



# AGENDA

## IRVINE CHILD CARE COMMITTEE REGULAR MEETING

**MARCH 12, 2019  
9:00 AM**

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

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**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 audiovisual information.

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### CALL TO ORDER

### ROLL CALL

COMMITTEE MEMBER	Dawn Antis	Council Appointee-Fox
COMMITTEE MEMBER:	Joshua Arnaldo	Parent Representative
COMMITTEE MEMBER:	Cristina Blevins	Irvine Unified School District Appointee
COMMITTEE MEMBER:	Dr. Seema Choudhary	Council Appointee-Kahn
COMMITTEE MEMBER:	Linda Hunter	Community Representative
COMMITTEE MEMBER:	Tyrone Ledford	Irvine Valley College Appointee
COMMITTEE MEMBER:	Dayna Money	Council Appointee-Shea
COMMITTEE MEMBER:	Jessica Winn	Provider Representative
COMMITTEE MEMBER:	Jenny Woo	Parent Representative
COMMITTEE MEMBER:	Michelle Yost	Council Appointee-Kuo
COMMITTEE MEMBER	Vacant	Council Appointee- Wagner
COMMITTEE MEMBER:	Vacant	Community Representative
VICE CHAIR:	Wenli Lin	University of California, Irvine Appointee
CHAIR:	Donna Schwartze	Provider Representative

### PLEDGE OF ALLEGIANCE

### INTRODUCTIONS

**PRESENTATIONS**

1. Brown Act Refresher – Sheila Driscoll, Community Services Manager
2. Child Development and Milestones – Christina Blevins, Early Learning Specialist, Irvine Unified School District

**ANNOUNCEMENTS**

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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.

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**PUBLIC COMMENTS**

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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.

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**COMMITTEE REPORTS**

1. Irvine Child Development Center Operating Corporation – Committee Member
2. Irvine Children, Youth and Families Advisory Committee – Committee Member

**ADDITIONS AND DELETIONS TO THE AGENDA**

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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.

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**COMMITTEE BUSINESS**

1. **APPROVAL OF IRVINE CHILD CARE COMMITTEE MINUTES FOR MEETING HELD JANUARY 8, 2019**

**RECOMMENDED ACTION:**

Approve the minutes of the Irvine Child Care Committee meeting held January 8, 2019.

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.

**ADJOURNMENT**

Next meeting: IRVINE CHILD CARE COMMITTEE regular meeting, May 14, 2019, 9:00 AM, Heritage Park Community Center, 14301 Yale Avenue, Irvine, California.

**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) 724-6647.

**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 949-724-6647 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](http://cityofirvine.org). Meeting agendas and approved minutes are kept current on the City web site at [cityofirvine.org](http://cityofirvine.org).

I hereby certify that the agenda for the Irvine Child Care 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 4, 2019 by 5:30 p.m. as well as on the City's web page.

 \_\_\_\_\_, Committee Liaison

# THE BROWN ACT: AN OVERVIEW

Sheila Driscoll  
Community Services Manager

## History of the Ralph M. Brown Act

- ▶ Authored by Ralph M. Brown, a Central Valley Assemblyman, the Brown Act was passed in 1953. Its purpose is to safeguard the public's right to access and participate in government meetings within the State.
- ▶ The Brown Act is found at California Government Code Sections 54950 - 54963 and have been provided in your packet of materials.

## Who's Covered?

- ▶ Local Agencies - includes counties, cities, school and special districts.
- ▶ “Legislative Bodies” of each agency - the agency’s governing body
- ▶ “Covered boards,” that is any board, commission, committee, task force or other advisory body created by the agency, whether permanent or temporary.

## BROWN ACT BASICS

### **Intent of the Brown Act**

- ▶ To ensure that deliberations and actions of local legislative bodies are open and public.
- ▶ To ensure meaningful public access to local agency decisions.
- ▶ Meetings must be open to the public, held on a regular schedule, and follow a noticed agenda except when the Brown Act authorizes otherwise.
- ▶ No secret ballots.

## Brown Act Basics (CONT.)

- ▶ The Agenda - Posting Requirements, Content
- ▶ How Many is a Quorum?
- ▶ Meeting Types - Regular, Special, Emergency
- ▶ The Minutes, Official Record of Actions Taken
- ▶ Are Photographers and Videographers/TV allowed to film and/or audio record a public meeting?

## What Must Happen...

Under the Brown Act, an agency must:

- ▶ Post agenda for regular and special meetings.
- ▶ Notify the media of special or emergency meetings.
- ▶ Hold meetings in the jurisdiction of the agency except in limited circumstances.
- ▶ Not require a “sign-in” for anyone.

## City of Irvine Sunshine Ordinance

- ▶ Irvine Sunshine Ordinance - Adopted in November 2018
- ▶ Increased Transparency by providing meeting materials 12-days prior to City Council and Commission Meetings

## Public meetings

**Question:**

What constitutes a “meeting” under the Act?

