



Donna Schwartz
Chair

Jessica Winn
Vice Chair

Committee Members:
Phyllis Agran
Imithri Bodhinayake
Jen Chiou
Shelby Clatterbuck
Myra Firth
Diane Gale
Donna King
Wenli Lin
James Mai
Nazy Nassiri
Michelle Raji
Shareen Young

AGENDA

IRVINE CHILD CARE COMMITTEE REGULAR MEETING

January 11, 2022
9:00 AM

Irvine Conference and Training Center
and Zoom
1 Civic Center Plaza
Irvine, California

PARTICIPATION AT IRVINE CHILD CARE COMMITTEE MEETING

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

REQUEST TO SPEAK IN PERSON: IF YOU WOULD LIKE TO ADDRESS THE IRVINE CHILD CARE COMMITTEE ON A SCHEDULED AGENDA ITEM – INCLUDING A REGULAR BUSINESS ITEM OR PUBLIC COMMENTS – PLEASE REGISTER BY COMPLETING THE REQUEST TO SPEAK FORM AVAILABLE AT THE ENTRANCE TO THE MEETING ROOM. PLEASE IDENTIFY ON THE FORM YOUR NAME AND THE ITEM ON WHICH YOU WOULD LIKE TO SPEAK. THE REQUEST TO SPEAK FORM ASSISTS THE CHAIR IN ENSURING THAT ALL PERSONS WISHING TO ADDRESS THE IRVINE CHILD CARE COMMITTEE ARE RECOGNIZED. IT ALSO ENSURES THE ACCURATE IDENTIFICATION OF MEETING PARTICIPANTS IN THE IRVINE CHILD CARE COMMITTEE MINUTES. YOUR NAME WILL BE CALLED AT THE TIME THE MATTER IS HEARD BY THE IRVINE CHILD CARE COMMITTEE. CITY POLICY IS TO LIMIT PUBLIC TESTIMONY TO UP TO THREE MINUTES PER SPEAKER ON AGENDIZED ITEMS, AND THREE MINUTES DURING GENERAL PUBLIC COMMENTS (UNLESS THE TIME LIMIT IS EXTENDED BY THE CHAIR), WHICH INCLUDES THE PRESENTATION OF ELECTRONIC OR AUDIO-VISUAL INFORMATION. SPEAKERS MAY NOT YIELD THEIR TIME TO OTHER PERSONS.

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

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

Speaker's Card/Request to Speak: If you would like to address the Committee on a scheduled agenda item, please complete the Request to Speak Form. The card is at the table at the entrance to the conference room. Please identify on the card your name, address (optional), and the item on which you would like to speak and return to the Recording Secretary. The Request to Speak Form assists the President 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

1. IRVINE CHILD CARE COMMITTEE REORGANIZATION

RECOMMENDED ACTION:

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

- 2) Selection of Vice Chair: Newly elected or reappointed Irvine Child Care Committee Chair declares nominations open for Vice Chair and calls for Committee vote.

2. PRESENTATION

2.1 SUPPORT FROM REGIONAL CENTER OF ORANGE COUNTY

ANNOUNCEMENTS

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

PUBLIC COMMENTS

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

3. COMMITTEE REPORTS

3.1 IRVINE CHILD DEVELOPMENT CENTER OPERATING CORPORATION

3.2 IRVINE CHILDREN, YOUTH AND FAMILIES ADVISORY COMMITTEE

ADDITIONS AND DELETIONS TO THE AGENDA

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

4. COMMITTEE BUSINESS

4.1 MINUTES

RECOMMENDED ACTION:

Approve the minutes of the Irvine Child Care Committee meeting held November 9, 2021

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

RECOMMENDED ACTION:

- 1) Appoint an Irvine Child Care Committee representative to the Irvine Child Development Center Operating Corporation Board of Directors.

- 2) Appoint an Irvine Child Care Committee representative to the Irvine Children, Youth and Families Advisory Committee.

4.3 IRVINE CHILD CARE COMMITTEE ANNUAL GOALS AND WORK PLAN

RECOMMENDED ACTION:

Review and approve the proposed Irvine Child Care Committee Annual Goals and Work Plan.

ADJOURNMENT

NOTICE TO THE PUBLIC

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

STAFF REPORTS

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

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact Irvine Child Care Committee liaison at (949) 724-6647.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

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

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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

COMMUNICATION AND ELECTRONIC DEVICES

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

MEETING SCHEDULE

Regular meetings of the Irvine Child Care Committee are held on the second Tuesday of select months at 9 a.m. unless otherwise noted. Agendas are available at the following locations:

- Police Department
- Front Entrance of City Hall
- City's web page at cityofirvine.org.

