



AGENDA

IRVINE CHILD CARE PROJECT REGULAR MEETING

June 14, 2021
8:30 AM

Adam Buchanan
President

Cyril Yu
Vice President

Alan Battenfield
Clerk

Board Member:
Stephanie Bynon
Tammy Kim

Irvine Child Resource Center
14341 Yale Avenue
Irvine, California

Zoom Meeting

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

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

YOU MAY SUBMIT COMMENTS ON ANY AGENDA ITEM OR ON ANY ITEM NOT ON THE AGENDA, IN WRITING VIA MAIL TO "ATTN: IRVINE CHILD CARE PROJECT," ONE CIVIC CENTER PLAZA, IRVINE, CA 92606; OR BY EMAIL TO SDINEEN@CITYOFIRVINE.ORG. YOU MAY ALSO PROVIDE LIVE COMMENTS VIA "ZOOM." FOR MORE INFORMATION, VISIT [IRVINE CHILD CARE PROJECT](http://IRVINECHILD.CAREPROJECT.COM).

PLEASE NOTE: THE IRVINE CHILD CARE PROJECT IS MAKING EVERY EFFORT TO FOLLOW THE SPIRIT AND INTENT OF THE BROWN ACT AND OTHER APPLICABLE LAWS REGULATING THE CONDUCT OF PUBLIC MEETINGS, IN ORDER TO MAXIMIZE TRANSPARENCY AND PUBLIC ACCESS. FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT THE COMMUNITY SERVICES DEPARTMENT AT 949-724-6600, OR VIA EMAIL AT SDINEEN@CITYOFIRVINE.ORG. IT WOULD BE APPRECIATED IF WRITTEN COMMUNICATIONS OR PUBLIC COMMENTS RELATED TO ITEMS ON THE AGENDA, OR ITEMS NOT ON THE AGENDA, ARE PROVIDED PRIOR TO THE COMMENCEMENT OF THE MEETING.

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

ANNOUNCEMENTS

PRESENTATIONS

ADDITIONS AND DELETIONS TO THE AGENDA

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

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

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

ACTION:

Approve the minutes of a regular meeting of the Irvine Child Care Project held on May 10, 2021.

2. WARRANT REQUEST – CATALYST FAMILY INC.

RECOMMENDED ACTION:

Approve payment of \$34,772.94 to Catalyst Family Inc. for child care development services for April 1-30, 2021.

3. WARRANT REQUEST – CATALYST FAMILY INC.

RECOMMENDED ACTION:

Approve payment of \$60,016.72 to Catalyst Family Inc. for the Quarter 3 adjustment for child care development services provided in the period July 1, 2020 through March 31, 2021.

4. WARRANT REQUEST – IRVINE CHILDREN'S FUND (ICF) SCHOLARSHIPS

RECOMMENDED ACTION:

Approve payments for warrants totaling the amount of \$7,325.00 (CDBG) for child care services for April 1-30, 2021 funded by ICF scholarships.

- \$ 5,432.00 to Rainbow Rising **(CDBG)**
- \$ 00.00 to Kids Stuff
- \$1,893.00 to Catalyst Family Inc. **(CDBG)**
- \$ 00.00 to Dolphin Club
- \$ 00.00 to Creekers Club

5. WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

RECOMMENDED ACTION:

Approve payment of \$72,423.34 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of April 2021.

- \$46,674.67 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,625.92 for Utilities
- \$ 6,858.33 for Facilities & Financial Support

6. WARRANT REQUEST – CITY OF IRVINE

RECOMMENDED ACTION:

Approve payment of \$15,141.78 to the City of Irvine for Program and Grant Administration for the month of April 2021.

- \$ 14,020.78 for Program Administration
- \$ 1,121.00 for Grant Administration

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

RECOMMENDED ACTION:

Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2021 through June 30, 2022.

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

RECOMMENDED ACTION:

Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2021 through June 30, 2022.

BOARD BUSINESS

9. ACCEPTANCE OF FUNDS AWARDED BY THE IRVINE CHILDREN’S FUND (ICF) TO SUPPORT THE ICCP SCHOLARSHIP PROGRAM FOR THE 2021-22 FISCAL YEAR

RECOMMENDED ACTION:

Accept the award of \$80,000 for the 2021-22 Fiscal Year and one time funds in the amount of \$979,820 from Irvine Children’s Fund to support the ICCP Scholarship Program.

10. IRVINE CHILD CARE PROJECT (ICCP) PROPOSED BUDGET FOR FY 2021-22 WITH MULTI-YEAR BUDGET PROJECTIONS

RECOMMENDED ACTION:

Approve the FY2021-22 Budget.

11. IRVINE CHILD CARE PROJECT RENT RELIEF FOR PROVIDERS

RECOMMENDED ACTION:

Approve one of the following options:

Option A: No additional waiver for rental payments, or any portion thereof, beyond June 2021.

Option B: Waiver of 50 percent of rental payments for the month of July 2021, which would be a loss in revenue to ICCP of \$78,870.00

Option C: Additional rent relief options as proposed by the Board.

REPORTS

12. FACILITIES AND BUDGET REPORT – LAURIE SERICH

13. ICCP ADMINISTRATOR’S REPORT – TRACI STUBBLER

ADJOURNMENT

The next Regular Irvine Child Care Project Board Meeting will convene at 8:30 a.m. on **Monday, September 13, 2021.**

NOTICE TO THE PUBLIC

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

STAFF REPORTS

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

Written Materials/handouts:

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

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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

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

COMMUNICATION DEVICES

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

MEETING SCHEDULE

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

I hereby certify that the agenda for the Irvine Child Care Project meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby, One Civic Center Plaza, Irvine, California on June 8, 2021 by 5:30 p.m. as well as on the City's web page.



Board Liaison

CONSENT

ITEM 1
MINUTES



Minutes

IRVINE CHILD CARE PROJECT REGULAR MEETING

May 10, 2021
8:30 AM

Adam Buchanan
President

Cyril Yu
Vice President

Alan Battenfield
Clerk

Board Member:
Stephanie Bynon
Tammy Kim

Irvine Child Resource Center
14341 Yale Avenue
Irvine, California

Zoom Meeting

CALL TO ORDER

A regular meeting of the Irvine Child Care Project (ICCP) was called to order on Monday, May 10, 2021 at 8:34 a.m. by Vice President Yu.

ROLL CALL

Present:	BOARD MEMBER:	Stephanie Bynon
	BOARD MEMBER:	Tammy Kim*
	CLERK:	Alan Battenfield
	VICE PRESIDENT:	Cyril Yu
	PRESIDENT:	Alternate Member Corey Lakin

*Stepped out of meeting at 8:55 and returned at 9:05 a.m.

PLEDGE OF ALLEGIANCE

Supervisor Stubler led the Pledge of Allegiance.

INTRODUCTIONS

Supervisor Stubler introduced Denise Chang, Program Assistant with the City of Irvine. Denise joined the City of Irvine on May 3, 2021 and is looking forward to supporting the Irvine Child Care Project.

ANNOUNCEMENTS

There were no announcements.

PRESENTATIONS

There were no presentations.

ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

Ellen England, Director at Stone Creek Creekers' Club expressed gratitude to the ICCP Board, the Irvine Children's Fund, and its Executive Director Sharon Wellikson for the financial support during the COVID-19 pandemic, as well as the yearly fundraising that Sharon does for the ICCP scholarship program. She also shared her concern for the coming school year and how reduced capacity limitations as a result of the pandemic will affect her ability to enroll new and returning students.

Jennifer Willis, Administrative Director with Rainbow Rising, expressed the gratitude of her entire organization to the ICCP Board for the financial support via rent relief throughout the COVID-19 pandemic. Rainbow Rising is also very thankful for the daily support provided by City of Irvine and IUSD staff, especially the assistance securing expanded access on IUSD campuses over the previous months and scholarship support for families in need.

CONSENT CALENDAR

Moved by Clerk Battenfield, seconded by Board Member Bynon, and unanimously carried to approve Consent Calendar items 1 through 11.

The motion carried as follows:

Ayes: Battenfield, Bynon, Kim, Lakin, Yu

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

ACTION:

Approved the minutes of a regular meeting of the Irvine Child Care Project held on March 8, 2021.

2. WARRANT REQUEST – CATALYST FAMILY INC.

ACTION:

Approved payment of \$36,501.79 to Catalyst Family Inc. for child care development services for March 1-31, 2021.

3. WARRANT REQUEST – ICCP PROVIDERS IRVINE CHILDREN’S FUND SCHOLARSHIPS

ACTION:

Approved payments totaling the amount of \$6,898.38 to ICCP providers for child care services for March 1-31, 2021 funded by ICF Scholarships.

- \$ 5,587.50 to Rainbow Rising
- \$ 00.00 to Kids Stuff
- \$ 1,310.88 to Catalyst Family Inc.
- \$ 00.00 to Dolphin Club
- \$ 00.00 to Creekers Club

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

ACTION:

Approved payment of \$72,423.34 for Facilities and Financial Support Services, Utilities, Custodial Services, Custodial Equipment Amortization and payment for sale of IUSD-owned portables to ICCP for the month of March 2021.

- \$46,674.67 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,625.92 for Utilities
- \$ 6,858.33 for Facilities & Financial Support

5. WARRANT REQUEST – CITY OF IRVINE

ACTION:

Approved payment of \$14,441.13 to the City of Irvine for Program and Grant Administration for the month of March 2021.

- \$ 13,320.13 for Program Administration
- \$ 1,121.00 for Grant Administration

6. ICCP PAYMENTS FOR APRIL 2021

ACTION:

Received and filed approved April 2021 Accounting Sheet and packet for services rendered February 2021.

7. ICCP EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT

ACTION:

Reviewed and accepted attached invoices in the total amount of \$13,460.53 paid by IUSD on behalf of ICCP.

8. DEPOSIT OF STATE GRANT APPORTIONMENTS**ACTION:**

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

- \$ 33,635.00 01-005-50100-8290
- \$ 12,437.00 01-005-50100-8290
- \$ 74,430.00 01-005-50100-8590

9. DEPOSIT OF STIPENDS FOR CHILD CARE CONTRACTORS ISSUED PURSUANT TO ASSEMBLY BILL 82**ACTION:**

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

- \$ 27,300.00 01-005-50100-8590
- \$ 1,365.00 01-005-71059-5864

10. WARRANT REQUEST – CATALYST FAMILY INC.**ACTION:**

Approved payment of \$27,300.00 to Catalyst Family Inc. for AB 82 Stipends.

11. DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)**ACTION:**

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

- \$ 19,030.74 01-005-712-00-8689
- \$ 0.00 01-005-701-00-8699

BOARD BUSINESS**12. RESOLUTION OF INTENTION TO TERMINATE THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE BOARD OF DIRECTORS IRVINE CHILD CARE PROJECT**

Moved by Clerk Battenfield, seconded by Board Member Bynon, and unanimously carried by members present to adopt the Resolution of Intention to Terminate the Contract with CalPERS and authorize Vice President Yu to sign the Resolution on behalf of the ICCP Board of Directors.

The motion carried as follows:

Ayes: Battenfield, Bynon, Lakin, Yu
Absent: Kim

13. IRVINE CHILD CARE PROJECT (ICCP) PROPOSED BUDGET FOR FY 2021-22 WITH MULTI-YEAR BUDGET PROJECTIONS

John Fogarty, IUSD Assistant Superintendent/Chief Financial Officer, presented the item.

ACTION: Reviewed proposed budget for FY 2021-22 with multi-year budget projections.

14. ICCP CHILD CARE PROJECT RENT RELIEF FOR PROVIDERS

Public Comment on item 14: Rick Porter, President of the Rainbow Rising Board, shared they have received a second phase PPP loan for approximately \$800,000 on February 6, 2021; however, their income is still down approximately \$5.5 million dollars from the same time last year. Rainbow Rising enrollment is presently down 68 percent year-over-year. Currently, their income does not cover their costs.

Michael Hagemann, parent of a child who attends Creekers Club, asked that in light of the ongoing financial hardship ICCP providers are experiencing, the ICCP Board choose option A.

Discussion included: John Fogarty, IUSD Assistant Superintendent/Chief Financial Officer indicated the rental relief is deficit spending for ICCP and it cannot continue indefinitely.

Moved by Vice President Yu, seconded by Board Member Bynon, and unanimously carried by the Board Members present to approve Option A: Waiver of 50 percent of the rental payments for the month of June 2021, which would be a loss in revenue to ICCP of \$78,870.00.

The motion carried as follows:

Ayes: Battenfield, Bynon, Lakin, Yu
Absent: Kim

15. DETERMINATION OF FY 2021-22 CHILD CARE PROVIDER RENTAL RATE

Moved by Vice President Yu, seconded by Clerk Battenfield, and unanimously carried by the Board Members present to approve the current rental rate with no change for the FY 2021-22.

The motion carried as follows:

Ayes: Battenfield, Bynon, Kim, Lakin, Yu

REPORTS

16. FACILITIES AND BUDGET REPORT – JOHN FOGARTY

Report included in packet was reviewed.

17. ICCP ADMINISTRATOR’S REPORT – TRACI STUBBLER

Report included in packet was reviewed.

Discussion included: Board Member Bynon asked for pre/post COVID-19 building capacity numbers for each ICCP site at the next meeting.

ADJOURNMENT

Moved by Board Member Kim, seconded by Board Member Bynon, and unanimously carried to adjourn the meeting at 9:36 a.m. The next Regular Irvine Child Care Project Board Meeting will convene at 8:30 a.m. on **Monday, June 14, 2021**.

ADAM BUCHANAN, PRESIDENT
IRVINE CHILD CARE PROJECT

SHANE DINEEN
RECORDING SECRETARY

Date Approved: _____

ITEM 2

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: Catalyst Family Inc. has submitted an invoice in the amount of \$34,772.94 for child care development services for the month of April. This provider served a total of 50 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of \$34,772.94 are submitted for the Board's review and approval.

RECOMMENDATION: Approve payment of \$34,772.94 to Catalyst Family Inc. for child care development services for April 1-30, 2021.

IRVINE CHILD CARE PROJECT

DATE: June 14, 2021

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$34,772.94
	TOTAL	\$34,772.94

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	\$34,772.94	
	TOTAL	\$34,772.94

**ATTENDANCE SUMMARY
CERTIFIED CHILDREN**

STATE GRANT

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

CATALYST FAMILY INC.:

Stonegate	1 children served 20 child days of enrollment
Oak Creek	4 children served 88 child days of enrollment
Vista Verde	0 children served 0 child days of enrollment
Plaza Vista	20 children served 395 child days of enrollment
Canyon View	2 children served 41 child days of enrollment
Turtle Rock	8 children served 140 child days of enrollment
Springbrook	5 children served 100 child days of enrollment
Deerfield	3 children served 60 child days of enrollment
University Park	7 children served 210 child days of enrollment

**TOTALS: 50 children served
1054 child days of enrollment**

**YEAR-TO-DATE: 577 children served
9,927 child days of enrollment**



INVOICE NUMBER
5040-APR21

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

DATE: May 10, 2021

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

Attention: Traci Stubbler

DESCRIPTION	PRICE	AMOUNT
General child development services provided in period <u>April 1, 2021</u> through <u>April 30, 2021</u>		
Fiscal Year 2020-2021 Contract Type: CCTR-0163		
Service fees of <u>758.93</u> days @ \$49.54	\$37,597.39	
Less Certified Parent fees	- \$2,129.00	
Contract earnings to District	\$35,468.39	
Adjustment for District Indirect Cost $\$35,468.39 \div 1.02 =$	\$695.46	
Balance due to Catalyst Family Inc.		\$34,772.94
Billing Summary:		
Cumulative Prior Period Amount Billed	\$552,165.69	
Current Period Billing	<u>\$34,772.94</u>	
Cumulative Fiscal Year Amount Billed	\$586,938.63	
Contract Maximum Billable	\$1,063,931.37	
Available remaining balance	\$476,992.75	

ITEM 3

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: Catalyst Family Inc. has submitted an invoice in the amount of \$60,016.72 for child care development services provided in the period July 1, 2020 through March 31, 2021.

The California Department of Education informed all direct service contractors in its November 3rd Official Letter that FY2020-21 contractors will be reimbursed for net reimbursable program costs up to the maximum reimbursable amount (MRA) rather than the total as calculated based on the Standard Reimbursement Rate, as in previous years.

This change, due to the passage of Senate Bill (SB) 820, is in recognition of the increased costs to child care providers due to COVID-19.

Catalyst Family Inc. will be submitting invoices to ICCP quarterly throughout the 2020-21 Fiscal Year for the difference between the Standard Reimbursement Rate, as paid through monthly attendance reports and invoices, and the net reimbursable program costs.

The attached Quarter 3 Adjustment invoice and warrant request in the amount of \$60,016.72 are submitted for the Board's review and approval.

RECOMMENDATION: Approve payment of \$60,016.72 to Catalyst Family Inc. for Quarter 3 adjustment for child care development services provided in the period July 1, 2020 through March 31, 2021.

IRVINE CHILD CARE PROJECT

DATE: June 14, 2021

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	\$60,016.72
	TOTAL	\$60,016.72

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	\$60,016.72	
	TOTAL	\$60,016.72



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

INVOICE NUMBER
5040 FY20-21 Q3 Adj

DATE: **April 27, 2021**

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

DESCRIPTION			
General child development services provided in period July 1, 2020 through March 31, 2021			
Fiscal Year 2020-2021 Contract Type: CCTR-0163			
	YTD Original Invoiced (Jul-Mar)	Contract Earnings (Net Reimbursable Expenses) CDE Calculation	CDE Calculation vs. Original Invoiced (Variances)
Gross Amount Based on Services (Enrollments) + Q1&Q2 Billing Adj	\$516,473.95	n/a	n/a
YTD Actual Net Reimbursable Expenses	n/a	\$577,691.00	\$61,217.05
Less Family (Parent) Fees Collected:	(\$14,482.00)	(\$14,482.00)	\$0.00
Less School District Indirect Cost	(\$9,842.98)	(\$11,043.31)	(\$1,200.33)
Net YTD Total Invoiced =	\$492,148.97	\$552,165.69	\$60,016.72
Net Billing Adjustment Balance Due to Catalyst Family Inc.			\$60,016.72

ITEM 4

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: Warrant requests in the amount of \$7,325.00 **(CDBG)** are submitted for the Board’s review and approval for ICF Scholarships during the month of April 2021. The warrants to be issued are as follows:

The amounts of:

\$5,432.00 to Rainbow Rising **(CDBG)**

\$ 00.00 to Kids Stuff

\$1,893.00 to Catalyst Family Inc. **(CDBG)**

\$ 00.00 to Dolphin Club

\$ 00.00 to Creekers Club

A site-by-site breakdown follows.

RECOMMENDATIONS: Approve payments for warrants totaling the amount of \$7,325.00 **(CDBG)** for child care services for April 1-30, 2021 funded by ICF scholarships.

IRVINE CHILD CARE PROJECT
IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM

DATE: June 14, 2021

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
Rainbow Rising	00571259-5817	\$ 5,432.00
Kids Stuff	00571259-5817	\$ 00.00
Catalyst Family Inc.	00571259-5817	\$ 1,893.00
Dolphin Club	00571259-5817	\$ 00.00
Creekers Club	00571259-5817	\$ 00.00
	TOTAL	\$ 7,325.00

ATTENDANCE SUMMARY
IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM
April 2021

<i>Alderwood</i>	0 children served		<i>Northwood</i>	2 children served
<i>Beacon Park</i>	0 children served		<i>Oak Creek</i>	2 children served
<i>Bonita Canyon</i>	0 children served		<i>Plaza Vista</i>	1 child served
<i>Brywood</i>	0 children served		<i>Portola Springs</i>	0 children served
<i>Cadence Park</i>	1 child served		<i>Santiago Hills</i>	0 children served
<i>Canyon View</i>	0 children served		<i>Springbrook</i>	1 child served
<i>College Park</i>	1 child served		<i>Stone Creek</i>	0 children served
<i>Culverdale</i>	5 children served		<i>Stonegate</i>	0 children served
<i>Cypress Village</i>	0 children served		<i>Turtle Rock</i>	0 children served
<i>Deerfield</i>	0 children served		<i>University Park</i>	0 children served
<i>Eastshore</i>	0 child served		<i>Vista Verde</i>	2 children served
<i>Eastwood</i>	0 children served		<i>Westpark</i>	1 child served
<i>Greentree</i>	0 children served		<i>Woodbury</i>	0 children served
<i>Meadow Park</i>	3 children served			

April 2021:

Number of Children Served: 19
Number of Child Days of Enrollment: 318
Number of Sites Served: 10
Funds Awarded: \$7,325.00
Number of Children Added to Program This Month: 1
Number of Children Removed From Program This Month: 0
Number of Children on Waiting List: 0

Year-to-Date:

Number of Children Served: 22
Number of Child Days of Enrollment: 1,876
Number of Sites Served: 10
Funds Awarded: \$45,077.87

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

April 2021

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

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Cadence Park** School, Irvine, for **April 2021**, reimbursement in the amount of **\$416.50 (CDBG)**

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **College Park** School, Irvine, for **April 2021**, reimbursement in the amount of **\$332.50 (CDBG)**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Culverdale** School, Irvine, for **April 2021**, reimbursement in the amount of **\$2,100.00 (CDBG)**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Meadow Park** School, Irvine, for **April 2021**, reimbursement in the amount of **\$1,540.00 (CDBG)**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Northwood** School, Irvine, for **April 2021**, reimbursement in the amount of **\$763.00 (CDBG)**.

