



AGENDA

IRVINE CHILD CARE COMMITTEE REGULAR MEETING

Chair:
Donna Schwartze

**March 9, 2021
9:00 AM**

Vice Chair:
Wenli Lin

Committee Members:
Imithri Bodhinayake
Jen Chiou
Shelby Clatterbuck
Emiliano Guzman
Donna King
James Mai
Nazy Nassiri
Noha Nour
Michelle Raji
Jessica Winn
Michelle Yost
Shareen Young

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

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

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

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

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

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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

IRVINE CHILD CARE COMMITTEE REORGANIZATION

RECOMMENDED ACTION:

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

PRESENTATION

1. **Early Development Index – Shelby Clatterbuck, Early Learning Specialist, Irvine Unified School District, Early Childhood Learning Center**

ANNOUNCEMENTS

Announcements, Committee Reports and Committee Comments are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

PUBLIC COMMENTS

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

COMMITTEE REPORTS

2. **Irvine Child Development Center Operating Corporation – Committee Member Winn**

3. Irvine Children, Youth and Families Advisory Committee

ADDITIONS AND DELETIONS TO THE AGENDA

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

COMMITTEE BUSINESS

4. APPROVAL OF IRVINE CHILD CARE COMMITTEE MINUTES FOR MEETING HELD JANUARY 12, 2021

RECOMMENDED ACTION:

Approve the minutes of the Irvine Child Care Committee meeting held January 12, 2021.

5. 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

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. Meeting agendas and approved minutes are kept current on the City web site at cityofirvine.org.

I hereby certify that the agenda for the Irvine Child Care Committee meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on March 4, 2021 by 5:30 p.m. as well as on the City's web page.

, Committee Liaison

ITEM 1 – PRESENTATION

(There is no report associated with this item.)

ITEM 2 – COMMITTEE REPORTS

Irvine Child Development Center Operating
Corporation

(There is no report associated with this item.)

ITEM 3 – COMMITTEE REPORTS

Irvine Children, Youth and Families Advisory
Committee

(There is no report associated with this item.)

**ITEM 4 – COMMITTEE BUSINESS
MINUTES**



MINUTES

IRVINE CHILD CARE COMMITTEE REGULAR MEETING

January 12, 2021

Irvine Child Resource Center
14341 Yale Avenue
Irvine, California 92604

CALL TO ORDER

A regular meeting of the Irvine Child Care Committee was called to order on January 12, 2021, at 9:05 a.m. at the Irvine Child Resource Center via Webex, 14341 Yale Avenue, Irvine, California; Chair Schwartz presiding.

Roll Call

Present: 10 Chair: Donna Schwartz
 Co-Vice Chair: Wenli Lin
 Committee Member: Imithri Bodhinayake
 Committee Member: Jen Chiou
 Committee Member: Shelby Clatterbuck
 Committee Member: Emiliano Guzman*
 Committee Member: Donna King
 Committee Member: Nazy Nassiri
 Committee Member: Jessica Winn
 Committee Member: Shareen Young

Absent: 1 Committee Member: Michelle Yost

* Arrived at 9:15 a.m.

PLEDGE OF ALLEGIANCE

Chair Schwartz leads the Pledge of Allegiance.

INTRODUCTIONS

Supervisor Stubbler introduced City of Irvine Deputy Director of Community Services Corey Lakin and Community Services Administrator Adam Buchanan.

PRESENTATIONS

1. Lisa Burke, Vice President of Learning and Integration with First 5 Orange County, provided an overview of key findings from the 26th Annual Conditions of Children Report.