**Answer:**

Deliberations or actions by a majority, *and* serial meetings which result in a “collective concurrence.”

(Serial Meeting: “A” calls or emails “B” who calls and emails “C” and so on...known as a “Daisy Chain”)



## It Is More Complex Than You Think...

- ▶ City Commissions/Committees - Staff Liaisons are there to assist with Brown Act compliance
- ▶ Consequences of violation?  
Violation of the Brown Act is a Misdemeanor - and results in bad publicity and embarrassment for the legislative body and the municipality.

## Group Discussion

### **Question:**

Under general Public Comments, a member of the public has a question on a matter that is not on the current meeting's agenda. The member of the public wants an immediate answer. Is it appropriate to provide a response to a clearly agitated and concerned member of the public?

## Group Discussion

### Answer:

- ▶ You are prohibited from discussing a matter, in detail or at great length, that has not been noticed on the current agenda.
- ▶ A proper response could be:
  - Request staff agendaize this matter at an upcoming Meeting, or
  - Ask staff to obtain the speaker's contact info and staff could follow up.

## Conclusion

An agency including city officials and employees must pay careful attention to detailed requirements in order to avoid possible media embarrassment, civil penalties and the invalidation of agency action.

## Guiding Children by Using Questions

By Jack Wright

Asking children questions is a way to guide them toward healthy behaviors by helping them think about what they do—and what effect they have on others. Over the course of many years, children who receive lots of gentle reminders—often in the form of questions—develop the ability to think about behaviors before doing them. For families, it can be hard to remain patient and calm as a toddler grabs a toy from a playmate or a 5-year-old throws a snack she doesn't like on the floor. It can be tempting to punish children to quickly put a stop to their behavior—but punishment often teaches children little about better alternative behaviors and it runs the risk of emotional harm.

*What just happened here?* is an excellent question after a child's behavior has caused a problem (e.g., maybe he has just knocked over a lamp while running in the house). It is important that he not be afraid that he will be punished when you ask the question, as that fear may limit a child's ability to think. The child will not be afraid if the relationship with the caregiver has been gentle throughout the child's experiences and never (or rarely!) impatient with her learning from mistakes. Many people think that a child is getting away with something if we don't punish them, but thinking about the behavior develops the improved behaviors far better than punishment would have.

Asking a question *before* an action is also an excellent way to encourage good behaviors. For example, when getting a child dressed for going outside, asking *Is it going to be cold outside?* is a more helpful and thought-provoking than simply telling him to put his coat on.

Asking a child about his behavior can stop the behavior *as it is happening* and get him to think about it. The best questions are ones that require more than a yes-or-no answer. Here are some examples.

- What problems are there when you run in the house?
- What happens when you grab your sister's doll away from her?
- What do you see on the table that might easily spill?
- Why is it healthy for you to brush your teeth?
- What are the good behavior ideas we came up with for going to the store?

The feelings we express when we question children are very important. Children know when we are upset with them. If we display anger or irritation, they may feel anxiety or fear—and that's when they aren't doing their best thinking. But if we can stay calm and warm as we ask these guiding questions, we'll see that troublesome behaviors end more quickly and become less common.

Asking children open-ended questions starts a conversation—and builds a relationship—and it even helps develop children's brains. Asking them open-ended questions that help them think about how they want to behave, supports reflection, and increases self-control over time.

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Dr. Wright retired from four decades of counseling as a licensed psychologist, occasionally teaching as an adjunct instructor at five different colleges. He is now a Child Development Consultant on the Flathead Reservation.



# SUPER SATURDAY

Saturday, March 9  
7:45 a.m.–2 p.m.

## Staff Development Day for Early Care and Education Professionals

This one-day professional development conference for individuals working with young children (0–5 years) offers four one-hour workshop sessions with eight to 10 different workshop topics to choose from, including:

- Effective Communication Strategies
- Guiding Behavior
- Supporting Children’s Social Emotional Development
- Working with Children Having Special Needs
- Caring for Infants and Toddlers
- Science, Technology, Engineering, and Math (STEM)
- Creative Art, Sensory, and Gross Motor Activities

\$15 for Irvine residents; \$20 for nonresidents. Light lunch provided.



Register online at [yourirvine.org](http://yourirvine.org) with course #13509. Registration is on a first-come, first-served basis. Reserve your space today.

### Workshop location:

**Lakeview Senior Center**

20 Lake Road, Irvine

For more information: 949-724-6632

To view workshop titles, visit [cityofirvine.org/supersaturday](http://cityofirvine.org/supersaturday).



**COMMITTEE BUSINESS  
MINUTES**

**ITEM 1**



# MINUTES

## IRVINE CHILD CARE COMMITTEE REGULAR MEETING

January 8, 2019

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 8, 2019, at 9:06 AM at the Heritage Park Community Center, 14301 Yale Avenue, Irvine, California; Chair Schwartz presiding.

