or that the goals of City of conducting a first-class child care center are not being served by the operation of the child care center by Operator. Operator shall have the right to terminate this Agreement if Operator is unable to use and operate the child care facility at the Premises due to the condemnation or damage of the Premises, and the Premises are not fully restored to their prior condition by City within 120 days after the condemnation or damage. Rent payable under this Agreement shall be abated during such 120 day period.

3. RENT.

3.1 Annual Rent. Provided this Agreement is not sooner terminated, Operator shall pay to City in the first annual period, rent in the amount of Fourteen Thousand Five Hundred (\$14,500). Said annual rent shall be paid in monthly payments of One Thousand Two Hundred Eight Dollars and Thirty Three Cents (\$1,208.33) on the first day of each month without notice or demand, at the address set forth in Section 13 Notices of this Agreement. If this Agreement is terminated in the middle of the year, the annual rent and corresponding monthly payment shall be prorated and adjusted to the date of termination.

3.2 Annual Rent Increases. City shall provide written notice, no later than August 1 of each year to Operator of the increase to the annual rent for the following year, if any. The rent shall be increased by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) in the Los Angeles-Riverside-Orange County Consolidated Metropolitan Statistical Area through June 30 of each year. In the event of a decline in the CPI-U, no reduction shall be made.

3.3 Interest on Unpaid Rent. Rent and any other charge payable hereunder not paid after Operator's receipt of a written delinquency by City and upon expiration of applicable notice and cure periods shall bear interest until paid at five percent (5%) of the amount overdue.

3.4 Late Charge. Operator acknowledges that late payment by Operator to City of rent will cause City to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent or additional rent due from Operator is not received by City within thirty (30) days of when due, Operator shall pay to City the sum of Two Hundred Fifty Dollars (\$250.00) as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by Operator. Acceptance of any late charge shall not constitute a waiver of Operator's default with respect to the overdue amount, or prevent City from exercising any of the other rights and remedies available to City.

4 Use; Limitations on Use.

4.1 Use. Operator shall use the Premises solely for the operation of a child care center and for no other use without City's prior written consent, which consent may be withheld in City's sole and absolute discretion. During the term of this Agreement, Operator shall (i) operate the Premises in a manner consistent with all state child care operational laws and regulations, including but not limited to the California Administrative Code Title 22, and (ii) shall maintain at all times an educationally-based early childhood development program accredited by the National Association for the Education of Young Children or authorized successor.

4.2 Limitations on Use. Operator's use of the Premises shall be in accordance with the following:

(a) Operator shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises required to be maintained hereunder;

(b) Operator shall comply with all laws concerning Operator's use of the Premises. Operator shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Operator's particular and specific use of the Premises at the time. City shall make any alterations, maintenance, or restoration to the Premises required by such laws that Operator is not obligated to make; and

(c) Operator shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties. Operator shall not do anything on the Premises that will cause damage to the Premises beyond ordinary wear and tear.

5. Operator's Conduct of Business.

5.1 Hours of Operation. Operator shall operate the child care facility in the Premises for use at least between the hours of 6:30 a.m. and 6:00 p.m., Monday through Friday except for a closure schedule reasonably adopted by Operator.

5.2 Adult/Child Ratio. Operator shall maintain no less than the more restrictive of (i) rules, regulations or licensing requirements of the State of California or other governmental entity having jurisdiction or (ii) the following ratios except during emergencies not to exceed one (1) working day caused by illness, unexpected termination of employment of Operator's employees or other cause outside the reasonable control of Operator:

<u>Age Group</u>	<u>Adult to Child Ratio</u>	<u>Teacher Child Ratio</u>
Up to 2.0 years	1-4	1-8
2.0 years to Kindergarten	1-8	1-12

The persons appointed by Operator as director, administrator, administrative staff (other than persons employed for direct care of children), cook, and maintenance staff shall not be included as employees for purposes of calculating the adult/child ratio except as set forth in Section 5.7.

5.3 Books and Records. Operator shall maintain at the Premises full, complete and proper books and accounts of all financial transactions of Operator relating to the operation in the Premises, which books and records shall be at all reasonable times open to inspection after giving Operator three (3) days prior written notice by City or its auditors or authorized representatives or agents. Not more than ninety (90) days after the end of each fiscal year during the term of this Agreement, Operator shall provide City a copy of the balance sheet of Operator, dated as of the last day of such fiscal year, and a statement of income and expenses for such fiscal year, each of which shall be signed by an independent certified public accountant.

5.4 License. At all times during the term of this Agreement, Operator shall maintain all licenses required by applicable statutes, rules or regulations of the United States, the State of California or any subdivision thereof for general child day care programs. Operator must obtain, at Operator's sole cost and expenses, all permits, and/or bonds required of Operator by this Agreement or by any municipal or county ordinance or regulation or by any state or federal law or regulation. A copy of such permits, and/or renewals thereof shall be furnished to City upon the commencement of this Agreement and not less than twenty (20) days prior to the expiration, if any, of any existing permits or licenses. In the event such permits, licenses and/or renewals cannot be obtained by Operator as a result of delays by the licensing or permitting authority beyond the control of Operator, Operator shall provide City with a statement certified by an officer of Operator setting forth the status of the license, permit and/or renewal.