ANNOUNCEMENTS

Supervisor Traci Stubler announced the following:

- 111 Irvine child care providers recently received grant funds from the CARES Act funding distributed through the Orange County COVID-19 Child Care Resiliency Program.
- The Orange County Child Care Emergency Task Force is keeping up with current vaccine distribution plans in the County. This will help ensure Irvine providers receive a notification as soon as they are eligible to obtain the vaccine and know where to go to receive a vaccine.
- Annual Committee elections will take place on March 9, for Chair and Vice Chair positions. The Committee will also be selecting appointments to the Irvine Child Development Center Operating Corporation and the Irvine Children, Youth, and Families Advisory Committee. Anyone interested in serving on either group, is encouraged to attend a meeting before the March meeting.

Program Coordinator Diana Magallón announced the following:

- Child Resource Center continues to provide curbside service. Members can reserve materials from the lending library online, call ahead and request materials from staff based on age and interest of their child, or drop-in and pick up pre-selected librarians choice bundles of books.

Committee Member King announced that Irvine Valley College has several early childhood courses with openings for the spring semester.

Committee Member Clatterbuck announced Welcome to Kindergarten will take place virtually on January 28.

ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

2. Irvine Child Development Center Operating Corporation (ICDCOC) – Committee Member Winn reported the program enrollment continues to be at 85 percent. They have begun the application process for the Paycheck Protection Program loan forgiveness. ICDCOC completed its negotiations for its 10-year lease renewal with the City of Irvine.
3. Irvine Children, Youth, and Families Advisory Committee – Administrator Buchanan reported that Dr. Jerry Weichman from the Weichman Clinic spoke on the pandemic's impact on teenagers. They have continued to see all the same issues teens were dealing with before the pandemic including increased anxiety and depression; however, these have become significantly magnified. Dr. Weichman emphasized the need for fresh air and exercise for youth to help combat the negative impacts of the pandemic. Middle School Programs SUCCEED program put together a series of talks for teachers, students, and parents to view.

COMMITTEE BUSINESS

4. MINUTES

ACTION: Moved by Vice Chair Lin, seconded by Committee Member Bodhinayake to approve the regular meeting minutes of the Irvine Child Care Committee held November 10, 2020.

Motion carried as follows:

Ayes: 9 Bodhinayake, Chiou, Clatterbuck, Guzman, King, Lin, Nassiriu,
Schwartz, Winn
Abstain: 1 Young
Absent: 1 Yost

5. IRVINE CHILD CARE COMMITTEE APPOINTMENTS

ACTION: Moved by Vice Chair Lin, seconded by Committee Member Clatterbuck for the Irvine Child Care Committee to approve the appointment of James Mai and Michelle Raji to serve as parent/guardian representatives on the Irvine Child Care Committee from Community Services Commission appointment through December 31, 2022.

Motion carried as follows:

Ayes: 9 Bodhinayake, Chiou, Clatterbuck, Guzman, King, Lin, Nassiriu,
Schwartz, Winn
Abstain: 1 Young
Absent: 1 Yost

ADJOURNMENT

Moved by Committee Member King, seconded by Vice Chair Lin, and unanimously carried by those members present, to adjourn the meeting at 10:25 a.m.

DONNA SCHWARTZE
CHAIR

TRACI STUBBLER
CHILD CARE COORDINATION SUPERVISOR

Date Approved: _____

ITEM 5 – COMMITTEE BUSINESS
APPOINTMENT OF MEMBER
REPRESENTATIVES TO THE IRVINE CHILD
DEVELOPMENT CENTER OPERATING
CORPORATION AND THE IRVINE
CHILDREN, YOUTH AND FAMILIES
ADVISORY COMMITTEE



REQUEST FOR IRVINE CHILD CARE COMMITTEE ACTION

MEETING DATE: MARCH 9, 2021

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

Director of Community Services

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

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 Board of Directors and one representative to serve on the Irvine Children, Youth and Families Advisory Committee.

COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

On December 9, 2020, the City Council approved a 10-year lease agreement (Attachment 2) between the City of Irvine and the Irvine Child Development Center Operating Corporation (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 January 1, 2021 to December 31, 2030, states the Committee shall have a voting seat on the ICDCOC Board of Directors.