Long Term scholarships awarded to students in the **Rainbow Rising** program operating at **Westpark** School, Irvine, for **April 2021**, reimbursement in the amount of **\$280.00 (CDBG)**.

Total amount due to Rainbow Rising is \$5,432.00 (CDBG).

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

April 2021

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

Long Term scholarships awarded to students in the **Catalyst Family Inc.** program operating at **Oak Creek** School, Irvine, for **April 2021**, reimbursement in the amount of **\$515.00 (CDBG)**.

Long Term scholarships awarded to students in the **Catalyst Family Inc.** program operating at **Plaza Vista** School, Irvine, for **April 2021**, reimbursement in the amount of **\$319.00 (CDBG)**.

Long Term scholarships awarded to students in the **Catalyst Family Inc.** program operating at **Springbrook** School, Irvine, for **April 2021**, reimbursement in the amount of **\$532.50 (CDBG)**.

Long Term scholarships awarded to students in the **Catalyst Family Inc.** program operating at **Vista Verde** School, Irvine, for **April 2021**, reimbursement in the amount of **\$526.50 (CDBG)**.

Total amount due to Catalyst Family Inc. is \$1,893.00 (CDBG).

ITEM 5

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: IUSD has submitted an invoice for the Board's review and approval in the amount of \$72,423.34 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of April 2021.

The specific breakdown is as follows:

- \$46,674.67 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$ 7,625.92 for Utilities
- \$ 6,858.33 for Facilities & Financial Support

RECOMMENDATION: Approve payment of \$72,423.34 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of April 2021.

IRVINE CHILD CARE PROJECT

DATE: June 14, 2021

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	00571059-5862	\$46,674.67
IUSD	00571081-7439	\$ 675.00
IUSD	00571059-7439	\$10,589.42
IUSD	00571081-5500	\$ 7,625.92
IUSD	00571059-5861	\$ 6,858.33
	TOTAL	\$72,423.34

EXPENDITURE CLASSIFICATION SUMMARY

00571059-5862	\$46,674.67	
00571081-7439	\$ 675.00	
00571059-7439	\$10,589.42	
00571081-5500	\$ 7,625.92	
00571059-5861	\$ 6,858.33	
	TOTAL	\$72,423.34



INVOICE

Page # 1

Irvine Unified School District

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

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

ACCT ID:	V7501158
INVOICE NUMBER:	75PI0103
DIVISION:	75GN
TERM:	2021
INVOICE DATE:	04/01/21
DUE DATE:	04/30/21
AMOUNT DUE	\$72,423.34

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	10589.42		0100000000 8953	APRIL 2021 - SALES OF IUSD OWNED PORTABLES	10,589.42
2	1	7,625.92		0100000000 8650	APRIL 2021 - UTILITIES	7,625.92
3	1	6,858.33		0100000000 8699	APRIL 2021 - FACILITIES & FINANCIAL SUPPORT SERVICES	6,858.33
4	1	675.00		0100000000 8699	APRIL 2021 - CUSTODIAL EQUIPMENT	675.00
5	1	46674.67		0100505400 8699	APRIL 2021 - CUSTODIAL SVCS	46,674.67
						Tax
INVOICE TOTAL						\$72,423.34

Please remit a copy with payment-thank you

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

Account ID	V7501158
Account Name	IRVINE CHILD CARE PROJECT (ICC)
Invoice Number	75PI0103
DIV:	75GN
TERM:	2021
Due Date	04/30/21
Amount Due	\$72,423.34
Amount Paid	\$ _____

ITEM 6

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: The City of Irvine has submitted an invoice for the Board's review and approval in the amount of \$15,141.78 for Program and Grant Administration for the month of April 2021.

The specific breakdown is as follows:

- \$ 14,020.78 for Program Administration
- \$ 1,121.00 for Grant Administration

RECOMMENDATION: Approve payment of \$15,141.78 to the City of Irvine for Program and Grant Administration for the month of April 2021.

IRVINE CHILD CARE PROJECT

DATE: June 14, 2021

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CITY OF IRVINE	005710-59-5864	\$ 14,020.78
CITY OF IRVINE	005501-59-5810	\$ 1,121.00
CITY OF IRVINE	005710-59-5811	\$
CITY OF IRVINE	005710-59-4305	\$
	TOTAL	\$15,141.78

EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$ 14,020.78	
005501-59-5810	\$ 1,121.00	
005710-59-5811	\$	
005710-59-4305	\$	
	TOTAL	\$15,141.78



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

CUSTOMER NO. C4604
INVOICE NO. 207992
INVOICE DATE 05/13/2021

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

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

Past due accounts may be referred to a collection agency.

APRIL 2021

STAFFING: ADMINISTRATION = \$13,820.78
 STAFFING: GRANT ADMINISTRATION = \$1,121.00
 SUPPLIES = \$0
 DUPLICATING = \$200.00
 CONTRACT SERVICES PAID ON PCARD = \$0
 CONTRACT SERVICES = \$0
 LOCAL TRAVEL = \$0

TOTAL \$15,141.78

Original Amount \$15,141.78

Total Due: \$15,141.78

PAYMENT OPTIONS:



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



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



CREDIT/DEBIT CARDS:
 Please call (949) 724-6011

PAYMENT SLIP

CUSTOMER #: C4604
INVOICE #: 207992
INVOICE DATE: 05/13/2021
TOTAL AMOUNT DUE: \$15,141.78

TOTAL PAYMENT:
 \$ _____

ITEM 7

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: In order for ICCP to provide on-site child care to Beacon Park families at this location, an agreement must be in place to utilize IUSD permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by the Irvine Unified School District (IUSD), outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2021 through June 30, 2022 is attached for the Board's approval.

The MOU was presented to the IUSD Board for approval and signature at the May 25, 2021 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2021 through June 30, 2022.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2021 (“Effective Date”), by and between the Irvine Unified School District (“IUSD”) and the Irvine Child Care Project, a California Joint Powers Authority (“ICCP”) (collectively the “Parties”).

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

SECTION 1 - LOCATION

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

SECTION 2 – LICENSE TO USE FACILITIES

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

SECTION 3 - TERM

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

SECTION 4 - COMPENSATION

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

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

SECTION 6 - HOLD HARMLESS

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

SECTION 7 - INSURANCE

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

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

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

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

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

SECTION 9 - OCCUPANCY

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

SECTION 10 - ICCP EMPLOYEES

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

SECTION 11 - ANTI-DISCRIMINATION

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

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

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

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

SECTION 13 - GOVERNING LAW

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

SECTION 14 - NO ORAL MODIFICATION

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

SECTION 15- NOTICE

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

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date: _____

Date: _____

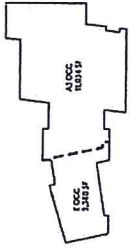
By: _____
John Fogarty
Assistant Superintendent, Business Services

By: _____
Adam Buchanan
President, Irvine Child Care Project

IUSD Board Approved: _____

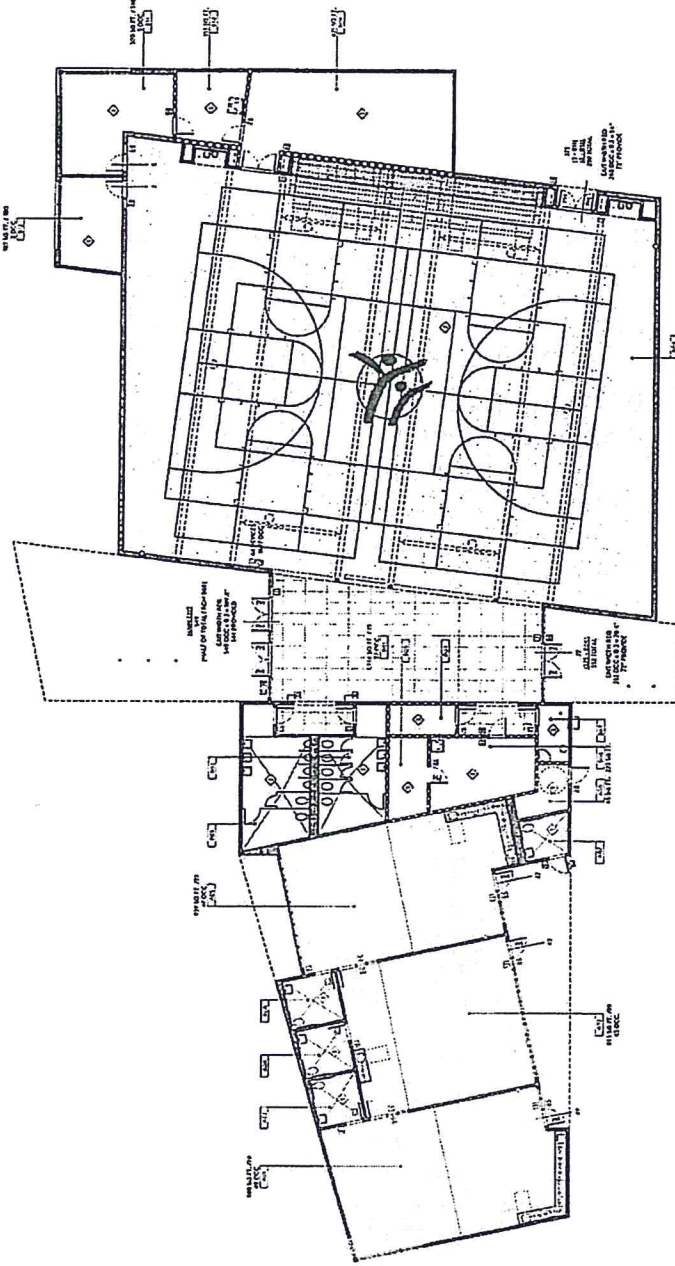
ICCP Board Approved: _____

Exhibit "A" Facilities Map



OCCUPANCY PLAN

SCALE: 1/8" = 1'-0"



NOTES:
1. SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
2. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR SYSTEMS AND EQUIPMENT.
3. SEE STRUCTURAL DRAWINGS FOR BEAMS, COLUMNS, AND FLOOR SLABS.