5.5 Accreditation. Operator shall maintain accreditation by the National Association for the Education of Young Children Accreditation Program, or any authorized successor thereto, by seeking accreditation in a timely manner and following all recommendations required for accreditation.

5.6 Employment. All persons employed by Operator who carry out any work at the Premises in an administrative or direct supervisory role, or who care for and supervise enrollees of the Premises, or have any job which requires routine and frequent contact with such enrollees, shall comply with all applicable laws, including but not limited to California Health & Safety Code Section 1596.871. Operator shall comply with requirements for child day care personnel established by the California Child Day Care Facilities Act, any successor legislation thereto, and all other applicable laws. All Operator personnel shall meet the minimum qualifications for employment in a licensed child care program as determined by the State of California.

5.7 Center Director. Operator shall retain, at Operator's sole cost and expense, a full-time director for the operations in the Premises. Such director may act as a teacher in emergencies for purposes of the ratio set forth in section 5.2 above.

5.8 Fair Employment Practices. In connection with the performance of this Agreement, Operator shall comply with the City of Irvine Human Rights Ordinance, as amended. Operator shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Operator shall comply with the provisions of Title III, Division I of the Irvine Municipal Code and the Fair Employment and Housing Act (Government Code Section 12900 *et seq.*), as the same shall be amended from time to time. The actions to which the preceding undertaking apply shall include, but shall not be limited to, the following: hiring, upgrading, transfer, demotion, testing or placement, recruiting or recruitments, advertising, layoff or termination, rates of pay, or other forms of compensation, overtime, as well as selection for training, including apprenticeship. Operator shall post in conspicuous places for the benefit of all persons employed or seeking employment at the facility, notices setting forth the provisions set forth above.

5.9 Board Membership. The City of Irvine Child Care Committee (ICCC), subcommittee of the Community Services Commission, shall have a voting seat and the City's Child Care Coordination Office shall have a non-voting seat on the Operator's Board of Directors.

5.10 Infant/Toddler Program. Operator shall maintain not less than 40% of student capacity for infant/toddler care (ages 0 to 3 years).

5.11 Tuition Rates. Operator shall maintain tuition rates at or below the mean of Irvine-based child care providers, as collected and reported to Operator by City's Child Care Coordination Office.

6. Release, Insurance and Indemnity.

6.1 Release by Operator. As partial consideration for being permitted to use the Premises, Operator, 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 and City Councilmembers, officers, employees, agents and representatives (hereinafter, collectively, the "City Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Operator may have against any or all of the City Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the Premises by any guests or invitee of Operator, or by reason of Operator's failure to perform any of its obligations under this license, or by reason of any act or omission on the part of Operator or invitee of Operator, or by reason of any repairs or alterations which Operator may make upon the Premises (hereinafter, the "Claims"), except for any Claims caused by the negligence or willful misconduct of any City Releasee. Operator understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.

6.2 Non-Liability of City. Operator acknowledges that no City Releasee shall be liable for any of the Claims, except for any Claims caused by the negligence or willful misconduct of any City Releasee.

6.3 Indemnification by Operator. Except to the extent caused by the negligence or willful misconduct of any City Releasee Operator shall indemnify each and all of the City 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; provided, however, that Operator shall not be required to indemnify, defend or hold harmless any City Releasee from any Claim which arises from the negligence or willful misconduct of a City Releasee. In connection therewith:

6.3.1 Operator shall defend any action or actions filed in connection with any of such Claims, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.

6.3.2 Operator shall promptly pay any judgment rendered against Operator or any City Releasee covering any such Claim, and Operator shall save and hold each and all of the City Releasees harmless therefrom.

6.3.3 Except to the extent caused by the negligence or willful misconduct of any City Releasee, in the event any City Releasee is made a party to any action or proceeding filed or prosecuted against Operator from any Claim, Operator shall pay to the City any and all reasonable costs and reasonable expenses incurred by any City Releasee in such action or proceeding, together with reasonable attorney's fees.

6.4 Insurance Coverage Required. Without limiting Operator's indemnification obligations, Operator shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Operator, its agents, representatives, and employees. The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability (including premises and operations, contractual liability, personal injury, property damage): September 1, 2010 to July 31, 2012 Two Million Dollars (\$2,000,000) per occurrence; September 1, 2012 to June 30, 2015 Four Million Dollars (\$4,000,000) per occurrence, and no later than September 1, 2015 Five Million Dollars (\$5,000,000) per occurrence.

(b) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance (if Operator is required to have) in an amount required by the laws of the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence for injuries incurred in providing services under this Agreement.