The general purpose of the ICDCOC is to operate a licensed child day care center pursuant to State guidelines. ICDCOC Board of Directors, with input from the Committee

representative, will continue to develop program philosophy for the child daycare center, establish goals and objectives, and monitor program quality. The ICDCOC Board meets on the second Wednesday of each month at 4 p.m. and additional subcommittee meetings are scheduled as needed.

In 2008, the City Council accepted the Strategic Plan for Irvine Children, Youth, and Families Advisory Committee (ICYFAC). As part of the Strategic Plan, key community organizations were identified to participate on ICYFAC. In accordance with ICYFAC Bylaws, Article 5 – Membership, Section 5.5, the Committee is asked to appoint one person to represent the Committee on ICYFAC (Attachment 3).

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 2021 is presented as Attachment 4.

ALTERNATIVES CONSIDERED

The Committee could delay appointment of a representative to ICDCOC.

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 2021 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.

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 6th 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

COMMERCIAL PROPERTY LEASE
(IRVINE CHILD DEVELOPMENT CENTER)

This COMMERCIAL PROPERTY LEASE ("Lease") is made and entered into as of this 9th day of December 2020, by and between the CITY OF IRVINE ("City"), a California municipal corporation, and IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION, a California nonprofit public benefit corporation ("Lessee").

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, as depicted on the site plan attached hereto as Exhibit A ("Premises"), which is a part of the Irvine Civic Center. The Premises consist of a freestanding building containing approximately eleven thousand six hundred square feet (11,600 sf), and an outdoor playground area of approximately twelve thousand two hundred sixty-one square feet (12,261 sf) ("Playground Area").

B. Lessee currently operates the Premises as a child care facility pursuant to that certain Irvine Child Development Center Lease dated August 24, 2010 between City and Lessee (the "Existing Lease"). The fixed term under the Existing Lease terminated as of June 30, 2020, and converted to a month-to-month lease, pursuant to the same terms as set forth therein for the fixed term.

C. City and Lessee now desire to enter into a new lease transaction pursuant to the terms set forth in this Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Lessee hereby agree as follows:

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

2. Term.

2.1 Term. The term of this Lease shall commence January 1, 2021, and shall expire December 31, 2030.

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, City hereby grants to Lessee a right of first negotiation regarding the continued operation and management of the child care facility. Provided this Lease is not sooner terminated, and provided further that Lessee has operated in substantial compliance with this Lease, City shall exclusively negotiate with Lessee during the period commencing January 1, 2030 and expiring June 30, 2030 for the management and operation of a child care facility on the Premises. It is the intent of the parties hereto that Lessee have the first right to

negotiate for such operation and management and that City negotiate with Lessee for such operation and management prior to entering into negotiations with any third parties. Should City fail to begin negotiations in January 1, 2030, or should the negotiations in good faith extend past June 30, 2030, City will provide a six (6) month extension to the December 31, 2030 expiration date.

2.3 Periodic Review and Right of Termination. Notwithstanding Section 2.1 and Section 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 Lessee, as permitted under Section 5.3 below; a review of the general operations and management of Lessee; a review of the adult/child ratios; a review of the enrollment in the child care center relative to the capacity; the status of Lessee'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 Lessee, 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, Lessee or Lessee'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 Lessee. Lessee shall have the right to terminate this Lease if Lessee 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 one hundred twenty (120) days after the condemnation or damage. Rent payable under this Lease shall be abated during any such period in which less than all of the Premises are available for use by Lessee. Lessee acknowledges and agrees that Lessee shall have no right to any portion of any condemnation award or any proceeds of casualty insurance, and that such awards shall be payable solely to City.

3. RENT

3.1 Monthly Rent. Lessee shall pay to City rent in the amount of One Thousand Four Hundred Sixty-Seven Dollars and Sixty-Nine Cents (\$1,467.69) per month. Rent shall be paid in lawful money of the United States of America, and shall be due on the first day of each calendar month, without notice or demand, at the address set forth in Section 13 (Notices) of this Lease. If this Lease is terminated on a day other than the last day of a calendar month, the monthly rental payment for the final partial month shall be prorated and adjusted to the date of termination.