CODE ANALYSIS FLOOR PLAN

SCALE: 1/8" = 1'-0"

PROJECT: 240 700 5537, DATE: 10/23/2017

GENERAL NOTES:
1. SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
2. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR SYSTEMS AND EQUIPMENT.
3. SEE STRUCTURAL DRAWINGS FOR BEAMS, COLUMNS, AND FLOOR SLABS.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY AND SECURITY AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXITS AND EGRESS ROUTES.
11. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL SERVICE AREAS AND EQUIPMENT.
12. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL VEHICLES AND TRAILERS.
13. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL PEDESTRIANS AND BICYCLISTS.
14. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL PUBLIC AREAS AND FACILITIES.
15. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL PRIVATE AREAS AND FACILITIES.
16. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL COMMON AREAS AND FACILITIES.
17. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL SPECIAL AREAS AND FACILITIES.
18. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL OTHER AREAS AND FACILITIES.
19. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL AREAS AND FACILITIES.
20. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL AREAS AND FACILITIES.

CODE ANALYSIS

FLOOR PLAN SYMBOLS

1. EXISTING STRUCTURAL ELEMENTS (ACCIDENTS IN THIS CASE) - SEE PLAN N
2. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
3. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
4. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
5. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
6. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
7. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
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16. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
17. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
18. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
19. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
20. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT

CODE ANALYSIS KEYNOTES

1. EXISTING STRUCTURAL ELEMENTS (ACCIDENTS IN THIS CASE) - SEE PLAN N
2. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
3. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
4. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
5. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
6. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
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14. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
15. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
16. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
17. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
18. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT
19. EXISTING STRUCTURAL BEAMS, COLUMNS, AND FLOOR SLABS
20. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS AND EQUIPMENT

CODE ANALYSIS AND PLASTIC SIGNAGE PLAN

HERITAGE FIELDS K-8 CLASSROOM GYMNASIUM BUILDING

Exhibit “B”

IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

SITE: Beacon Park School

THIS AGREEMENT, made and entered into this 1st day of July, 2021 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

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

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

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

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

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

GENERAL HOURS OF OPERATION (Monday-Friday):

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

Exhibit "B"

GENERAL DAYS OF OPERATION (Monday-Friday)

1. Before, After, During School (hours outlined above) on School Days; and
2. School Holidays (hours outlined above) - All official IUSD School Holidays **except** the following:

Thanksgiving, and the day after
Christmas Eve, and Christmas Day
New Year's Eve, and New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
and

3. School Vacations:

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

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

(B) Programs Standards Compliance

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

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

Exhibit "B"

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

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

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

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

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

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

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

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

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

Exhibit "B"

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

Exhibit “B”

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

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

(J) Notice of Possessory Interest

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

(K) Agreement Mere License

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

II. USE OF FACILITIES FEES

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

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase from the 2020-21 rates			

Exhibit "B"

III. METHOD OF PAYMENT

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

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

IV. TERM

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

V. LEGAL RESPONSIBILITIES

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

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

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

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

Exhibit “B”

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

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

(D) Release, Indemnity and Insurance

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

Exhibit "B"

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

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

VI. NOTICES

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

Exhibit “B”

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

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

VII. ATTORNEY’S FEES

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

VIII. ASSIGNMENT: SUBCONTRACTORS

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

IX. CHOICE OF LAW

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

Exhibit "B"

X. EXTENT OF AGREEMENT

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

IRVINE CHILD CARE PROJECT

LESSEE

Rainbow Rising Child Development Center

By: _____
President, Irvine Child Care Project

By: _____
Rick Porter

TITLE: _____
President of Board

DATED: _____

MAILING ADDRESS:

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

PHONE: _____
(310) 379-4912

EMAIL: _____
rainbowriver@rainbowrising.org

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

Exhibit “B”

EXHIBIT A

Schedule of Dates and Hours of Operation

2021-22 School Year

Provider: Rainbow Rising Site: Beacon Park School

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

Circle the days the program will not be open:

2021

JULY

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

AUGUST

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

SEPTEMBER

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

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24	25	26	27	28	29	30
31						

NOVEMBER

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28	29	30				

DECEMBER

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2022

JANUARY

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30	31					

FEBRUARY

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27	28					

MARCH

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APRIL

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MAY

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22	23	24	25	26	27	28
29	30	31				

JUNE

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Exhibit "B"

EXHIBIT B

Workers' Compensation Insurance Coverage Certification

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

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

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

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

LESSEE

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

By: _____ Date _____

Name: Rick Porter

Title: President of Board

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

ITEM 8

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: In order for ICCP to provide on-site child care to Cadence Park families at this location, an agreement must be in place to utilize IUSD permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by the Irvine Unified School District (IUSD), outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2021 through June 30, 2022 is attached for the Board's approval.

The MOU was presented to the IUSD Board for approval and signature at the May 25, 2021 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2021 through June 30, 2022.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2021 (“Effective Date”), by and between the Irvine Unified School District (“IUSD”) and the Irvine Child Care Project, a California Joint Powers Authority (“ICCP”) (collectively the “Parties”).

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

SECTION 1 - LOCATION

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

SECTION 2 – LICENSE TO USE FACILITIES

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

SECTION 3 - TERM

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

SECTION 4 - COMPENSATION

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

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

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

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

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

SECTION 6 - HOLD HARMLESS

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

SECTION 7 - INSURANCE

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

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

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

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

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

SECTION 9 - OCCUPANCY

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

SECTION 10 - ICCP EMPLOYEES

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

SECTION 11 - ANTI-DISCRIMINATION

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

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

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

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

SECTION 13 - GOVERNING LAW

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

SECTION 14 - NO ORAL MODIFICATION

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

SECTION 15- NOTICE

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

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date: _____

Date: _____

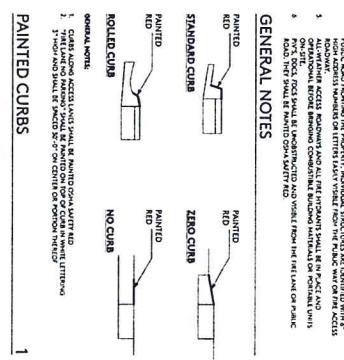
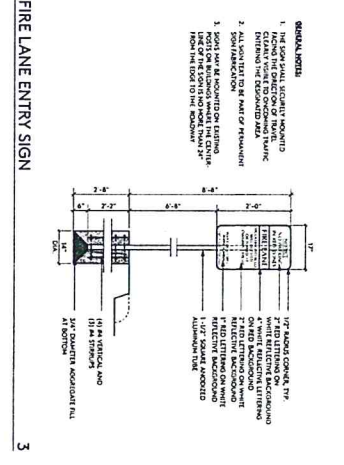
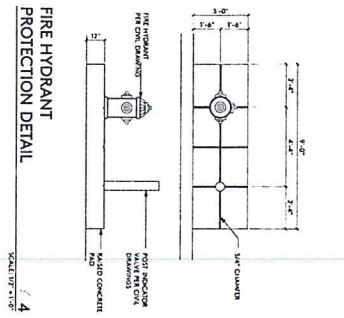
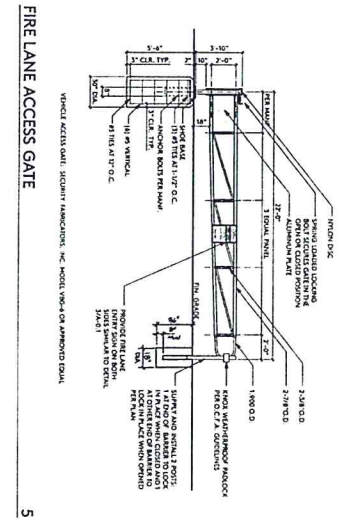
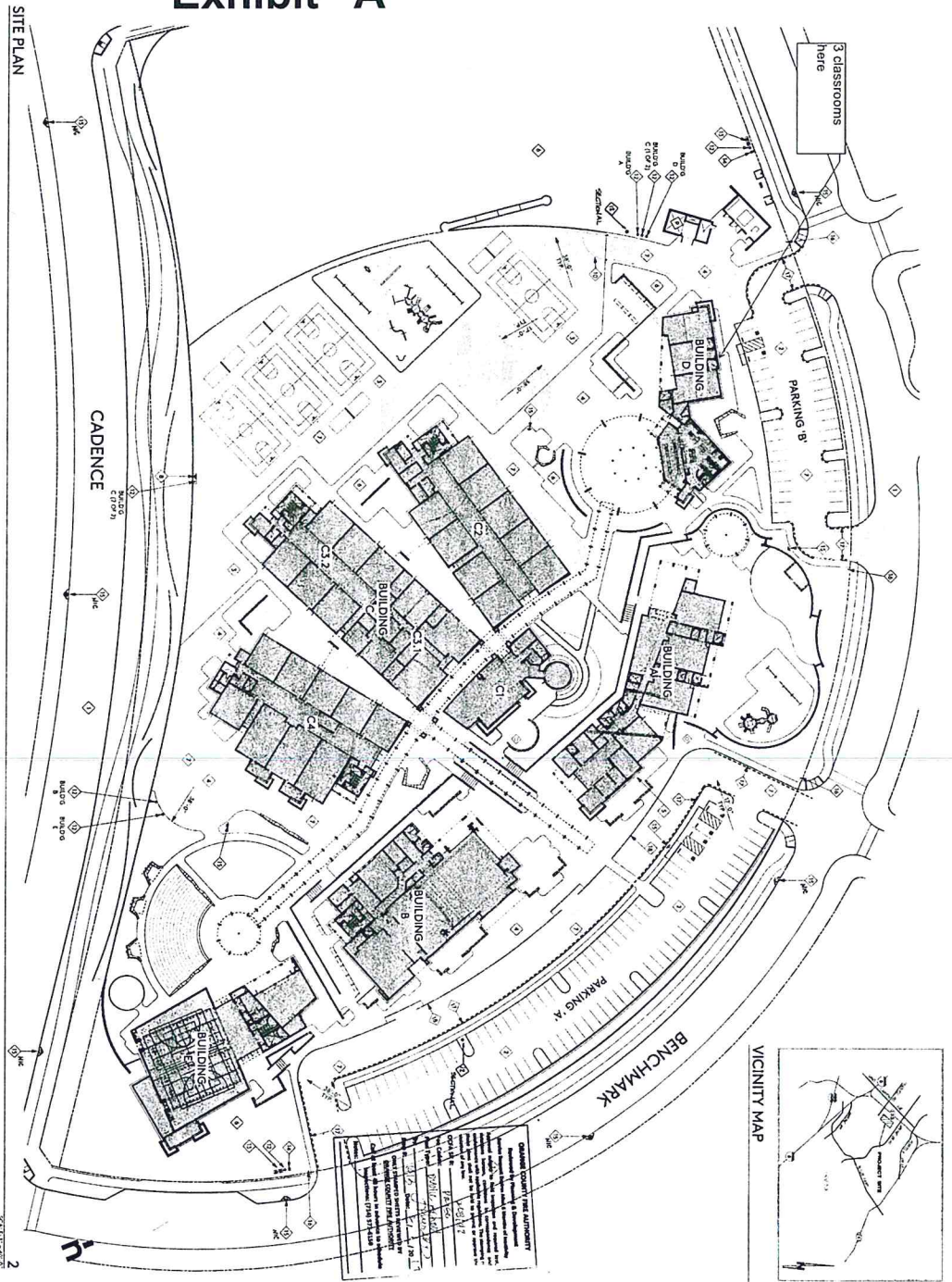
By: _____
John Fogarty
Assistant Superintendent, Business Services