Present: 7

COMMITTEE MEMBER:	Joshua Arnaldo	Parent Representative
COMMITTEE MEMBER:	Cristina Blevins	Irvine Unified School District Appointee
COMMITTEE MEMBER:	Linda Hunter	Community Representative
COMMITTEE MEMBER:	Tyrone Ledford	Irvine Valley College Appointee
COMMITTEE MEMBER:	Dayna Money*	Council Appointee-Shea
COMMITTEE MEMBER:	Dr. Seema Choudhary**	Council Appointee-Kahn
COMMITTEE MEMBER:	Vacant	Council Appointee-Kuo
COMMITTEE MEMBER:	Vacant	Council Appointee-Wagner
COMMITTEE MEMBER:	Vacant	Community Representative
CHAIR:	Donna Schwartz	Provider Representative

\* Arrived at 9:13 A.M.

\*\* Left at 10:30 A.M.

Absent: 4

COMMITTEE MEMBER:	Dawn Antis	Council Appointee-Fox
COMMITTEE MEMBER:	Jessica Winn	Provider Representative
COMMITTEE MEMBER:	Jenny Woo	Parent Representative
VICE CHAIR:	Wenli Lin	University of California, Irvine Appointee

### PLEDGE OF ALLEGIANCE

Chair Schwartz lead the Pledge of Allegiance.

### INTRODUCTIONS

There were no Introductions.

## **PRESENTATIONS**

Community Services Project Development Administrator Darlene Nicandro and MIG Consultant Melissa Erickson, presented the Heritage Community Park Improvements Master Plan Outreach.

## **ANNOUNCEMENTS**

Chair Schwartze distributed and discussed two articles by Dr. Laura Markham "What Every Parent Needs to Know about Praise," and "What to Say Instead of Praise."

Community Services Supervisor Traci Stubbler announced the following:

- Chair Schwartze was the recipient of an award from the Orange County Association for the Education of Young Children (OCAEYC).
- Community Care Licensing Family Child Care Stakeholder meeting was held on October 18, 2018. Approximately 50 providers attended the event.
- The Irvine Child Care Project will be conducting a child care provider recruitment for the new Loma Ridge Elementary School scheduled to open on August 22, 2019.
- The Orange County Child Care and Development Planning Council will be hosting an educational forum on Mapping Equal Access for All Children, The Landscape in Orange County, on Wednesday, January 16, 2019.
- The next Irvine Child Care Project Directors' Forum on Cultural Competence Awareness: A Critical Skill for Childhood Professionals, will be presented by Claudia Rebolledo on Thursday, February 7, 2019.

Program Coordinator Diana Magallón announced the following:

- Super Saturday for school age providers was held on October 13, 2018. The event offered a total of 33 workshops to the 270 participants in attendance.
- Super Saturday, for Early Care and Education Professionals will be held on on March 9, 2019. Registration is now open. Committee members were invited to volunteer at the event.
- The City of Irvine hosted the South Orange County Early Development Index (EDI) Town Hall Meeting on December 3, 2018. Over 50 individuals attended the event to review and discuss ways to utilize the EDI data.
- The City of Irvine will host Family Child Care Provider Roundtables on February 7, 2019, at Quail Hill Community Center. Providers are invited to attend and discuss effective business and marketing strategies for family child care programs, concerns, and challenges when working with parents, and developing quality programming.
- The City will be hosting a presentation on "Starting a Home Child Care Business" on Tuesday, April 30, 2019, at Quail Hill Community Center. This free workshop will be presented by the Children's Home Society of California.

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

There were no additions or deletions.

**PUBLIC COMMENTS**

There were no public comments.

**COMMITTEE REPORTS**

There were no committee reports.

**COMMITTEE BUSINESS**

**1. IRVINE CHILD CARE COMMITTEE REORGANIZATION**

**ACTION:**

Moved by Committee Member Blevins, seconded by Committee Member Arnaldo, and unanimously carried by members present to approve the appointments of the Irvine Child Care Committee.

Ayes: 7 Arnaldo, Blevins, Hunter, Ledford, Money, Choudhary, Schwarze  
Absent: 4 Antis, Lin, Winn, Woo

**ACTION:**

Moved by Committee Member Schwartz, seconded by Committee Member Choudhary, and unanimously carried by members present to approve the appointments of the Irvine Child Care Committee.

Ayes: 7 Arnaldo, Blevins, Hunter, Ledford, Money, Choudhary, Schwarze  
Absent: 4 Antis, Lin, Winn, Woo

**2. MINUTES**

**ACTION:**

Moved by Committee Member Blevins, seconded by Vice Chair Lin and unanimously carried by members present to approve the minutes of the regular meeting of the Irvine Child Care Committee held November 13, 2018.

Ayes: 6 Arnaldo, Blevins, Hunter, Ledford, Money, Schwarze  
Absent: 5 Antis, Choudhary, Lin, Winn, Woo

**ADJOURNMENT**

Moved by Committee Member Money, seconded by Committee Member Arnaldo, and unanimously carried by those members present, to adjourn the meeting at 11:05 a.m.