3.2 Annual Rent Increases. The monthly rental amount shall increase on an annual basis, on each October 1st during the term, pursuant to the terms of this Section 3.2. Commencing as of October 1, 2021, monthly rent shall increase to One Thousand Eight Hundred Eighty-Six Dollars and Seventy-Two Cents (\$1,886.72). On October 1, 2022, and on each subsequent October 1st during the term, monthly rent shall increase by three percent (3%) of the then-current monthly rent.

3.3 Interest on Unpaid Rent. Rent and any other charge payable hereunder not paid after Lessee'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. Lessee acknowledges that late payment by Lessee 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 Lessee is not received by City within ten (10) days of when due, Lessee 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 Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent City from exercising any of the other rights and remedies available to City.

3.5 Taxes and Assessments. Lessee shall pay as additional rent, all taxes; including, without limitation, ad valorem general real estate taxes, installments of assessments, general and special, and all other public charges levied upon or assessed against the Premises, or any part(s) thereof, arising by reason of the existence, occupancy, use or possession of the Premises, or the business carried on therein.

4. Use; Limitations on Use.

4.1 Use. Lessee 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 Lease, Lessee shall (i) operate the Premises in a manner consistent with all applicable State and County child care operational laws and regulations, including but not limited to the California Code of Regulations 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. Lessee's use of the Premises shall be in strict accordance with the following:

4.2.1 Lessee 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;

4.2.2 Lessee shall comply with all applicable laws and regulations concerning Lessee's use of the Premises. Lessee 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 Lessee's particular and specific use of the Premises at the time, or any unauthorized alteration by Lessee. Subject to City's right to terminate this Lease pursuant to Section 2.3 above, City shall

make any alterations, maintenance, or restoration to the Premises required by such laws that Lessee is not otherwise obligated hereunder to make; and

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

5. Lessee's Conduct of Business.

5.1 Hours of Operation. Lessee 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 Lessee.

5.2 Adult/Child Ratio. Lessee 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 Lessee's employees or other cause outside the reasonable control of Lessee:

<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 Lessee 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. Lessee shall maintain at the Premises full, complete, accurate, and proper books and accounts of all financial transactions of Lessee relating to the operation in the Premises, which books and records shall be at all reasonable times open to inspection after giving Lessee two (2) business 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 Lease, Lessee shall provide City a copy of the balance sheet of Lessee, 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 Lease, Lessee 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. Lessee must obtain, at Lessee's sole cost and expenses, all permits, and/or bonds required of Lessee by this Lease 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 Lease 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 Lessee as a result of delays by the licensing or permitting authority beyond the control of Lessee, Lessee shall provide City with a statement certified by an officer of Lessee setting forth the status of the license, permit and/or renewal.

5.5 Accreditation. Lessee shall maintain accreditation from the National Academy of Early Childhood Programs through the National Association for the Education of Young Children or continued participation in the Orange County Quality Rating and Improvement System through the Orange County Department of Education.

5.6 Employment. All persons employed by Lessee 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. Lessee shall comply with all 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 Lessee 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. Lessee shall retain, at Lessee's sole cost and expense, a full-time on-site 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 Lease, Lessee shall comply with the City of Irvine Human Rights Ordinance, as amended. Lessee shall ensure that the evaluation and treatment of employees and applicants for employment are free of discrimination. Lessee 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. Lessee 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 Lessee's Board of Directors.

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

5.11 Tuition Rates. Lessee shall maintain tuition rates at or below the mean of Irvine-based child care providers.

6. Release, Insurance and Indemnity.

6.1 Release by Lessee. As partial consideration for being permitted to use the Premises, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue any of the "City and City Personnel" (as defined in Section 6.4.4 below) from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the City and City Personnel for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the Premises by Lessee or any guests or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this license, or by reason of any act or omission on the part of Lessee or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the Premises (hereinafter, the "Claims"), except for any Claims caused by the gross negligence or willful misconduct of any of the City and City Personnel. Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.