By: _____
Adam Buchanan
President, Irvine Child Care Project

IUSD Board Approved: _____

ICCP Board Approved: _____

Exhibit "A"



ADSA
LOCAL FIRE AUTHORITY REVIEW

810

LOCAL FIRE AUTHORITY REVIEW

1. The undersigned Fire Authority has reviewed the Fire Authority Site Plan for the proposed project and has determined that the project complies with the requirements of the Fire Authority Site Plan Keynotes and the Fire Authority Site Plan Keynotes. The Fire Authority Site Plan Keynotes are hereby approved for the proposed project.

2. The undersigned Fire Authority has reviewed the Fire Authority Site Plan for the proposed project and has determined that the project complies with the requirements of the Fire Authority Site Plan Keynotes and the Fire Authority Site Plan Keynotes. The Fire Authority Site Plan Keynotes are hereby approved for the proposed project.

3. The undersigned Fire Authority has reviewed the Fire Authority Site Plan for the proposed project and has determined that the project complies with the requirements of the Fire Authority Site Plan Keynotes and the Fire Authority Site Plan Keynotes. The Fire Authority Site Plan Keynotes are hereby approved for the proposed project.

4. The undersigned Fire Authority has reviewed the Fire Authority Site Plan for the proposed project and has determined that the project complies with the requirements of the Fire Authority Site Plan Keynotes and the Fire Authority Site Plan Keynotes. The Fire Authority Site Plan Keynotes are hereby approved for the proposed project.

5. The undersigned Fire Authority has reviewed the Fire Authority Site Plan for the proposed project and has determined that the project complies with the requirements of the Fire Authority Site Plan Keynotes and the Fire Authority Site Plan Keynotes. The Fire Authority Site Plan Keynotes are hereby approved for the proposed project.

LOCAL FIRE AUTHORITY REVIEW

DATE: _____

SIGNATURE: _____

TITLE: _____

FIRE AUTHORITY SITE PLAN

HERITAGE FIELDS K-8 SCHOOL #2

IRVINE UNIFIED SCHOOL DISTRICT

Project No. 11-1111

Scale: 1/8" = 1'-0"



Exhibit “B”

IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

SITE: Cadence Park School

THIS AGREEMENT, made and entered into this 1st day of July, 2021 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

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

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

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

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

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

GENERAL HOURS OF OPERATION (Monday-Friday):

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

Exhibit "B"

GENERAL DAYS OF OPERATION (Monday-Friday)

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

3. School Vacations:

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

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

(B) Programs Standards Compliance

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

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

Exhibit "B"

addressed.

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

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

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

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

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

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

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

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

Exhibit "B"

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

Exhibit “B”

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

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

(J) Notice of Possessory Interest

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

(K) Agreement Mere License

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

II. USE OF FACILITIES FEES

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

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase from the 2020-21 rates			

Exhibit "B"

III. METHOD OF PAYMENT

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

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

IV. TERM

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

V. LEGAL RESPONSIBILITIES

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

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

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

Exhibit "B"

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

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

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

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

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

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

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

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

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

Exhibit "B"

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

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

(D) Release, Indemnity and Insurance

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

Exhibit "B"

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

Exhibit "B"

VI. NOTICES

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

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

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

VII. ATTORNEY'S FEES

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

VIII. ASSIGNMENT: SUBCONTRACTORS

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

IX. CHOICE OF LAW

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

Exhibit "B"

X. EXTENT OF AGREEMENT

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

IRVINE CHILD CARE PROJECT

LESSEE

Rainbow Rising Child Development Center

By: _____
President, Irvine Child Care Project

By: _____
Rick Porter

TITLE: _____
President of Board

DATED: _____

MAILING ADDRESS:

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

PHONE: _____
(310) 379-4912

EMAIL: _____
rainbowriver@rainbowrising.org

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

Exhibit “B”

EXHIBIT A

Schedule of Dates and Hours of Operation 2021-22 School Year

Provider: Rainbow Rising Site: Cadence Park School

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

Circle the days the program will not be open:

2021

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

2022

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

Exhibit "B"

EXHIBIT B

Workers' Compensation Insurance Coverage Certification

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

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

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

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

LESSEE

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

By: _____

_____ Date

Name: Rick Porter

Title: President of Board

SITE: Cadence Park School

750 Benchmark, Irvine, CA 92618

BUSINESS

ITEM 9

IRVINE CHILD CARE PROJECT

TOPIC: **ACCEPTANCE OF FUNDS AWARDED BY THE IRVINE CHILDREN'S FUND (ICF) TO SUPPORT THE ICCP SCHOLARSHIP PROGRAM FOR THE 2021-22 FISCAL YEAR.**

DESCRIPTION: The Irvine Children's Fund has committed \$80,000 to fund school age child care scholarships for income eligible working families in Irvine for the 2021-22 Fiscal Year. This will include \$19,611 from ICF funds and \$60,389 from CDBG 2021-22 Public Service funds.

In addition, the Irvine Children's Fund has received a one-time CDBG CV Coronavirus response grant in the amount of \$979,821. The initial contract period is through July 2023, with a possible one year extension if deemed necessary and as approved by the City of Irvine. This funding will be used for child care scholarships at the 28 ICCP child care programs according to the HUD guidelines for the grant and will expand the child care scholarship program to serve income eligible families who have been negatively impacted by the pandemic.

The ICCP Scholarship program will continue to be administered by City staff ensuring adherence to all CDBG and ICF requirements. Quarterly and annual reports will be prepared in collaboration with Irvine Children's Fund, and submitted as required to the CDBG Analyst.

RECOMMENDATION: Accept the award of \$80,000 for the 2021-22 Fiscal Year and one time funds in the amount of \$979,820 from Irvine Children's Fund to support the ICCP Scholarship Program.



Irvine Children's Fund

Irvine Children's Fund

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ICF President

Greg S. Goodrich
Wells Fargo Advisors

Immediate Past President

Marcy Brown
HOAG

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Irvine Unified School District

Sharon Wellikson
Executive Director
Irvine Junior Games
Irvine Children's Fund

Theresa Collins
Director
Irvine Junior Games
Irvine Children's Fund

Adam Buchanan
President
Irvine Child Care Project
14341 Yale Ave.
Irvine, CA 92604

Dear Adam:

The Irvine Children's Fund has committed \$80,000 to fund school age child care scholarships for extremely low – moderate income working families from Irvine from July 1, 2021 – June 30, 2022 at the 28 ICCP child care programs. This will include \$19,611 from ICF funds and \$60,389 from CDBG 2021 - 2022 public service funds. In January 2021, due to greater financial needs of families accessing the child care programs, ICF increased the 50% scholarship for income qualifying families to a sliding scale of 50%, 70% and 90%. With even greater need for families, the 2021-2022 school age child care scholarship funding for working families from Irvine will be 50% for moderate income families, 75% for low income families and 100% for extremely low income families. The school age scholarship program will serve children in transitional kindergarten through 6th grade.

In addition, the Irvine Children's Fund has received a one-time CDBG CV Coronavirus response grant that will provide child care scholarship funding up to 3 years in the total amount of \$979,821. This funding will be used for child care scholarships at the 28 ICCP child care programs according to the HUD guidelines for the grant and will expand the child care scholarship program to serve extremely low to moderate income families who have been negatively impacted by the pandemic. The sliding scale will be 50%, 75% and 100%.

At this time, due to the cancellation of the 2020 and the 2021 Irvine Junior Games fundraising events, ICF cannot commit to funding grants to the child care sites for 2021 - 2022. We know that the grants enrich the child care programs for over 2,900 children at the 28 child care programs and ICF will continue to look for future funding.

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

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

Sincerely,

Greg S. Goodrich
President
Irvine Children's Fund

Sharon Wellikson
Executive Director
Irvine Children's Fund

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

ITEM 10

IRVINE CHILD CARE PROJECT

TOPIC: **IRVINE CHILD CARE PROJECT (ICCP)
PROPOSED BUDGET FOR FY 2021-22 WITH
MULTI-YEAR BUDGET PROJECTIONS**

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

RECOMMENDATION: Approve the FY 2021-22 Budget.