(c) Officers and Directors Insurance: Coverage with a limit of not less than One Million Dollars (\$1,000,000).

6.4.1 General Requirements. All of Operator's insurance:

(a) Shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel;

(b) Shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

(c) Shall be "occurrence" rather than "claims made" insurance;

(d) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(e) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel;

(f) Shall be written by good and solvent insurer(s) admitted to do business in the State of California; and

(g) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, certified, or by personal delivery.

6.4.2 Deductibles. Any deductibles or self-insured retentions over \$10,000 must be declared to and approved by City not less than fourteen (14) days prior to the commencement of the term of this Agreement.

6.4.3 Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before the commencement and each subsequent year of the term of this Agreement.

7. Maintenance.

7.1 City's Maintenance. Except as specifically provided herein, City at its cost and expense shall maintain, in good condition and repair (including the replacement thereof, as necessary), the following:

(a) the structural parts of building (including the roof) and other improvements that are a part of the Premises (excluding glass and doors);

(b) the unexposed electrical, telephone, plumbing (including toilets, sinks, the water heater and water faucets) and sewage systems, including, without limitation, those portions of the systems lying outside of the Premises;

(c) window frames, gutters, and down-spouts on the building and other improvements that are a part of the Premises;

(d) heating, ventilating, and air conditioning systems servicing the Premises;

(e) all exterior concrete patios;

(f) exterior landscape areas;

(g) the Playground Area; and

(h) the interior walls and flooring.

City shall not be obligated to repair, and Operator shall maintain and repair, all damage to the extent caused by the acts or omissions of Operator. City shall maintain a checklist of facilities, improvements, property and equipment in, on or about the Premises concerning those items which such party is responsible for maintaining and shall conduct inspections at such times and in such intervals as the parties hereto shall reasonably determine.

City and Operator agree that as of the execution of this Agreement, the City has no further obligation for maintenance of or replacement of what was known in any prior agreement as City Personal Property.

7.2 Operator's Maintenance. Except to the extent caused by the acts or omissions of City or City's representatives, Operator, at its sole cost and expense, shall maintain, in good condition (including the replacement thereof, as necessary), the following:

- (a) all interior portions of the Premises (excluding the interior walls); and
- (b) all internal fixtures, furniture, appliances, computers.

Except to the extent caused by the acts or omissions of City or City's representatives, Operator shall be liable for any damage to the Premises resulting from the acts or omissions of Operator or its authorized representatives. Operator shall maintain a checklist of facilities, improvements, property and equipment in, on or about the Premises concerning those items which such party is responsible for maintaining and shall conduct inspections at such times and in such intervals as the parties hereto shall reasonably determine.

7.3 Alterations. Operator shall not make any alterations to the Premises without City's written consent, which may be withheld in City's sole and absolute discretion. City's written response shall be provided in a timely manner. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of this Agreement, except that City may elect at the time of granting its consent to the alterations to require Operator to remove any alterations that Operator has made to the Premises at the expiration or earlier termination of the Agreement. If City so elects, Operator at its cost shall restore the Premises to the condition designated by City in its election, for the last day of the term, or within thirty (30) days after notice of election is given, whichever is later. If Operator makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until two (2) days after City has received notice from Operator stating the date the installation of the alterations is to commence so that City can post and record an appropriate notice of non-responsibility. Such alterations shall be approved by all appropriate governmental agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations. Operator shall be responsible for all costs associated with the alterations, which must meet all City specifications and quality standards. Operator may request that City make and accept responsibility for the alterations, and submit invoices to Operator for reimbursement of costs, or, Operator may secure non-City services.

7.4 Mechanics' Liens. Operator shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Agreement. Operator shall keep the Premises free and clear of all mechanics' liens resulting from construction done by or for Operator. Operator shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by City, Operator procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien. The bond shall meet the requirements of California Civil Code Section 3143 and shall provide for the

payment of any sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

7.5 Utilities. Operator shall make all arrangements for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water and telephone service. Operator shall pay directly to the providing utility gas, electricity and water service to the Premises. City shall pay for trash pick-up and pest control for the Premises. Operator shall participate in the City recycling program and energy and water conservation programs, if any. Unless service is changed by the Operator, City shall pay for all telephone service to the Premises.

7.6 Rehabilitation. In the event it becomes reasonably necessary to conduct rehabilitation of the Premises, such rehabilitation projects shall be so scheduled as to be mutually beneficial for Operator and the City.

7.7 Inspection. The City shall maintain a monthly preventative maintenance program on all playground equipment and the playground area. Records will be maintained and available to Operator for review upon 5 days notice.

7.7.1 Operator shall daily survey the Playground Area and Playground Area equipment. In the event Operator identifies a defect or item or area which requires repair in the course of its survey, Operator shall notify City of the necessity of such repair and the existence of the defect within twenty-four (24) hours. City shall use diligent best efforts to promptly repair such defect or item reported. In the event the nature of the defect or condition could present a hazard to person or property, Operator shall discontinue use of the item or area immediately and shall take measures and precautions necessary to assure that such item or area will not be utilized by the occupants of the Child Care Center.