I hereby certify that the agenda for the Irvine Child Care Committee meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on January 7, 2022 by 5:30 p.m. p.m. as well as on the City's web page.

/s/Rebecca Parmer, Committee Liaison

ITEM 1
IRVINE CHILD CARE COMMITTEE
REORGANIZATION

(There is no report associated with this item.)

2. PRESENTATION

ITEM 2.1

SUPPORT FROM REGIONAL CENTER OF ORANGE COUNTY

(There is no report associated with this item.)



*Support from Regional
Center Orange County*

*In Service to People with
Developmental Disabilities*

Presented by

*Kathleen McFarlin, Manager
Comfort Connection Family Resource Center*



Regional Centers

➤ Regional Centers in California administer **two separate programs**

- 1) The federal IDEA Part C establishes regulations for the Early Start program for infants and toddlers
- 2) California's Lanterman Act establishes services for children over 3 through adulthood



Regional Centers

- Network of 21 Regional Centers in California
 - Serving over 358,000 people having developmental disabilities
 - \$9.8 billion State Budget
- Separate, non-profit organizations
- Under contract with the State of California; administered by the Department of Developmental Services (DDS)



*California's Birth to 36
Months Program*

EARLY START



CALIFORNIA

**EARLY
START**

**for Infants
and
Toddlers
with
Disabilities
and Their
Families**



Early Start Eligibility

Part C (birth - 36 months of age)

Developmental Delay

- 33% delay in 1 or more areas of development (cognitive, motor, communication, social and adaptive)

Established Risk

- Condition of known etiology with a high probability of intellectual disability (e.g., Down syndrome)

High Risk or “At-Risk”

- At high risk of having substantial developmental disability due to a combination of biomedical risk factors..

High Risk or “At Risk” Factors

combination of 2 or more biomedical factors

Prematurity of less than 32 weeks and/or less than 1500 grams

Assisted Ventilation for 48 hours or longer during first 28 days

Small for Gestational Age -below 3rd percentile

Asphyxia associated with 5 min. APGAR score of 0-5

Severe and persistent metabolic abnormality

Neonatal seizures or nonfebrile seizures first 3 years

CNS lesion or abnormality

CNS infection

Biomedical insult

Multiple Congenital Abnormalities which might affect developmental outcome

Prenatal exposure to known teratogens

Prenatal substance exposure-positive tox screen

FTT-below 3rd percentile for age or weight loss of 2 or more percentile on growth curve

Persistent hypotonia or hypertonia

Early Start Services Most Commonly Utilized

- Assistive technology
- Durable Medical Equipment
- Audiology
- Health Services, Nursing Service & Medical Services (Only for diagnostic and evaluation purposes)
- Nutrition Services
- Occupational Therapy
- Physical Therapy
- Speech Therapy
- Service Coordination
- Family Training
- Special Instruction
- Behavior Therapy
- Interpreter
- Translator
- Transportation
- Vision Services
- Other Services

Services are funded by RC or health insurance plan.

Early Start Eligibility (cont.)

- Solely Low Incidence Disability
Hearing, vision, orthopedic
and normal cognition

Served by the Department of Education



Eligibility For Regional Center Services At Age 3

At the same time that children are being assessed to determine eligibility for special education preschool services, all children are reviewed for eligibility for Regional Center services at age 3.

LANTERMAN ELIGIBILITY

(Age 3 through adulthood)

RCOC serves persons with developmental disabilities. As defined by law, such persons meet four criteria:

1. Must be a resident of California (legal status not considered).
2. They have a qualifying diagnosis:
Intellectual Disability/ CP / Epilepsy / Autism / 5th Category.
3. Their disability began **prior to age 18.**
4. They have substantial disabilities in **3 or more of 7 legally mandated areas** that are the result of their qualifying diagnosis.
5. Their disability is expected to last indefinitely.



Excluded from Eligibility:

1. Solely learning disabilities.
2. Solely psychiatric disorders where deficits in intellectual or social functioning result from psychiatric disorders or their treatment (e.g., ADHD is considered a mental health condition).
3. Solely physical conditions that are acquired and not associated with neurological impairment resulting in the need for treatment like a person with Intellectual Disability.