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2021-22 with Multi Year Budget Projection - No Rent Increase

OPERATING FUND	2020-21	2021-22	2022-23	2023-24	2024-25
Program Description	Estimated	Proposed	Projected	Projected	Projected
	Actuals	Budget	Budget	Budget	Budget
ICCP - Regular Programs					
<i>COST CENTER 005710</i>					
REVENUE					
8650 Portable Fees Cnty	\$1,892,887	\$1,892,887	\$1,957,712	\$1,970,677	\$1,970,677
8650 Portable Fees Waived- Covid 19	(\$1,025,317) (1)	\$0	\$0	\$0	\$0
8660 Interest Income Cnty	\$16,000	\$48,645	\$50,311	\$50,644	\$50,644
Total Revenue:	\$883,571	\$1,941,532	\$2,008,023	\$2,021,321	\$2,021,321
OPERATING EXPENDITURES					
4305 Safety and Security	\$2,450	\$3,670 (2)	\$9,787 (2)	\$1,600 (2)	\$1,650 (2)
4306 M & O Repairs done by IUSD	\$55,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$90,862	\$92,762	\$96,262	\$98,162	\$100,062
5500 Utilities	\$91,511	\$96,086	\$100,890	\$105,935	\$111,232
5601 Non-Cap Site/Bldg Improve./Rehab	\$20,000	\$40,000	\$40,000	\$40,000	\$40,000
5811 Consultants	\$0	\$27,000 (3)	\$27,000 (3)	\$27,000 (3)	\$27,000 (3)
5817 Scholarships	\$600	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$1,500	\$2,200	\$2,200	\$2,200	\$2,200
5838 Audit	\$9,100	\$11,000	\$11,000	\$11,000	\$11,000
5861 Facilities & Financial Support / IUSD	\$82,300	\$84,000 (4)	\$85,696 (4)	\$87,409 (4)	\$89,158 (4)
5862 Custodial Services	\$560,096	\$572,221 (5)	\$584,038 (5)	\$596,552 (5)	\$608,766 (5)
5864 Program Coordination / City	\$200,000	\$371,500 (6)	\$383,500 (6)	\$395,500 (6)	\$408,329 (6)
Total Operating Expenditures:	\$1,113,419	\$1,370,439	\$1,410,373	\$1,435,358	\$1,469,397
Total Excess (Deficiency):	(\$229,848)	\$571,093	\$597,650	\$585,963	\$551,925
CAPITAL EXPENDITURES					
6210 Building Improvement / \$5K Threshold	\$85,000	\$125,000	\$125,000	\$125,000	\$125,000
5862 Custodial Vehicles	\$33,845	\$0	\$35,000 (7)	\$0	\$35,000 (7)
7439 Debt Service	\$135,173	\$135,173 (8)	\$135,173 (8)	\$135,173 (8)	\$0 (8)
Total Capital Expenditures:	\$254,018	\$260,173	\$295,173	\$260,173	\$160,000
Net Increase (Decrease):	(\$483,866)	\$310,920	\$302,477	\$325,790	\$391,925
Beginning Balance, July 1	\$1,557,252	\$1,073,386	\$1,384,306	\$1,686,784	\$2,012,574
Ending Balance, June 30	\$1,073,386	\$1,384,306	\$1,686,784	\$2,012,574	\$2,404,499
Components of Ending Balance:					
<i>Capital Facilities (Modular Replacement) Reserve</i>	\$1,032,363	\$1,335,388	\$1,635,617	\$1,961,708	\$2,355,617
<i>3% Operation Reserve</i>	\$41,023	\$48,918	\$51,166	\$50,866	\$48,882

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2021-22 with Multi Year Budget Projection - No Rent Increase

GRANT PROGRAM FUNDS	2020-21	2021-22	2022-23	2023-24	2024-25
Program Description	Estimated Actuals	Proposed Budget	Projected Budget	Projected Budget	Projected Budget
STATE GRANT/CDD					
COST CENTER 005501					
REVENUE					
8290 Child Development Apportionments	\$267,803	\$500,000	\$500,000	\$500,000	\$500,000
8590 Other State Revenue	\$425,657	\$500,000	\$500,000	\$500,000	\$500,000
Total Revenue:	\$693,460	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
EXPENDITURES					
5810 Serv./Contracts	\$693,460	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Expenditures:	\$693,460	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
LOCAL GRANT / Irvine Childrens Fund (ICF)					
COST CENTER 005712					
REVENUE					
8689 All Other Fees & Contracts	\$2,000	\$19,611	\$28,200	\$28,200	\$28,200
8699 Other Local Revenue/CDBG	\$51,800	\$1,040,210	\$51,800	\$51,800	\$51,800
Total Revenue:	\$53,800	\$1,059,821	\$80,000	\$80,000	\$80,000
EXPENDITURES					
5817 Scholarships	\$53,800	\$1,059,821	\$80,000	\$80,000	\$80,000
Total Expenditures:	\$53,800	\$1,059,821	\$80,000	\$80,000	\$80,000
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
GRANT PROGRAM FUND SUMMARY					
REVENUE	\$747,260	\$2,059,821	\$1,080,000	\$1,080,000	\$1,080,000
EXPENDITURES	\$747,260	\$2,059,821	\$1,080,000	\$1,080,000	\$1,080,000
Total Excess (Deficiency):	\$0	\$0	\$0	\$0	\$0
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
TOTAL ICCP FUND BALANCE:	\$1,073,386	\$1,384,306	\$1,686,784	\$2,012,574	\$2,404,499
(Operating Fund + Grant Program Funds)					

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2021-22 with Multi Year Budget Projection - No Rent Increase

Budget Assumptions

- (1) Approved by ICCP Board to waive rental fees for ICCP providers for the month of July 2020 by 100%, August, Sept, Oct, Nov, Dec, Jan, Feb, & Mar by 50% due to COVID-19. Assumed 50% rent relief for remainder of year 2020/21 April, May & June for estimated actuals.*
- (2) Additional AED units for new sites and AED maintenance items (Pads, batteries, etc.) Restroom Card Keys, and potential replacement or addition of one security radio per year.*
- (3) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff*
- (4) Projected 2% increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees*
- (5) Projected 2% increase for step in column & benefit increases of custodial salaries. Increased custodial supplies \$2K annually starting with FY 2020-21*
- (6) Program Coordination/City also includes \$2,800 in program supplies to be distributed to sites to support quality enhancement. Includes \$60K for Quality Assessment Consultant*
- (7) Starting FY 2020-21 projecting \$35k every other year to replace out dated custodial work vans.*
- (8) Continue debt payment for custodial equipment for another 5 years @ \$8,100/year for a total of \$40,500 FY 2019-20 thru FY 2023-24. Plus yearly payment for purchase of portables from IUSD = \$127,073 ends June 2024*

ITEM 11

IRVINE CHILD CARE PROJECT

TOPIC: IRVINE CHILD CARE PROJECT RENT RELIEF FOR PROVIDERS

DESCRIPTION: The Coronavirus (COVID-19) Pandemic has had a devastating economic impact on Irvine Child Care Project Providers (ICCP). Periods of closure of different lengths for different agencies, changing regulations and guidelines, new health and safety procedures, sanitization requirements, reduced group sizes, and overall capacity have all impacted the financial viability of child care, however the greatest impact on child care providers in Irvine has been the consistently low enrollment as many families have kept their children at home for a variety of reasons.

To date the ICCP Board has approved the waiver of rental payments from ICCP providers for April through July 2020, and waiver of 50 percent of rental payments from ICCP providers for August 2020 through June 2021.

Based on data collected May 20, 2021 for Week 1 of Summer, average enrollment across all 28 ICCP sites was at approximately 79 percent of enrollment for the same time period in Summer 2019 (pre-COVID-19) enrollment, versus an average of 34 percent of 2019 school year enrollment. This difference in average percentage, between the school year and the summer, is due to the fact that ICCP programs typically have lower enrollment during the summer, though the actual number of children enrolled during the 2020-21 school year is consistent with the number of children enrolled in care for the beginning of summer. It is also important to note that since children are attending for the full-day in summer, child care tuition rates are higher than the school year.

As requested by the ICCP Board at its May 10 meeting, a site by site listing of ICCP Sites Capacity and Enrollment is included as Attachment 1.

All ICCP child care programs occupy 24'X40' portable classrooms owned by ICCP on the IUSD Elementary campuses, except Beacon Park and Cadence Park Rainbow Rising programs which occupy permanent buildings located on the campus built as part of the development agreement for those schools. Each permanent building has a slightly larger

footprint for its three child care classrooms than the ICCP programs located in three portable classrooms on a campus.

Thirteen ICCP sites lease two, twelve sites lease three, and three sites lease four child care classrooms. There are minor variances between licensed capacities at similar sites due to restrooms being located inside the portable classroom or not.

The larger variances between sites of the same size are due to the fact that different standards (“Modified Child Care Capacity” which is approximately 35 children per portable classroom vs. “Educational Occupancy,” which is 20 square foot per child) were used to determine capacity depending on the year the site was licensed by the State. Staff had been working with the ICCP provider agencies, State of California Community Care Licensing Division, and the Orange County Fire Authority, on the extensive process of applying to update ICCP licenses to the higher capacities based on Educational Occupancy for the five years prior to COVID-19, prioritizing sites based on child care demand. As of fall 2019, 17 of the 28 ICCP sites are licensed at the Educational Occupancy capacity. The plan was to continue to pursue in 2020-21 for the remaining sites that have continuously had demand for more child care slots (5 sites). Due to COVID-19 this work has been put on hold, and it is unclear if it will be feasible to obtain the higher capacities in the future for the remaining sites.

Enrollment has begun to increase for Fall 2021. Due to the existing health and safety guidance related to COVID-19, sites are not enrolling to their full capacity. Seven sites have already reached enrollment capacity including: Beacon Park Rainbow Rising, Cadence Park Rainbow Rising, Cypress Village Rainbow Rising, Eastwood Rainbow Rising, Meadow Park Rainbow Rising, Vista Verde Catalyst Kids, and Westpark Rainbow Rising.

As requested by the ICCP Board, each agency has provided financial information which includes all revenue and expenditures from April 1, 2020 through March 31, 2021.

Each balance sheet includes all grants, loans or gifts received due to the COVID-19 pandemic.

The completed ICCP Agency Budget Forms are attached as follows:

- Catalyst Family Inc. - Attachment 2
- Creekers' Club - Attachment 3
- Dolphin Club - Attachment 4
- Kids Stuff - Attachment 5
- Rainbow Rising - Attachment 6

Each of the five agencies have received assistance funds through a variety of programs including the Paycheck Protection Program (PPP), Children's Home Society Childcare Supplies and Cleaning Program (CSCP), and the County of Orange Child Care Resilience Grant.