6.2 Non-Liability of City. Lessee acknowledges that none of the City and City Personnel shall be liable for any of the Claims, except for any Claims caused by the gross negligence or willful misconduct of any of the City and City Personnel.

6.3 Indemnification by Lessee. Except to the extent caused by the gross negligence or willful misconduct of any of the City and City Personnel, Lessee shall indemnify each and all of the City and City Personnel 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 Lessee shall not be required to indemnify, defend or hold harmless any of the City and City Personnel from any Claim which arises from the gross negligence or willful misconduct of any of the City and City Personnel. In connection therewith:

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

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

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

6.4 Insurance Coverage Required. Without limiting Lessee's indemnification obligations, Lessee shall procure and maintain, at its sole cost and for the duration of this Lease, 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 Lessee, its agents, representatives, and employees. The policies and amounts of insurance required hereunder shall be as follows:

6.4.1 General Liability (including premises and operations, contractual liability, personal injury, property damage): Five Million Dollars (\$5,000,000) per occurrence, and Ten Million Dollars (\$10,000,000) in the aggregate.

6.4.2 Workers' Compensation and Employer's Liability: Workers' Compensation Insurance (if Lessee 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 Lease.

6.4.3 Officers and Directors Insurance: Coverage with a limit of not less than Five Million Dollars (\$5,000,000).

6.4.4 General Requirements. All of Lessee's insurance other than the insurance required by Section 6.4.2:

(a) Shall name the City, and its officers, officials, members, 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 any of the City and City Personnel shall be in excess of Lessee'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.

6.4.5 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 Lease.

6.4.6 Evidence of Coverage. Lessee shall furnish City with certificates of insurance demonstrating the coverage required by this Lease 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 Lease.

6.4.7 Initial Insurance Limits. Notwithstanding anything in this Section 6.4 to the contrary, the limits described in Section 6.4.1 and Section 6.4.3 shall not be effective until October 1, 2021 (the "New Limits Commencement Date"). During the period commencing as of January 1, 2021 and ending on the New Limits Commencement Date, the insurance limit in Section 6.4.1 shall be Five Million Dollars (\$5,000,000) per occurrence, and the insurance limit in Section 6.4.3 (the "D&O Limit") shall be One Million Dollars (\$1,000,000); provided, further, however, that the D&O Limit shall not be required to be increased if such higher coverage is not available or obtainable at commercially reasonable rates. Lessee shall be required to perform such review annually, commencing as of the New Limits Commencement Date.

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 structural parts of the building (including the roof) and other exterior improvements on the premises. The specific improvements for which City is responsible for maintaining are set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference.

City shall not be obligated to repair, and Lessee shall maintain and repair, all damage to the extent caused by the acts or omissions of Lessee. 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.

7.2 Lessee's Maintenance. Except to the extent caused by the acts or omissions of any of City and City Personnel, Lessee, at its sole cost and expense, shall maintain, in good condition (including the replacement thereof, as necessary), all interior portions of the Premises. The specific improvements for which Lessee is responsible for

maintaining are set forth in Exhibit "C", which is attached hereto and incorporated herein by this reference.

Except to the extent caused by the acts or omissions of City or City's representatives, Lessee shall be liable for any damage to the Premises resulting from the acts or omissions of Lessee, or its authorized representatives, invitees or guests. Lessee 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.

If any item of maintenance or repair is not clearly delineated on Exhibit "B" or Exhibit "C" hereto, the City Manager and Lessee's Director shall cooperate in good faith to determine the responsible party.