\_\_\_\_\_  
DONNA SCHWARTZE  
Chair

\_\_\_\_\_  
TRACI STUBBLER  
Child Care Coordination Supervisor

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



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

**ITEM 2**



# REQUEST FOR IRVINE CHILD CARE COMMITTEE ACTION

**MEETING DATE:** MARCH 12, 2019

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

*Dan Loughrey*

Community Services Manager

## 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

In accordance with Irvine Child Care Committee (Committee) Bylaws (Attachment 1), the Committee shall appoint one representative from their membership to serve on the Irvine Child Development Center Operating Corporation Board of Directors, and one representative to serve on the Irvine Children, Youth and Families Advisory Committee, as appropriate.

## COMMITTEE RECOMMENDATION

Not applicable.

## ANALYSIS

On August 10, 2010, the City Council approved a 10-year lease agreement (Attachment 2) between the City and Irvine Child Development Center Operating Corporation Board of Directors (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 day care 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 Irvine Children, Youth and Families Advisory Committee (ICYFAC) (Attachment 3). As part of the Strategic Plan, key community organizations were identified to participate on ICYFAC. The Committee has a voting seat on the 15-member Advisory Committee.

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 2019 is presented as Attachment 4.

### **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, Community Services Supervisor

### **ATTACHMENTS**

1. Irvine Child Care Committee Bylaws
2. Irvine Child Development Center Operating Corporation Lease Agreement
3. Irvine Children, Youth and Families Advisory Committee Bylaws
4. Irvine Children, Youth and Families Advisory Committee 2019 Meeting Schedule



## IRVINE CHILD CARE COMMITTEE BYLAWS

Community Services Resolution Number: 18-04  
Community Services Commission Approved: 06/06/2018

  
Director of Community Services

### 1.0 NAME

The name of this advisory body of the City of Irvine shall be the Irvine Child Care Committee (hereinafter "Committee").

### 2.0 LOCATION

The principal office for the transaction of business is hereby fixed and located at One Civic Center Plaza in Irvine, California.

### 3.0 PURPOSE, MISSION, AND DUTIES

3.1 Purpose - The Committee's purpose is to serve as an advisory body of the City of Irvine, reporting to the Community Services Commission (hereinafter "Commission"). The Committee shall provide input on the needs of the community pertaining to child care related issues.

3.2 Mission - The Committee's mission is to develop recommendations related to the availability of affordable quality child care and early education in Irvine.

3.3 Duties - The Committee's duties include, but shall not be limited to, working collaboratively with City departments and community organizations to enhance the provision of child care and early education services, providing outreach, and serving as a liaison to the community by informally sharing information learned at meetings, promoting City events for families and early childhood educators and sharing questions, concerns and ideas from the community with the Committee.

The Committee shall appoint one representative from their membership to serve on the Irvine Child Development Center Operating Board and one representative to serve on the Irvine Children, Youth and Families Advisory Committee, as appropriate.

The Committee shall report annually to the Commission on its goals and accomplishments.

## ATTACHMENT 1

#### 4.0 GENERAL STATEMENT OF POLICY

Provisions of the Irvine Municipal Code, Title I, Division 4-Commissions and Committees, are applicable to all Commissions and Committees appointed by, or otherwise operating under authority of the City of Irvine, City Council and/or its properly appointed delegate.

#### 5.0 MEMBERSHIP

The Committee shall consist of no more than fourteen (14) voting members consisting of Appointee and Liaison representatives, and shall serve pursuant to Section 5310 of the California Organizations Code. Accordingly, the Membership on the Committee is comprised of representatives meeting the following requirements and procedures:

##### 5.1 Appointee Members

5.1.1 One representative from each of the following educational Organizations, Irvine Unified School District, University of California, Irvine, and Irvine Valley College, shall be appointed by their respective organizations and serve a term of office in accordance with that appointment.

5.1.2 Each member of the City Council shall appoint one member to the Committee for a total of five (5) members, to serve at the pleasure of their Council Member.

5.2 Liaison Members - Shall be selected through the following procedure: All interested persons who reside or are employed in the City of Irvine shall submit written applications and all applicants will be invited to an oral interview with a minimum of three (3) Committee Members and one (1) optional representative from the Community Services Commission. Term of office shall be a period of two years. Reappointment to another term is possible by complying with the procedure outlined herein.

5.2.1 Community Members - Two (2)

5.2.2 Center- or Home-based Child Care Provider Members who operate or work in a child care program licensed by the State of California Community Care Licensing Division - Two (2)

5.2.3 Parent/Guardian Members having children under the age of 12 at the time of application submittal - Two (2)

##### 5.3 Resignation, Vacancies, and Removal

5.3.1 Resignation - Any Committee Member or officer may resign at any time by giving written notice to the Chair or Vice Chair.