7.8 Custodial Services. Operator may request that City provide, at Operator's expense, custodial services at the base level necessary for child care services, which level has been mutually agreed upon by Operator and City as set forth in Exhibit B attached hereto. Operator would then be invoiced by City monthly for the cost of said services, and make payment to City within 30 days of receipt of invoice. Operator may choose to engage its own custodial service, at its own cost, provided the service meets City standards as set forth in Exhibit B and is authorized in advance by City in writing.

7.8.1. Operator shall be responsible for purchasing a stock of toilet paper, paper towels, cleaning supplies and other Operator consumables. The Operator may request City to provide such consumables for direct cost reimbursement, to be invoiced by City quarterly.

7.8.2. City's custodial service shall maintain stock of its own cleaning supplies and materials.

8. **Assignment.** The parties hereto acknowledge that City has entered into this Agreement with Operator in order to promote child care within the City of Irvine and as a result has granted this lease at a reduced rate of compensation from Operator. This Agreement is personal in nature to City and Operator. Operator shall not voluntarily assign or encumber its interest in this license or in the Premises, or allow any other person or entity (except Operator's authorized representatives) to occupy or use all or any part of the Premises without first obtaining City's prior written consent, which may be withheld in City's reasonable discretion. Any assignment or encumbrance without City's consent shall be voidable and, at City's election, shall constitute a default (after expiration of applicable notice and cure period) hereunder. No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this paragraph. No interest of Operator hereunder shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (1) If Operator is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Operator is the bankrupt party; (2) If a writ of attachment or execution is levied on this Agreement; and/or (3) If, in any proceeding or action to which Operator is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by Operator and City shall have the right to elect to terminate this Agreement, in which case this Agreement shall not be treated as an asset of Operator.

9. **Default.**

9.1 **Operator's Default.** The occurrence of any of the following shall constitute a default by Operator:

(a) Abandonment and vacation of the Premises (failure to occupy and operate the Premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation); and

(b) Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to Operator. If the default cannot reasonably be cured within thirty (30) days, Operator shall not be in default of this Agreement if Operator commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and shall demand that Operator perform the provisions of this Agreement, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or termination of this Agreement unless City so elects in the notice.

9.2 **City's Remedies.** City shall have the following remedies if Operator commits a default after expiration of applicable notice and cure periods. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law. In the event of a default after expiration of applicable notice and cure periods by Operator hereunder, City shall have the right to terminate Operator's right to possession of the Premises at any time. In addition, if Operator is in default (after expiration of applicable

notice and cure periods) of this Agreement, City shall have the right to cure the default at Operator's cost. If City, by reason of Operator's default (after expiration of applicable notice and cure periods), pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Operator to City at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by City until City is reimbursed by Operator. City shall be afforded all rights and remedies permitted under California unlawful detainer statutes as set forth in the California Civil Code and the California Code of Civil Procedure.

10. **Arbitration of Disputes.** Any dispute between the parties relating to the interpretation and enforcement of their rights and obligations under this Agreement shall be resolved solely by mediation, followed by, if necessary, arbitration. The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach an agreement on the matters in dispute. Within five (5) days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to the parties to conduct such mediation within five (5) days of his appointment. If the parties are unable to agree on such third person, or, if on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute shall be referred to arbitration in accordance with this paragraph. Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held and conducted in Irvine, California before one (1) arbitrator who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of an arbitrator within fifteen (15) days, then such arbitrator shall be appointed by the presiding Judge of the Superior Court of Orange County. The provisions of the commercial arbitration rules of the American Arbitration Association shall apply and govern such arbitration, subject, however, to the following:

(a) Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations;

(b) The arbitrator appointed must be a former or retired judge or attorney with at least ten (10) years' experience in real property, commercial or municipal matters, or non-attorney with like experience in the area of dispute;

(c) All proceedings involving the parties shall be reported by a certified shorthand court reporter and written transcripts of the proceedings shall be prepared and made available to the parties;

(d) The arbitrator shall prepare in writing and provide to the parties factual findings and the reasons on which the decision of the arbitrator is based;

(e) The final decision by the arbitrator must be made within ninety (90) days from the date the arbitration proceedings are initiated;

(f) The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise;

(g) Costs and fees of the arbitrator shall be borne by the non-prevailing party, unless the arbitrator for good cause determines otherwise; and

(h) The award or decision of the arbitrator, which may include equitable relief, shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing the space below you are giving up your judicial rights to discovery and appeal, unless such rights are specifically included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary. We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.