7.3 Alterations. Lessee 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 to any written request by Lessee 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 Lease, except that City may elect at the time of granting its consent to the alterations to require Lessee to remove any alterations that Lessee has made to the Premises at the expiration or earlier termination of the Lease. If City so elects, Lessee 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 Lessee 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 Lessee 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. Lessee shall be responsible for all costs associated with the alterations, which must meet all City specifications and quality standards. Lessee may request that City make and accept responsibility for the alterations, and if any such responsibility is accepted by City, in writing, City shall submit invoices to Lessee for reimbursement of costs.

7.4 Mechanics' Liens. Lessee shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Lease. Lessee shall keep the Premises free and clear of all mechanics' liens resulting from construction done by or for Lessee. Lessee shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by City, Lessee 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. Lessee shall make all arrangements for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water and telephone service. Lessee 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. Lessee shall participate in the City recycling program and energy and water conservation programs, if any. City shall pay for the telephone line that services the fire alarm on 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 Lessee 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 Lessee for review upon five (5) days' notice. Lessee shall daily survey the Playground Area and Playground Area equipment. In the event Lessee identifies a defect or item or area which requires repair in the course of its survey, Lessee 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, Lessee 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. Lessee acknowledges and agrees that City requires a heightened standard of custodial services and overall cleanliness at the Premises, and agrees to maintain the Premises and perform custodial services at the Premises at the levels and standards as set forth in Exhibit "D", which is attached hereto and incorporated herein by this reference.

8. Assignment. The parties hereto acknowledge that City has entered into this Lease with Lessee in order to promote and support child care within the City of Irvine, and because of Lessee's extensive experience and specialized skills in operating child care facilities. This Lease is personal in nature to City and Lessee. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any other person or entity (except Lessee'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 sole and absolute discretion. Any assignment or encumbrance without City's consent shall be voidable and 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 Lessee hereunder shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (1) If Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Lessee is the bankrupt party; (2) If a writ of attachment or execution is levied on this Lease; and/or (3) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession

of the Premises. An involuntary assignment shall constitute a default by Lessee and City shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Lessee.

9. Default.

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

9.1.1 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); provided, however, that Lessee's failure to occupy and operate the Premises as the result of a natural disaster, governmental restriction, or pandemic, including, without limitation, the COVID-19 pandemic, shall not constitute an abandonment or vacation; and

9.1.2 Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to Lessee. If the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default within sixty (60) additional days, for a total cure period of up to ninety (90) days.

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

9.2 City's Remedies. City shall have the following remedies if Lessee commits a default after expiration of applicable notice and cure periods. These remedies are not exclusive; but rather 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 Lessee hereunder, City shall have the right to terminate Lessee's right to possession of the Premises at any time. In addition, if Lessee is in default (after expiration of applicable notice and cure periods) of this Lease, City shall have the right to cure the default at Lessee's cost. If City, by reason of Lessee'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 Lessee 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 Lessee. 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 Lease 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 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:

10.1 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;

10.2 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;

10.3 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;

10.4 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;

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

10.6 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;

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

10.8 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: _____ LESSEE: *David J. ...*

11. City's Entry on the Premises. Upon giving two (2) days prior written notice to Lessee 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 Lessee is complying with the obligations under this Lease; (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 Lease; (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 Lessee. City shall exercise its rights under this Section upon not less than forty-eight (48) hours prior written notice to Lessee, except in the event of an emergency, in which event no notice shall be required.

12. Services to City Employees. Lessee 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 Lessee 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 Lessee 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 Lessee within such five (5) day period, Lessee 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 Lessee: Irvine Child Development Center Operating Corporation
2 Civic Center Plaza
Irvine, CA 92606
Attn: Board Chairperson

14. Miscellaneous.

14.1 Relationship of Parties. Lessee and its agents and employees shall act, in the performance of this Lease, 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 Lessee under this Lease.

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

14.3 Integration. This Lease represents the entire Lease 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 Lease.

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 Lease, the singular shall include the plural.