5.3.2 Vacancies - In the event a vacancy is created, it shall be filled by the same method by which the vacancy was previously filled, at a timeline established by the Committee.

5.3.3. Removal - In the event a Committee Member fails to attend three (3) consecutive meetings, the Committee may, by motion, move to remove the Committee Member from the Committee. A majority vote of the Committee Members present at a duly constituted meeting shall be required to carry such a motion.

## **6.0 VOTING**

6.1 One Vote Per Member - Committee Members shall be entitled to one vote.

6.2 Proxy Votes - No proxy votes are permitted.

## **7.0 OFFICERS**

Officers of the Committee shall include a Chair and a Vice Chair, each of whom shall be a voting member of the Committee. The officers shall be elected by the Committee annually.

7.1 Election - Regular election of officers shall be held annually. The term of office shall be one (1) year, commencing upon election.

7.2 Chair - The Chair shall be responsible for the general supervision, direction, and control of the business and affairs of this Committee. The Chair shall preside over all meetings and represent the Committee to the Commission, the City Council and City staff.

7.3 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 authority of the Chair. The Vice Chair shall have such other powers and perform such other duties as may be prescribed by the Committee.

## **8.0 MEETINGS**

All meetings shall be open to the public and shall conform to the provisions of the "Ralph M. Brown Act".

8.1 Agenda - Agenda items may be submitted thirty (30) days in advance by any Committee Member upon notification to the Chair or City liaison. The agenda shall be established with items as coordinated by the Chair and City liaison.

8.2 Procedures - Robert's Rules of Order shall govern the general conduct of meetings.

- 8.3 Quorum - A majority of the Committee Members shall constitute a quorum. A majority vote of Committee Members present at a duly constituted meeting shall be required to carry a motion, proposal and/or resolution.
- 8.4 Regular Meetings - The Committee shall meet six (6) times each year per an annual schedule approved by the Committee at the last meeting of the previous year. All regular meeting agendas shall be posted in a location accessible to the public at least 72 hours before the time of the meeting and must describe the business to be transacted.
- 8.5 Special Meetings - A special meeting may be called at any time by the Chair or by a majority of the members of the Committee, by delivering personally, by mail, or by email written notice to each member and by circulating the agenda as required by law, and by posting the agenda in a location freely accessible to the public at least 24 hours before the meeting. The special meeting notice must specify both the time and the place of the meeting and the business to be transacted.

## 9.0 BYLAWS

Amendments to these bylaws are subject to approval and adoption by the Commission by a majority of the members present at a duly constituted meeting of the Commission.

COMMUNITY SERVICES COMMISSION RESOLUTION NO. 18-04

A RESOLUTION OF THE COMMUNITY SERVICES COMMISSION OF THE CITY OF IRVINE, CALIFORNIA, AMENDING THE BYLAWS OF THE IRVINE CHILD CARE COMMITTEE

WHEREAS, the City Council authorized the Community Services Commission to serve as the governing body of the Irvine Child Care Committee; and

WHEREAS, the Irvine Child Care Committee has approved revisions to its Bylaws to assure relevance to its mission; and

WHEREAS, the Bylaws amended are consistent with the City Council direction as to the mission of the Committee; and

NOW, THEREFORE, the Community Services Commission of the City of Irvine, DOES HEREBY RESOLVE as follows:

SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. Based on the above findings, the Community Services Commission of the City of Irvine DOES HEREBY RECOMMEND the adoption of the amended Bylaws of the Irvine Child Care Committee, attached hereto as Exhibit A.

SECTION 3. The Secretary to the Community Services Commission shall certify to the passage of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the Community Services Commission of the City of Irvine at a regular meeting held on the 6<sup>th</sup> day of June 2018 by the following roll-call vote:

AYES:	5	COMMISSIONERS:	Trussell, Schultz, Johnson-Norris, Konte, and Owens
NOES:	0	COMMISSIONERS:	None
ABSENT:	0	COMMISSIONERS:	None
ABSTAIN:	0	COMMISSIONERS:	None

  
\_\_\_\_\_  
CHAIR OF THE COMMUNITY SERVICES COMMISSION FOR THE CITY OF IRVINE

  
\_\_\_\_\_  
SECRETARY OF THE COMMUNITY SERVICES COMMISSION FOR THE CITY OF IRVINE



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;

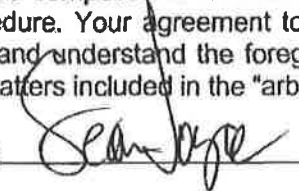
(f) The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator for good cause determines otherwise;

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

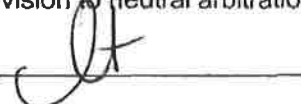
(h) The award or decision of the arbitrator, which may include equitable relief, shall be final and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

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"

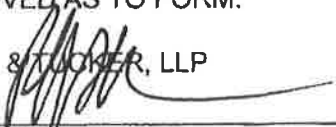
IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION, a California  
public benefit corporation