CITY: 

OPERATOR: 

11. **City's Entry on the Premises.** Upon giving two (2) days prior written notice to Operator City and its authorized representatives shall have the right to enter the Premises at all reasonable times (i) to determine whether the Premises are in good condition and whether Operator is complying with the obligations under this Agreement; (ii) to do any necessary maintenance and make any restoration to the Premises; (iii) to serve, post, or keep posted any notices required or allowed under the provisions of this Agreement; (iv) to shore the foundations, footings, and walls of the building and other improvements that are a part of the Premises if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street and (v) to provide tours, take photographs and otherwise display the facility for City purposes. City shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of City's entry on the Premises as provided in this paragraph except damage resulting from the acts or omissions of City or its authorized representatives. City shall conduct its activities on the Premises as allowed under this paragraph in a manner that will cause the least possible inconvenience, annoyance or disturbance to Operator. City shall exercise its rights under this Section upon not less than forty-eight (48) hours prior written notice to Operator, except in the event of an emergency, in which event no notice shall be required.

12. **Services to City Employees.** Operator shall make available not less than twenty percent (20%) of the capacity of enrollees within the Premises for benefit of City employees, subject to availability of openings within the facility. In the event the enrollment, at any time,

consists of less than twenty percent (20%) of children of City employees Operator shall notify City of any opening within the facility for additional enrollees prior to offering the position to non-City employee children. City shall notify Operator within five (5) business days of the names of the City employees' children to fill the vacancy or vacancies. In the event City has not notified Operator within such five (5) day period, Operator shall have the right to fill such vacancy with children of a non-City employee.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

To City: City of Irvine
 One Civic Center Plaza
 P.O. Box 19575
 Irvine, CA 92623
 Attn: Community Services Director

To Operator: Irvine Child Development Center Operating Corporation
 2 Civic Center Plaza
 Irvine, CA 92606
 Attn: Board Chairperson

14. **Miscellaneous.**

14.1 **Relationship of Parties.** Operator and its agents and employees shall act, in the performance of this Agreement, in an independent capacity and not as officers, employees or agents of the City. No partnership, joint venture, association or similar relationship shall be created between City and Operator under this Agreement.

14.2 **Interpretation.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

14.3 **Integration.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and except as provided herein may not be amended, changed, modified or altered without the prior written consent of the parties hereto.

14.4 **Waiver.** The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

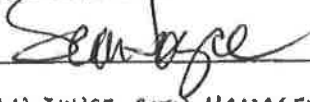
14.5 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or to limit the scope of any provisions of this Agreement.

14.6 Successors and Assigns. The provisions hereof shall extend to and be binding upon and inure to the benefit of the successors, and to the extent permitted herein, to the assigns of the respective parties hereto.

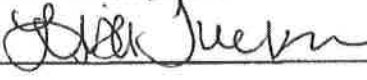
14.7 Singular and Plural. When required by the context of this Agreement, the singular shall include the plural.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY OF IRVINE,
a municipal corporation

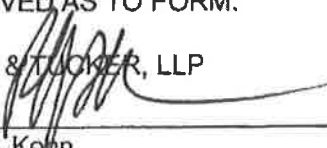
By: 
Its: SEAN JOYCE, CITY MANAGER
"City"

IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION, a California
public benefit corporation

By: 
Its: CO-DIRECTOR
"Operator"