The net for each agency has fluctuated between reports depending on the timing of receipt of one-time assistance funds from various grant and loan programs.

It is anticipated that additional one-time funds will become available in late 2021 as the State finalizes plans for distribution of child care funds allocated to states through the Coronavirus Response and Relief Supplemental Appropriations Act enacted December 27, 2020, and the American Rescue Plan enacted March 11, 2021.

ICCP's budgeted 2020-21 ending fund balance is currently projected to be \$1,073,381. This balance reflects all rental waivers that have been approved by the ICCP Board to date.

The following options are provided for the Board's consideration:

Option A: No additional waiver for rental payments, or any portion thereof, beyond June 2021.

Option B: Waiver of 50 percent of rental payments for the month of July 2021, which would be a loss in revenue to ICCP of \$78,870.00

Option C: Additional rent relief options as proposed by the Board.

RECOMMENDATION: Approve one of the following options:

Option A: No additional waiver for rental payments, or any portion thereof, beyond June 2021.

Option B: Waiver of 50 percent of rental payments for the month of July 2021, which would be a loss in revenue to ICCP of \$78,870.00

Option C: Additional rent relief options as proposed by the Board.

ATTACHMENTS:

1. ICCP Site Capacities and Enrollment
2. ICCP Agency Budget Form: April 1 through March 31, 2021 - Catalyst Family Inc.
3. ICCP Agency Budget Form: April 1 through March 31, 2021 - Creekers' Club
4. ICCP Agency Budget Form: April 1 through March 31, 2021 - Dolphin Club
5. ICCP Agency Budget Form: April 1 through March 31, 2021 - Kids Stuff
6. ICCP Agency Budget Form: April 1 through March 31, 2021 - Rainbow Rising

Site Name	Number of 24'X40' ICCP Classrooms	Licensed Capacity	Current Enrollment Capacity	June 2021 Week 1 Summer Enrollment	June 2019 Week 1 Summer Enrollment (pre-COVID)	Fall 2021 Enrollment	Fall 2019 Enrollment
Alderwood RR	3	105	84	39	44	41	99
Beacon Park RR	3 (1)	120	84	58	49	84 (3)	117
Bonita Canyon RR	2	90	56	9	15	24	77
Brywood Kids Stuff	2	90	56	13	37	36	81
Cadence Park RR	3 (1)	136	84	47	31	84 (3)	116
Canyon View CK	4 (2)	105	84	14	26	35	81
College Park RR	2	90	56	23	47	53	87
Culverdale RR	2	93	56	17	32	39	94
Cypress Village RR	3	130	84	51	37	84 (3)	111
Deerfield CK	2	70	56	22	26	27	63
Eastshore Dolphin Club	3	135	84	25	51	53	126
Eastwood RR	3	124	84	50	42	84 (3)	120
Greentree RR	2	90	56	23	17	33	56
Loma Ridge RR	3	120	84	40	x	69	74
Meadow Park RR	2	89	56	46	28	56 (3)	94
Northwood RR	2	90	56	14	35	40	91
Oak Creek CK	3	105	84	25	82	39	102
Plaza Vista CK	3	105	84	31	14	58	120
Portola Springs RR	4	180	112	33	52	84	126
Santiago Hills Kids Stuff	2	96	56	12	42	32	65
Springbrook CK	2	70	56	18	24	32	45
Stone Creek Creekers' Club	2	73	56	38	50	N/A (4)	72
Stonegate CK	4	177	112	52	73	89	152
Turtle Rock CK	2	70	56	12	26	25	65
University Park CK	2	70	56	36	43	50	60
Vista Verde CK	3	105	84	38	45	84 (3)	128
Westpark RR	3	130	84	43	63	84 (3)	122
Woodbury CK	3	105	84	27	55	82	148

RR = Rainbow Rising

CK= Catalyst Kids

(1) Program housed in permanent building with slightly larger square footage than 3 classroom sites in portable classrooms

(2) Catalyst Kids leases four child care classrooms at Canyon View. Three of the classrooms are licensed for school age care and one is licensed for preschool care as Catalyst Kids formerly operated a program for four year old children at this campus prior to the creation of Transitional Kindergarten.

(3) Current COVID enrollment capacity full, existing wait list (5-25 depending on site)

(4) Fall 2021 enrollment begins the week of 5/17 for currently enrolled families, open enrollment to follow. Based on interest list estimated enrollment is filled to capacity of 56 with a waitlist of approximately 20 children

ICCP Agency Budget Form: April 1 2020 through March 31 2021

Agency Name: Catalyst Family Inc. **Number of ICCP Sites :** 10

REVENUE	TOTAL AMOUNT
Parent Program Fees	\$ 1,806,631.60
*Other (Indicate source of funds below)	\$ 1,111,312.70
TOTAL REVENUE:	\$ 2,917,944.30
EXPENDITURES	TOTAL AMOUNT
Staffing	\$ 2,061,652.33
Health Insurance	\$ 368,212.27
Payroll Tax	\$ 145,152.95
Worker's Comp	\$ 33,449.01
**Other Employee Benefits (Provide detail below)	\$ (46,102.94)
Office Supplies	\$ 10,625.36
Program Supplies	\$ 40,932.36
Furniture/Equipment	\$ 21,992.92
Food and Related Expenses	\$ 67,501.31
Staff Training	\$ 6,170.47
Management/Licensing Fees	\$ 9,392.40
Rent	\$ 246,332.96
Insurance	\$ 11,561.64
Telephone	\$ 22,420.95
Internet and Tech Support	\$ 5,097.04
Licenses/Related Fees	\$ 402.42
***Other (Provide detail below)	\$ 37,218.53
TOTAL EXPENDITURES:	\$ 3,042,011.98
NET INCREASE/(DECREASE):	\$ (124,067.68)

ATTACHMENT 2

<p>*Sources of "other income", be sure to include any loans, grants or gifts related to COVID-19:</p>	<p>Total Other Income came from: Reimbursed from Food Program (CCFP); payments from ICCP for childcare services under CCTR contract; In-Kind Gifts; funds received from Children's Home Society for Childcare Supplies & Cleaning Program (CSCP); grant received thru OC COVID-19 Child Care Relief Program. Please note the total Other Income amount of \$1,111,312.70 is <u>including</u> an anticipated reimbursement from CCTR contract through ICCP for childcare services incurred in February (\$25,457.71, <i>if payment has not processed</i>) and March (\$36,501.79). The total is also including an estimated amount of \$300,000 from PPP fund to partially cover expenses that pertains to certified children under the CCTR contract. We have applied for forgiveness of the PPP loan and are waiting for feedback.</p>
<p>**Description of "other employee benefits":</p>	<p>Vacation accruals & employee discounts for childcare service</p>
<p>***Description of "other operating expenses":</p>	<p>Utilities, janitorial services, bank charges.</p>

3/26/2021

ICCP Agency Budget Form: April 1 2020 through March 31 2021

Agency Name: Creekers' Club	Number of ICCP Sites :	1
REVENUE	TOTAL AMOUNT	
Parent Program Fees	\$	218,784.12
*Other (Indicate source of funds below)	\$	142,684.97
TOTAL REVENUE:	\$	361,469.09
EXPENDITURES	TOTAL AMOUNT	
Staffing	\$	251,405.66
Health Insurance	\$	12,792.88
Payroll Tax	\$	50,008.90
Worker's Comp	\$	13,478.00
**Other Employee Benefits (Provide detail below)	\$	-
Office Supplies	\$	1,727.50
Program Supplies	\$	3,275.00
Furniture/Equipment	\$	550.00
Food and Related Expenses	\$	1,215.00
Staff Training	\$	360.00
Management/Licensing Fees	\$	3,807.00
Rent	\$	17,405.05
Insurance	\$	12,100.00
Telephone	\$	3,600.00
Internet and Tech Support	\$	1,440.00
Licenses/Related Fees	\$	1,375.00
***Other (Provide detail below)	\$	-
TOTAL EXPENDITURES:	\$	374,539.99
NET INCREASE/(DECREASE):	\$	(13,070.90)

ATTACHMENT 3

<p>*Sources of "other income", be sure to include list any loans, grants or gifts related to COVID-19 and their specific dollar amount:</p>	<p>CHS: \$4809.97 PPP#1: 63317. PPP#2: \$61100 PPP Loan is not yet known to be forgiven but is included in income per instructions. County of Orange Grant : \$12775.</p>
<p>**Description of "other employee benefits":</p>	
<p>***Description of "other operating expenses":</p>	<p>Summer onsite Activites: Game Truck, Laser Tag, Lizard Wizard, Pizza Party, Puppy Party</p>

3/26/2021

ICCP Agency Budget Form: April 1 2020 through March 31 2021

Agency Name: Dolphin Club

Number of ICCP Sites :

REVENUE	TOTAL AMOUNT
Parent Program Fees	\$ 167,690.86
*Other (Indicate source of funds below)	\$ 104,117.15
TOTAL REVENUE:	\$ 271,808.01
EXPENDITURES	TOTAL AMOUNT
Staffing	\$ 171,553.97
Health Insurance	\$ 9,588.35
Payroll Tax	\$ 57,256.07
Worker's Comp	\$ 4,599.03
**Other Employee Benefits (Provide detail below)	\$ 7,940.89
Office Supplies	\$ 1,592.26
Program Supplies	\$ 4,029.16
Furniture/Equipment	\$ 79.14
Food and Related Expenses	\$ 2,995.38
Staff Training	\$ -
Management/Licensing Fees	\$ -
Rent	\$ 25,929.93
Insurance	\$ 7,824.23
Telephone	\$ 1,891.17
Internet and Tech Support	\$ 480.00
Licenses/Related Fees	\$ 3,691.47
***Other (Provide detail below)	\$ 12,495.99
TOTAL EXPENDITURES:	\$ 311,947.04
NET INCREASE/(DECREASE):	\$ (40,139.03)

ATTACHMENT 4

<p>*Sources of "other income", be sure to include list any loans, grants or gifts related to COVID-19 and their specific dollar amount:</p>	<p>CHS Grant - \$8895.15 Aldi Grant - \$1000 PPP - \$70597 (Forgiven) Resilience Fund - \$23,625</p>
<p>**Description of "other employee benefits":</p>	<p>Retirement</p>
<p>***Description of "other operating expenses":</p>	<p>Professional Services, Credit Card Processing, Tuition Refund, Dues & Subscriptions, Payroll Fees</p>