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**

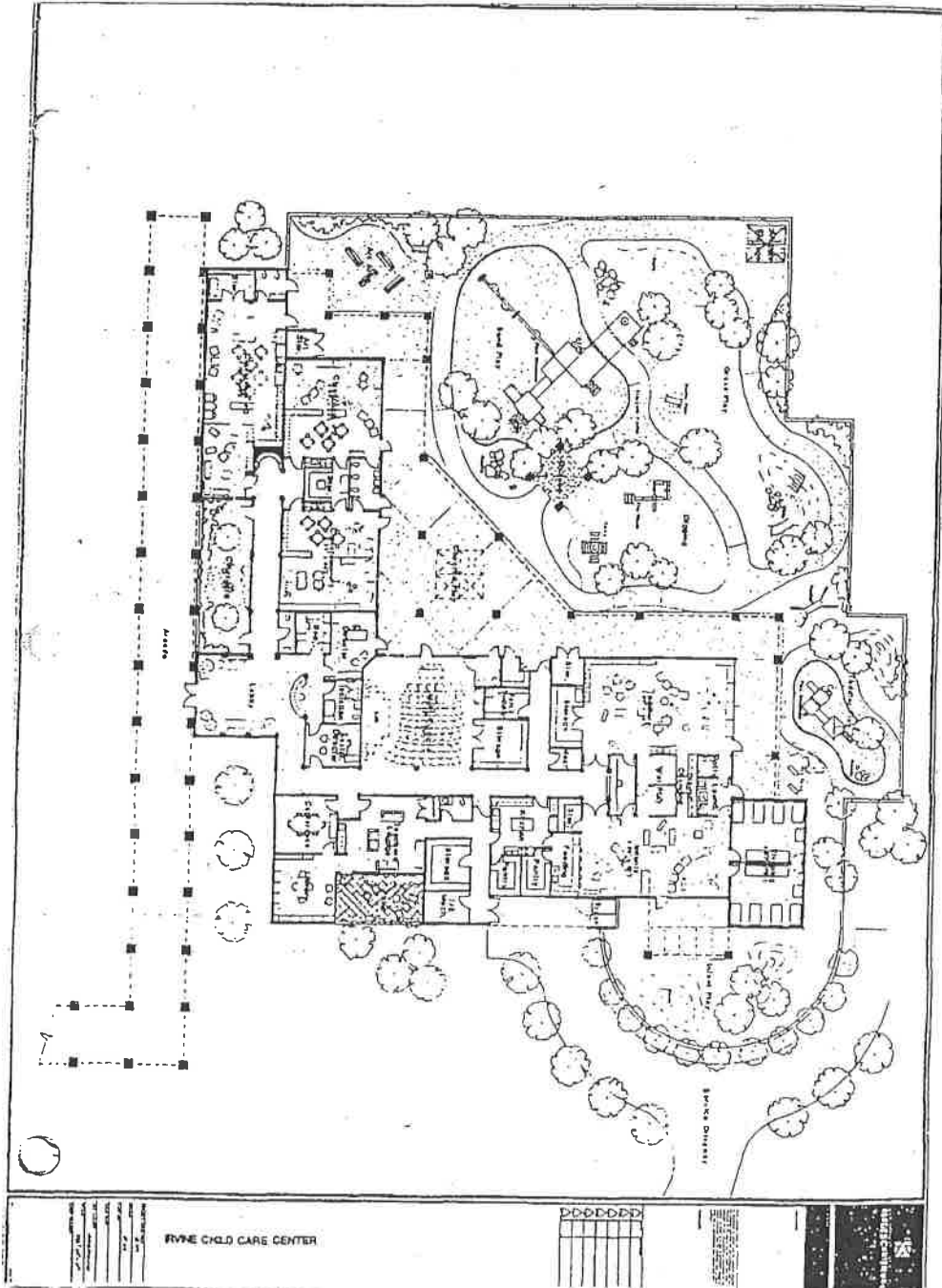




EXHIBIT B

**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  
VENDING AREAS, OUTSIDE PATIO AND COURTYARD  
KITCHEN, EMPLOYEE LOUNGE