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP


Philip D. Kohn
City Attorney

ATTEST


CITY CLERK OF THE CITY OF IRVINE

EXHIBIT A
PREMISES

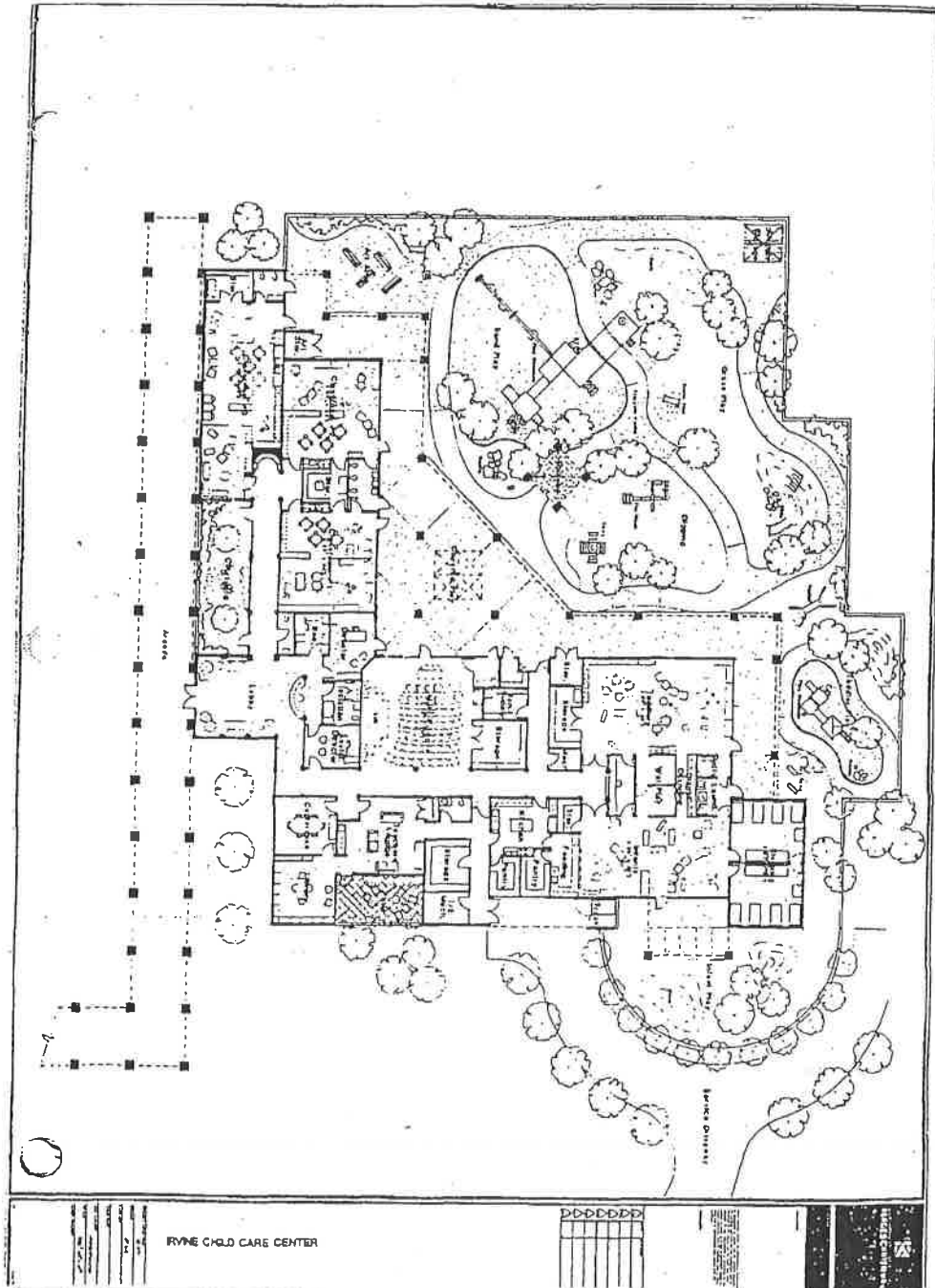


EXHIBIT B

CUSTODIAL RESPONSIBILITIES

THE FOLLOWING REPRESENTS THE CITY'S STANDARDS FOR
DAILY, WEEKLY AND MONTHLY CUSTODIAL FUNCTIONS:

ROUTINE SERVICES TASKS AND FREQUENCIES

ALL INTERIOR OFFICE AREAS AND CLASSROOMS

<u>FREQUENCY</u>	<u>ROUTINE SERVICE TASKS</u>
D	EMPTY AND SPOT CLEAN TRASH AND ASH RECEPTACLES
D	REPLACE OBVIOUSLY SOILED OR TORN TRASH RECEPTACLE LINERS
D	CLEAN AND DISINFECT DRINKING FOUNTAINS
W	SPOT CLEAN FURNITURE AND FIXTURES
W	SPOT CLEAN BUILDING SURFACES
W	DUST BUILDING SURFACES AND FURNITURE SURFACES
D	GENERAL CLEANUP
2W	EMPTY RECYCLING CONTAINERS
D	DAMP MOP NON-CARPETED FLOORS
W	SPRAY BUFF HARD FLOORS
D	CLEAN ENTRANCE MATS
D	CLEAN AND DISINFECT WASH BASINS AND COUNTER TOPS THEY ARE MOUNTED IN
W	REMOVE CARPET STAINS
M	DUST HVAC VENTS
D	COMPLETELY VACUUM
M	DUST VENETIAN BLINDS
M	RE-WAX HARD FLOORS AS NEEDED
D	CLEAN ALL GLASS DOORS
W	CLEAN ALL PUBLIC RECEPTION COUNTERS
M	CLEAN SPIDER WEBS FROM ENTRY CANOPY AND MAIN PATIO COVER
M	CLEAN LIGHTING FIXTURES AT STAIRS TO ENTRY WALKWAY
M	CLEAN WINDOWS INSIDE AND OUT TO NINE FEET
2M	CLEAN CARPET IN INFANT ROOM/INFANT SLEEPING ROOMS