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

"City"

THE CITY OF IRVINE,
a California municipal corporation and charter city

By: Marianna Maryshova
Its: Marianna Marysheva, Interim City Manager

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey T. Melching
Jeffrey T. Melching, City Attorney

ATTEST:

Carl Petersen
Molly M. Perry, City Clerk
Carl Petersen, Interim City Clerk
"Lessee"

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

By: Shirley Jackson
Its: DIRECTOR

EXHIBIT "A"

DEPICTION OF PREMISES



EXHIBIT "B"

CITY MAINTENANCE RESPONSIBILITIES

- Building structure and exterior siding
- Exterior doors, frames and associated hardware
- Exterior windows and frames
- Exterior fencing and associated hardware
- Exterior painting
- Exterior concrete
- Building electrical system
- Building plumbing system (except interior plumbing fixtures and clearing of normal drain clogs)
- Building heating, ventilation and air conditioning (HVAC) system
- Building fire and life safety system (including monitoring service and code required inspections)
- Interior suspended ceiling system
- Interior and exterior pest control services
- Landscaping
- Exterior playground equipment
- Exterior playground safety surfaces including rubber pour-in-place and sand areas (including required regular safety inspections and testing)
- Interior lighting fixtures, ballasts, and exit signs (excluding replacement of lightbulbs)

EXHIBIT "C"

LESSEE MAINTENANCE RESPONSIBILITIES

- Interior plumbing fixtures and clearing of normal drain clogs
- Interior doors, frames and associated hardware
- Interior flooring
- Interior painting and baseboards
- Interior window coverings and blinds
- Interior countertops, cabinets, and associated hardware
- Interior restroom mirrors and dispensers
- Interior signage
- Card access and security systems (including monthly monitoring services)
- Custodial services and associated supplies
- Restroom paper products (material only)

EXHIBIT "D"

CUSTODIAL SERVICES

THE FOLLOWING REPRESENTS THE CITY'S STANDARDS FOR DAILY, WEEKLY, AND MONTHLY CUSTODIAL FUNCTIONS:			
<u>ROUTINE SERVICES TASKS AND FREQUENCIES</u>			
<u>ALL INTERIOR OFFICE AREAS AND CLASSROOMS</u>			
<u>FREQUENCY</u>	<u>ROUTINE SERVICE TASKS</u>		
D	EMPTY AND SPOT CLEAN TRASH AND TRASH 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		
<u>FREQUENCY CODES:</u>		<u>D = DAILY</u>	<u>W = WEEKLY</u>
		<u>2W = TWICE A WEEK</u>	<u>M = MONTHLY</u>
		<u>2M = TWICE A MONTH</u>	

ROUTINE SERVICES TASKS AND FREQUENCIES
VENDING AREAS, OUTSIDE PATIO AND COURTYARD,
KITCHEN, AND EMPLOYEE LOUNGE

FREQUENCY	ROUTINE SERVICE TASKS
D	EMPTY TRASH RECEPTACLES, INCLUDING PATIO AREAS
D	REPLACE TRASH RECEPTACLE LINERS
D	SPOT CLEAN TRASH RECEPTACLES
D	BREAK DOWN CARDBOARD BOXES
D	CLEAN AND DISINFECT DRINKING FOUNTAINS
D	SPOT CLEAN FURNITURESURFACES
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 ENTRANCEMATS
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
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
	2M = TWICE A MONTH

RESTROOMS

FREQUENCY	ROUTINE SERVICE TASKS	
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	
D	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 = MONTHLY
	2M = TWICE A MONTH	



**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-Offico)

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 6th 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)**

2021 Meeting Schedule

DATE	DAY	TIME	LOCATION
February 24	Wed	5:30 p.m.	Civic Center, L102
May 26	Wed	5:30 p.m.	Civic Center, L102
August 25	Wed	5:30 p.m.	Civic Center, L102
November 10	Wed	5:30 p.m.	Civic Center, L102

APPROVED 11/18/2020

ATTACHMENT 4