3/26/2021

ICCP Agency Budget Form: April 1 2020 through March 31 2021

Agency Name: Kids Stuff

Number of ICCP Sites :

2

REVENUE	TOTAL AMOUNT	
Parent Program Fees	\$	118,691.17
*Other (Indicate source of funds below)	\$	328,563.53
TOTAL REVENUE:	\$	447,254.70
EXPENDITURES	TOTAL AMOUNT	
Staffing	\$	140,946.37
Health Insurance	\$	18,000.00
Payroll Tax	\$	32,977.72
Worker's Comp	\$	14,976.00
**Other Employee Benefits (Provide detail below)	\$	-
Office Supplies	\$	500.00
Program Supplies	\$	1,050.00
Furniture/Equipment	\$	200.00
Food and Related Expenses	\$	3,350.00
Staff Training	\$	950.00
Management/Licensing Fees	\$	1,694.00
Rent	\$	34,570.00
Insurance	\$	-
Telephone	\$	1,172.00
Internet and Tech Support	\$	480.00
Licenses/Related Fees	\$	685.20
***Other (Provide detail below)	\$	195,538.25
TOTAL EXPENDITURES:	\$	447,089.54
NET INCREASE/(DECREASE):	\$	165.16

ATTACHMENT 5

<p>*Sources of "other income", be sure to include list any loans, grants or gifts related to COVID-19 and their specific dollar amount:</p>	<p>PPP Loan: \$143,000 CHS/Dept. of Ed: \$3,363.53 Child Care Relief Grant: \$32,200 EIDL Loan: \$150,000 (Goal is to NOT use this source of funding)</p>
<p>**Description of "other employee benefits":</p>	<p>N/A</p>
<p>***Description of "other operating expenses":</p>	<p>\$25,000: Portion of PPP loan that may need to be repaid. (this is a lower amount due to changes in foregiveness rules. We will know within 60 days if this portion needs to be repaid) \$19,045.25: Refunded tuition deposits from families that have dropeed out of our program. \$1,493: Property Taxes (County), \$150,000: EIDL Loan if we use this funding</p>

3/26/2021

ICCP Agency Budget Form: April 1 2020 through March 31 2021

Agency Name: Rainbow Rising

Number of ICCP Sites : 14

REVENUE	TOTAL AMOUNT
Parent Program Fees	\$ 3,001,644.00
*Other (Indicate source of funds below)	\$ 2,455,050.66
TOTAL REVENUE:	\$ 5,456,694.66
EXPENDITURES	TOTAL AMOUNT
Staffing	\$ 2,599,555.00
Health Insurance	\$ 198,112.00
Payroll Tax	\$ 346,593.00
Worker's Comp	\$ 46,949.00
**Other Employee Benefits (Provide detail below)	\$ 36,521.23
Office Supplies	\$ 84,025.00
Program Supplies	\$ 57,782.00
Furniture/Equipment	\$ -
Food and Related Expenses	\$ 41,871.00
Staff Training	\$ -
Management/Licensing Fees	\$ 142,544.00
Rent	\$ 347,159.00
Insurance	\$ 126,658.80
Telephone	\$ 9,375.00
Internet and Tech Support	\$ -
Licenses/Related Fees	\$ 151,862.00
***Other (Provide detail below)	\$ 252,531.00
TOTAL EXPENDITURES:	\$ 4,441,538.03
NET INCREASE/(DECREASE):	\$ 1,015,156.63

ATTACHMENT 6

<p>*Sources of "other income", be sure to include list any loans, grants or gifts related to COVID-19 and their specific dollar amount:</p>	<p>\$790,500 1stPPP Loan, \$790,500 2ndPPP loan, \$58,710.66 OAEYS CHS Cleaning Grant, \$447,136 Scholarships Reimbursement, \$256,200 Orange County Sharities</p>
<p>**Description of "other employee benefits":</p>	<p>\$30,692 401K, Employee Apprec.\$5,559</p>
<p>***Description of "other operating expenses":</p>	<p>\$52,463 Parent Refunds, Merchant Svc. \$38,700, Payroll, Accounting, HR \$109,305</p>

3/26/2021

REPORTS

ITEM 12
Facilities and Budget Report

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of April 30, 2021

Fiscal Year 2020-21 Budget

Percentage of Year Completed: 83%

OPERATING FUND Program Description	2020-21 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
ICCP - Regular Programs						
COST CENTER 005710						
REVENUE						
8650 Portable Fees Cnty	\$1,892,887	\$1,892,887	\$0	\$709,833	\$1,183,054	37%
8650 Portable Fees Waived - Covid 19 (1)	\$0	(\$946,443)	\$0	\$0	(\$946,443)	0%
8660 Interest Income Cnty	\$48,645	\$48,645	\$0	\$11,272	\$37,373	23%
Total Revenue:	\$1,941,532	\$995,089	\$0	\$721,104	\$273,984	72%
OPERATING EXPENDITURES						
4305 Saftey and Security	\$2,450	\$2,450	\$0	\$0	\$2,450	0%
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$0	\$54,383	(\$14,383)	136%
5450 Insurance	\$89,351	\$89,351	\$0	\$90,316	(\$965)	101%
5500 Utilities	\$91,511	\$91,511	\$0	\$61,007	\$30,504	67%
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$0	\$546	\$39,454	1%
5811 Consultants	\$27,000	\$27,000	\$0	\$0	\$27,000	0%
5817 Scholarships	\$30,000	\$30,000	\$0	\$500	\$29,500	2%
5837 Interest Expense	\$2,200	\$2,200	\$0	\$19	\$2,181	1%
5838 Audit	\$9,100	\$9,100	\$0	\$11,000	(\$1,900)	121%
5861 Facilities & Financial Support / IUSD	\$82,300	\$82,300	\$0	\$54,867	\$27,433	67%
5862 Custodial Services	\$560,096	\$560,096	\$0	\$373,397	\$186,699	67%
5864 Program Coordination / City	\$432,500	\$432,500	\$0	\$122,539	\$309,961	28%
Total Operating Expenditures:	\$1,406,508	\$1,406,508	\$0	\$768,574	\$637,934	55%
Total Excess (Deficiency):	\$535,024	(\$411,419)	\$0	(\$47,469)		
CAPITAL EXPENDITURES						
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$0	\$53,393	\$71,607	43%
6230 Portables (Replacement/New)	\$0	\$0	\$0	\$0	\$0	0%
5862 Custodial Vehicles	\$35,000	\$35,000	\$0	\$33,845	\$1,155	97%
7439 Debt Service	\$135,173	\$135,173	\$0	\$90,115	\$45,058	67%
Total Capital Expenditures:	\$295,173	\$295,173	\$0	\$177,354	\$117,819	60%
Net Increase (Decrease):	\$239,852	(\$706,592)		(\$224,823)		
Beginning Balance, July 1	\$1,557,209	\$1,557,209		\$1,557,209		
Ending Balance, June 30	\$1,797,061	\$850,616		\$1,332,386		
Components of Ending Balance:						
Capital Facilities (Modular Replacement) Reserve	\$1,746,010	\$799,566		\$1,304,008		
3% Operation Reserve	\$51,050	\$51,050		\$28,378		

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of April 30, 2021

Fiscal Year 2020-21 Budget

GRANT PROGRAM FUNDS Program Description	2020-21 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
STATE GRANT/CDD						
COST CENTER 005501						
REVENUE						
8290 Child Development Apportionments	\$237,902	\$348,498	\$0	\$214,093	\$134,405	61%
8590 Other State Revenue	\$448,376	\$736,712	\$0	\$415,016	\$321,696	56%
Total Revenue:	\$686,278	\$1,085,210	\$0	\$629,109	\$456,101	58%
EXPENDITURES						
5810 Serv./Contracts	\$686,278	\$1,085,210	\$0	\$571,678	\$513,532	53%
Total Expenditures:	\$686,278	\$1,085,210	\$0	\$571,678	\$513,532	53%
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$57,431		
LOCAL GRANT / Irvine Childrens Fund (ICF)						
COST CENTER 005712						
REVENUE						
8689 All Other Fees & Contracts	\$28,200	\$28,200	\$0	\$0	\$28,200	0%
8699 Other Local Revenue/CDBG	\$51,800	\$51,800	\$0	\$25,563	\$26,237	49%
Total Revenue:	\$80,000	\$80,000	\$0	\$25,563	\$54,437	32%
EXPENDITURES						
5817 Scholarships	\$80,000	\$80,000	\$0	\$30,854	\$49,146	39%
Total Expenditures:	\$80,000	\$80,000	\$0	\$30,854	\$49,146	39%
Fund Balance (U):	\$0	\$0	\$0	(\$5,291)		
GRANT PROGRAM FUND SUMMARY						
REVENUE	\$766,278	\$1,165,210	\$0	\$654,672	\$510,538	56%
EXPENDITURES	\$766,278	\$1,165,210	\$0	\$602,532	\$562,678	52%
Total Excess (Deficiency):	\$0	\$0	\$0	\$52,140		
Beginning Balance, July 1	\$0	\$0	\$0	\$0		
Ending Balance, June 30	\$0	\$0	\$0	\$52,140		
TOTAL ICCP FUND BALANCE:	\$1,797,060	\$850,616	\$0	\$1,384,572		
(Operating Fund + Grant Program Funds)						

Notes:

1. ICCP Board approved rental fees waived to providers due to COVID. July waived 100%, August waived 50%, September waived 50%, October waived 50%,

ITEM 13

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

Irvine Child Care Project (ICCP) Administrator's Report
June 14, 2021

Scholarships/Financial Assistance:

- ICCP Scholarship funded by the Irvine Children's Fund:
 - Online application is live
 - One point of entry for families who may qualify for either CDBG Public Service or CDBG Coronavirus funding
 - Due to the availability of temporary, onetime funds provided through the CARES Act, families who have lost employment, wages, or are at risk of homelessness due to the Coronavirus pandemic, may also be eligible for funding

Program Quality:

- State of California Moving "Beyond the Blueprint" – New guidance for child care anticipated by June 15, 2021.
- City staff are working to develop an interim quality technical support process for the 2021-22 Fiscal Year as guidance continues to evolve, and we anticipate individuals will be permitted, per State licensing, to visit child care sites beginning in fall 2021.
- City staff continue to provide support and information on resources to help ICCP providers continue to deliver high quality programs to the families they serve.