FREQUENCY CODES: D = DAILY W = WEEKLY
 2W = TWICE A WEEK M = MONTHLY
 2M = TWICE A MONTH

ROUTINE SERVICES TASKS AND FREQUENCIES

RESTROOMS

<u>FREQUENCY</u>	<u>ROUTINE SERVICE TASKS</u>
D	EMPTY TRASH RECEPTACLES
D	REPLACE OBVIOUSLY SOILED/TORN TRASH RECEPTACLES/ LINERS
D	SPOT CLEAN TRASH RECEPTACLES
D	SPOT CLEAN FURNITURE AND FIXTURES
D	SPOT CLEAN BUILDING SURFACES
2W	DUST BUILDING SURFACES
2W	DUST FURNITURE SURFACES
D	GENERAL CLEAN-UP
D	DAMP MOP NON-CARPETED FLOORS
D	REMOVE CARPET STAINS
D	COMPLETELY VACUUM CARPETED FLOORS
D	REFILL DISPENSERS
D	CLEAN AND DISINFECT WASH BASINS AND TOILETS. REMOVE SOAP SCUM
W	DISINFECT FURNITURE, FIXTURES, WALLS, PARTITIONS, DOORS, ETC.
W	CLEAN AND REFILL FLOOR DRAINS
M	DUST HVAC VENTS
M	REWAX VINYL FLOORS

FREQUENCY CODES: D = DAILY
W = WEEKLY
2W = TWICE WEEKLY
M = MONTH

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COMPANY NAME Stonington Insurance Company 5801 Tennyson Parkway, Suite 600 Plano, TX 75024	PRODUCER NAME Thompson Insurance Enterprises, LLC 3380 Chastain Meadows Parkway Suite 100 Kennesaw, GA 30144
NAMED INSURED Irvine Child Development Center Operating Corp.	
MAILING ADDRESS 2 Civic Center Plaza Irvine, CA 92606	
POLICY PERIOD: FROM <u>09/13/2011</u> TO <u>09/13/2012</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	<u>\$1,000,000</u>
DAMAGE TO PREMISES	
RENTED TO YOU LIMIT	<u>\$100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	<u>\$5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	<u>\$3,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	<u>\$3,000,000</u>

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>Child Care Center</u>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): City of Irvine, Its Officers, Employees,
2. Name of Person or Organization (Additional Insured): Agents, Volunteers, and Representatives
One Civic Center Plaza
3. Additional Premium: \$171.00 Irvine, CA 92623-9575

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



BYLAWS
IRVINE CHILDREN, YOUTH, AND FAMILIES
ADVISORY COMMITTEE

ARTICLE I

Name

The name of this public entity shall be the Irvine Children, Youth, and Families Advisory Committee (hereinafter ICYFAC), an advisory body of the City of Irvine.

ARTICLE II

Principal Office

The principal office for the transaction of business is hereby fixed and located in the City of Irvine, County of Orange, California.

ARTICLE III

Purpose and Mission

Section 1. Purpose

The purpose of ICYFAC is to serve as a public advisory body of the City of Irvine, reporting to the City's Community Services Commission. ICYFAC's mission and purpose are to be achieved in accordance with the goals and objectives of City Council and Community Services Commission.

Section 2. Mission

ICYFAC's mission is to provide ongoing review and evaluation of the City of Irvine's Strategic Plan for Children, Youth, and Families. ICYFAC creates a governance process for reviewing strategic plan progress, conducting indicator studies, monitoring funded activities and integrating community input on an ongoing basis.

ARTICLE IV

Membership

Section 1. Members

There shall be but one class of members in this organization, and it shall be designated as the Advisory Committee (hereinafter Committee) with membership not to exceed fifteen (15) voting members, serving pursuant to Section 5310 of the California Government Code.. Any action taken by the Committee shall be deemed to be action taken by all members of ICYFAC.

Section 2. Composition of Committee

All Committee members must be a resident or employed in the City of Irvine.

Section 3. Selection of Members

The Mayor and each member of the City Council shall nominate one member to serve on the Committee. Two members of the Community Services Commission Children, Youth, and Families Task Force shall serve on the Committee and shall nominate two at-large community members and two youth members for Committee service. In addition, the following groups will be asked to nominate one person to represent the interests of their respective constituencies:

- Irvine Unified School District
- Tustin Unified School District
- Irvine Prevention Coalition
- Irvine Child Care Committee
- Irvine Public Safety (Ex-Officio)

All nominees shall be confirmed by the Community Services Commission. Members shall serve a two-year term, subject to the pleasure of the Community Services Commission and the constraints of these Bylaws. Members may be re-appointed for an unlimited number of terms. The Committee shall have the opportunity to review and comment to the Community Services Commission prior to appointment or reappointment of a member.

Section 4. Powers and Duties of the Committee

The Committee shall have all the primary powers and authorities necessary and convenient to carry out the business and affairs of ICYFAC, including the power to invite City residents to serve on ad hoc committees as non-voting participants.

Section 5. Liabilities and Property Rights of the Committee

No member of the Committee shall be personally liable for any indebtedness or liability, and any and all creditors shall look only to the City of Irvine's assets for payment.

ARTICLE V Officers

Section 1. Officers

The officers of this organization shall be either: Co-Chairs and a Secretary; or a Chair and a Vice Chair. All officers shall be elected by and hold office at the pleasure of the Committee.