<u>FREQUENCY</u>	<u>ROUTINE SERVICE TASKS</u>
D	EMPTY TRASH AND ASH RECEPTACLES, INCLUDING PATIO AREAS
D	REPLACE TRASH RECEPTACLE LINERS
D	SPOT CLEAN TRASH AND ASH RECEPTACLES
D	BREAK DOWN CARDBOARD BOXES
D	CLEAN AND DISINFECT DRINKING FOUNTAINS
D	SPOT CLEAN FURNITURE SURFACES
D	SPOT CLEAN BUILDING SURFACES
D	DUST FURNITURE SURFACES
D	GENERAL CLEAN-UP
D	DAMP MOP NON-CARPETED FLOORS
W	SPRAY BUFF HARD FLOOR, RE-WAX AS NEEDED
D	CLEAN ENTRANCE MATS
2W	EMPTY RECYCLING CONTAINERS
M	CLEAN INTERIOR WINDOWS AND PARTITIONS
D	REMOVE CARPET STAINS
D	COMPLETELY VACUUM CARPETED FLOORS
D	REFILL DISPENSERS
D	CLEAN AND DISINFECT WASH BASINS AND COUNTERS THEY ARE MOUNTED ON
2W	EMPTY TRASH RECEPTACLES IN OUTSIDE PATIO AND COURTYARD AREAS
W	SWEEP OUTSIDE PATIO, COURTYARD AND BUILDING WALKWAYS
D	EMPTY ASHTRAYS IN OUTSIDE PATIO AND COURTYARD AREA
M	DUST HVAC VENTS
M	REWAX VINYL FLOORS
M	DUST VENETIAN BLINDS
D	CLEAN ENTRANCE GLASS (ALL GLASS DOORS)

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

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

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

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

RETROACTIVE DATE (CG 00 02 ONLY)
<p>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.</p> <p>RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)</p>

DESCRIPTION OF BUSINESS
<p><b>FORM OF BUSINESS:</b></p> <p> <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)             </p> <p><b>BUSINESS DESCRIPTION:</b> <u>Child Care Center</u></p>

**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.



**IRVINE CHILDREN, YOUTH AND FAMILIES  
ADVISORY COMMITTEE  
BYLAWS**

Community Services Resolution Number: 18-07  
Community Services Commission Approved: 06/06/2018

  
Director of Community Services

**1.0 NAME**

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

**2.0 LOCATION**

The principal office for the transaction of business is hereby fixed and located at One Civic Center Plaza in Irvine, California.

**3.0 PURPOSE, MISSION, AND DUTIES**

- 3.1 Purpose – The purpose of the Committee is to serve as a public advisory body of the City of Irvine, reporting to the Community Services Commission (herein after "Commission"). The Committee's purpose is to be achieved in accordance with the goals and objectives of City Council and the Commission.
- 3.2 Mission – The Committee's mission is to provide ongoing review and evaluation of the City's children, youth and family-related initiatives.
- 3.3 Duties – The Committee's duties include reviewing progress of children, youth and family-related services and programs and integrating community input on an ongoing basis.

The Committee shall have all the primary powers and authorities necessary and convenient to carry out the business and affairs of the Committee, including the power to invite City residents to serve on ad hoc committees as nonvoting participants. The Committee shall recommend to the Commission such actions as they deem appropriate, and the Commission can convey such recommendations to the City Council as it deems appropriate.

The Committee shall report annually to the Commission on its goals and accomplishments.

#### **4.0 GENERAL STATEMENT OF POLICY**

Provisions of the Irvine Municipal Code, Title I, Division 4-Commissions and Committees, are applicable to all commissions and committees appointed by, or otherwise operating under, the authority of the City of Irvine, City Council and/or its properly appointed delegate.

#### **5.0 MEMBERSHIP**

The Committee shall consist of no more than fifteen (15) voting members ("Committee Members"). All Committee Members must either be a resident of, or employed in, the City of Irvine, and shall serve pursuant to Section 5310 of the California Organizations Code.

Membership on the Committee is comprised of representatives meeting the following requirements:

- 5.1 Five (5) City Council-appointed Members – Each member of the City Council shall appoint one member to serve on the Committee for a term expiring upon the expiration of the Council member's term.
- 5.2 Two (2) Members of the Community Services Commission – Community Services Commission elects two (2) members to serve two-year terms.
- 5.3 Two (2) Members-at-Large – Members-at-Large are selected through a public recruitment to serve two-year terms.
- 5.4 Two (2) Youth Members – Youth High School Members are selected through the City of Irvine Youth Action Team to serve one-year terms.
- 5.5 Five (5) Agency Representatives – The following groups will be asked to appoint one (1) person to represent the interests of their respective constituencies to serve at the pleasure of their organization:
  - 5.5.1 Irvine Unified School District
  - 5.5.2 Tustin Unified School District
  - 5.5.3 Irvine Prevention Coalition
  - 5.5.4 Irvine Child Care Committee
  - 5.5.5 Irvine Public Safety (Ex-Officio)

## 5.6 Resignation, Vacancies, and Removal

- 5.6.1 Resignation – Any Committee Member or officer may resign at any time by giving written notice to the Chair or Vice Chair.
- 5.6.2 Vacancies – In the event a vacancy is created, it shall be filled by the same method by which the vacancy was previously filled, at a timeline established by the Committee.
- 5.6.3. Removal – Absence from three (3) consecutive meetings may constitute the removal of the member. In the event a Committee Member fails to attend three consecutive meetings, the Committee may, by motion, move to remove the Committee Member from the Committee. A majority vote of the Committee Members present at the duly constituted meeting shall be required to carry such a motion.
- 5.6.4 Liabilities and Property Rights of the Committee - No member of the Committee shall be personally responsible for any indebtedness or liability, and any and all creditors shall look only to the City of Irvine's assets for payment.