A. Co-Chairs

Subject to the control of the Committee, and in lieu of an elected Chair and Vice Chair, Co-Chairs shall share general supervision, direction, and control of the business and affairs of this organization. They shall preside at all the meetings of the Committee on a rotating basis.

B. Chair

Subject to the control of the Committee, the Chair shall have the general supervision, direction and control of the business and affairs of this organization. The Chair shall preside at the meetings of the Committee, and represent the Committee at its direction.

C. Vice Chair

In the absence or resignation of the Chair, the Vice Chair shall perform all of the duties of the Chair, and in so acting shall have all of the powers of the Chair. The Vice Chair shall have such other powers and perform such other duties as may be prescribed, from time to time, by the Committee.

Section 2. Election

Regular election of officers shall be held at the Committee's annual meeting, in the spring of odd-numbered years. The Committee shall elect its officers from its own number, by majority vote of members present. The term of office shall be two years, commencing upon election.

Section 3. Removal or Resignation of Officers

Any officer may resign from office at any time by giving written notice to the Chair or Co-Chair. Any such resignation shall take effect at the time of the receipt of such notification, unless otherwise specified in the resignation letter and agreed to by the Committee. Resignation as an officer does not constitute resignation from the Committee.

Any officer may be removed from office by a quorum of the Committee, using procedures specified in Article VII. Removal from office shall not constitute removal from the Committee.

Section 4. Vacancies in the Offices of the Organization

A vacancy in any office of this organization shall be filled for the remainder of the unexpired term at the earliest opportunity, at a regular meeting. The office shall be filled from the Committee's own number, by election of majority vote of members present.

ARTICLE VI
Meetings

Section 1. Notice of Meetings

All meetings shall be noticed as required by law.

Section 2. Quorum and Adjournment

The presence of at least 51% of Committee members shall constitute a quorum for the transaction of business at any meeting of the Committee. In the event that less than a quorum of members shall be present at any meeting, the Committee Secretary or the members of the Committee who are present may adjourn the meeting, but may not transact any business, and the time and place of holding the next meeting will be publicly noticed.

Section 3. Regular Meetings

The Committee shall establish the date and time to hold regular meetings at a frequency determined by the Committee to be necessary for the conduct of the Committee's mission and purpose. All regular meeting notices shall be posted in a location freely accessible to the public at least 72 hours before the time of the meeting and must describe the business to be transacted.

Section 4. Special Meetings

A special meeting may be called at any time by the Chair or Co-Chair or by a majority of the members of the Committee, by delivering personally or by mail written notice to each member and notice as required by law for general circulation, and by posting notice in a location freely accessible to the public 24 hours before the time of the meeting. The special meeting notice must specify both the time and the place of the meeting and the business to be transacted.

Section 5. Attendance

Attendance at the regular meetings is a duty and obligation of each member. Any member who will be absent from any regular meeting or special meeting must notify the Committee secretary or the assigned City staff person by phone, email or letter received in advance of the meeting. Such advance notification shall constitute a "notified absence."

ARTICLE VII
Removal and Resignation of Members

Section 1. Resignation

A member may resign at any time by giving written notice to the Chair, Co-chair or the Committee Secretary. Any such resignation shall take effect at the time of the receipt of such notification, unless otherwise specified in the resignation letter and agreed to by the Committee.

Section 2. Involuntary Removal

Any member may be terminated from the Committee for lack of attendance or for cause by a vote of the majority of all Committee members.

A. Removal for Lack of Attendance

The Committee may, at its discretion, terminate a member's appointment for any of the following:

- a. two consecutive unnotified absences; or
- b. four consecutive absences; or

Any removal action taken because of absences must be taken at the next appropriate meeting date, and cannot be done at a later date.

B. Removal of Member for Cause

Members serve at the pleasure of the Community Services Commission, but the Committee may remove a member for cause. Such cause shall include, but is not limited to, violation of attendance requirements.

Section 3. Action on Removal

Action on termination must be through a meeting agenda item which specifies the member whose termination is sought and the reasons for such proposed action. In addition, the Committee Secretary must send a letter to such member, informing him/her of the proposed action. At the meeting, the member shall have an opportunity to be heard regarding the reasons why such termination should not occur. Termination of a member must be by a majority of the Committee, not by a majority of the quorum.

ARTICLE VIII
Amendment of Bylaws

These Bylaws may be amended or repealed and new bylaws adopted by a vote of the majority of members of the Committee at any meeting of such Committee.

Date: 7/15/09

Signed: Courne Schneider
Chair

Irvine Children, Youth, and Families Advisory Committee (ICYFAC)

2018 Meeting Schedule

DATE	DAY	TIME	LOCATION
February 28	Wed	5:30 p.m.	Civic Center, CTC
May 23	Wed	5:30 p.m.	Civic Center, CTC
August 29	Wed	5:30 p.m.	Civic Center, CTC
November 28	Wed	5:30 p.m.	Civic Center, CTC

ATTACHMENT 3

Approved at the August 30, 2017 ICYFAC Meeting