## 6.0 VOTING

- 6.1 One Vote Per Member – Committee Members shall each be entitled to one vote.
- 6.2 Proxy Votes – No proxy votes are permitted.

## 7.0 OFFICERS

Officers of the Committee shall include a Chair and a Vice Chair, each of whom shall be a member of the Committee. The officers shall be elected by the Committee every other year.

- 7.1 Election – Regular election of officers shall be held at the Committee's spring meeting of odd-numbered years. The term of office shall be two (2) years, commencing upon election.
- 7.2 Chair – The Chair shall be responsible for the general supervision, direction, and control of the business and affairs of this Committee. The Chair shall preside over all meetings and shall represent the Committee to the Commission, the City Council and City staff.



7.3 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 authority of the Chair. The Vice Chair shall have such other powers and perform such other duties as may be prescribed by the Committee.

## 8.0 MEETINGS

All meetings shall be opened to the public and shall conform to the provisions of the "Ralph M. Brown Act".

8.1 Agenda – Agenda items may be submitted thirty (30) days in advance by any Committee Member upon notification to the Chair or City liaison. The agenda shall be established with items as coordinated by the Chair and City liaison.

8.2 Procedures – Robert's Rules of Order shall govern the general conduct of meetings.

8.3 Quorum – A majority of the Committee Members shall constitute a quorum. A majority vote of the Committee Members present at a duly constituted meeting shall be required to carry a motion, proposal and/or resolution.

8.4 Regular Meetings – The Committee shall meet four (4) times each year per an annual schedule approved by the Committee at the last meeting of the previous year. All regular meeting agendas shall be posted in a location accessible to the public at least 72 hours before the time of the meeting and must describe the business to be transacted.

8.5 Special Meetings – A special meeting may be called at any time by the Chair or by a majority of the members of the Committee, by delivering personally, by mail, or by email written notice to each member and by circulating the agenda as required by law, and by posting the agenda in a location freely accessible to the public at least 24 hours before the meeting. The special meeting notice must specify both the time and the place of the meeting and the business to be transacted.

## 9.0 BYLAWS

Amendments to these bylaws are subject to approval and adoption by the Commission by a majority vote of the members present at a duly constituted meeting of the Commission.

COMMUNITY SERVICES COMMISSION RESOLUTION NO. 18-07

A RESOLUTION OF THE COMMUNITY SERVICES COMMISSION OF THE CITY OF IRVINE, CALIFORNIA, AMENDING THE BYLAWS OF THE IRVINE CHILDREN YOUTH AND FAMILIES ADVISORY COMMITTEE

WHEREAS, the City Council authorized the Community Services Commission to serve as the governing body of the Irvine Children, Youth and Families Advisory Committee; and

WHEREAS, the Irvine Children, Youth and Families Advisory Committee has approved revisions to its Bylaws to assure relevance to its mission; and

WHEREAS, the Bylaws amended are consistent with the City Council direction as to the mission of the Committee; and

NOW, THEREFORE, the Community Services Commission of the City of Irvine, DOES HEREBY RESOLVE as follows:

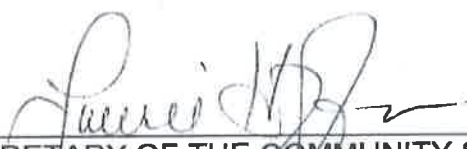
SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. Based on the above findings, the Community Services Commission of the City of Irvine, DOES HEREBY RECOMMEND the adoption of the amended Bylaws of the Irvine Children, Youth and Families Advisory Committee, attached hereto as Exhibit A.

SECTION 3. The Secretary to the Community Services Commission shall certify to the passage of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the Community Services Commission of the City of Irvine at a regular meeting held on the 6<sup>th</sup> day of June 2018 by the following roll-call vote:

AYES:	5	COMMISSIONERS:	Trussell, Schultz, Johnson-Norris, Konte, and Owens
NOES:	0	COMMISSIONERS:	None
ABSENT:	0	COMMISSIONERS:	None
ABSTAIN:	0	COMMISSIONERS:	None

  
\_\_\_\_\_  
SECRETARY OF THE COMMUNITY SERVICES  
COMMISSION FOR THE CITY OF IRVINE

  
\_\_\_\_\_  
CHAIR OF THE COMMUNITY SERVICES  
COMMISSION FOR THE CITY OF IRVINE

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

**2019 Meeting Schedule**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>LOCATION</b>
February 27	Wed	5:30 p.m.	Civic Center, CTC
May 22	Wed	5:30 p.m.	Civic Center, CTC
August 28	Wed	5:30 p.m.	Civic Center, CTC
November 13	Wed	5:30 p.m.	Civic Center, CTC