The 7 Areas of Functioning

AGE

<u><i>Area</i></u>	<u><i>Birth to 5</i></u>	<u><i>6 to 18</i></u>	<u><i>Over18</i></u>
Learning	+	+	+
Rec. & Exp. Language	+	+	+
Mobility	+	+	+
Self-Care	+	+	+
Self-Direction	+	+	+
Independent Living		+	+
Economic Self-Sufficiency			+

LANTERMAN ELIGIBILITY

(Ages 3-4)

Developmental Services Trailer Bill (TBL) SB 136

Provisional Eligibility (3-4 year olds)(WIC §4512)– Allows for regional center services on a provisional basis for **children ages 3-4 without a formal diagnosis of a developmental disability.**

*If a child who is three or four years of age is not otherwise eligible for regional center services pursuant to paragraph (1), the child shall be provisionally eligible for regional center services if the child has a disability that is not solely physical in nature and has significant functional limitations in **at least two of the following areas** of major life activity, as determined by a regional center and as appropriate to the age of the child:*

- (i) Self-care*
- (ii) Receptive and expressive language*
- (iii) Learning*
- (iv) Mobility*
- (v) Self-direction*

Eligibility Time Lines over 3

- Lanterman (3+):
- 15 days for initial assessment
- 120 days to determine eligibility

LANTERMAN

Services for Individuals Over 3

- Service Coordination
- Respite Care
- Day Care (up to 20hrs/wk)
- Adult Day Programs
- Transportation
- Advocacy Services
- Various Living Options
- Family Support
- Behavior Management for Families
- Coordination with County Mental Health
- Coordination with Health Plans for Diagnostic Evaluations/Neurological/Genetic Evaluations
- Coordination with generic resources – CalOptima, CCS, IHSS, IHO, SSI
- Coordination with Denti-Cal
- Coordination with LEA



Lanterman Funding Guidelines

Purchase of Service Guidelines

Mandated to be payer of last resort

Use of generic resources

California Children Services

Cal-Optima

IHSS/SSI

Private Insurance

Local Education Agency

Mental Health

Community Clinics

IHO – In home nursing

*Comfort Connection
Family Resource Center*







Early Start Family Resource Centers (FRC)

- 47 FRCs throughout the State are designated as an Early Start Family Resource Center serving children and adults having developmental disabilities.
- Comfort Connection FRC is the Early Start FRC in Orange County
- It is NOT necessary to be served by the RC to receive assistance from the FRC.
- Staffed by parents of children with special needs.

What do we provide?

Services provided in English, Spanish & Vietnamese include:

- Emotional Support to Parents by Parents
- Extensive Links to Community Resources & Referrals
- Library of articles, books & DVDs
- Routine emails to families sharing community events, new programs, health alerts, etc. (3.8M sent over the last year)
- Educational Presentations

What do we provide?

Educational Presentations for Parents

- Moving On at 3 – occurs every other month
- Potty Training: Toileting Independence – 2x/year
- Maximizing CalOptima Benefits
- Sleep
- Feeding
- Picky Eaters
- Baby Talk Boot Camp
- CPR for Infants
- Baby Development – Let's Move

What do we provide?

Updated Resource Listings

- A to Z Parent Support Groups
- All Learning Links, Early Head Start, Head Start, Think Together early childhood programs
- Dentists who work with children having special needs
- Recreation Guide
- Behavior Resources
- Non-Public School Alternatives
- Food Pantries/Diaper Banks
- End-of-Life Supports



What do we provide?

Over 400 weblinks to all types of family resources
can be found at:

www.rcocdd.com/frc/ccfrc/resources

Regional Center of Orange County

- Intake Phone: (714) 796-5354
- 24 Hour Phone number: (714) 796-5100
- www.rcocdd.com

Comfort Connection FRC

714-558-5400





Thank You!

Questions & Discussion

3. COMMITTEE REPORTS

ITEM 3.1

Irvine Child Development Center Operating Corporation

(There is no report associated with this item.)

ITEM 3.2

**Irvine Children, Youth and Families
Advisory Committee**

(There is no report associated with this item.)

4. COMMITTEE BUSINESS
ITEM 4.1
Minutes



MINUTES

IRVINE CHILD CARE COMMITTEE REGULAR MEETING

**November 9, 2021
Irvine Child Resource Center
14341 Yale Avenue
Irvine, California 92604**

Zoom Meeting

CALL TO ORDER

The regular meeting of the Irvine Child Care Committee was called to order at 9:02 a.m. by Chair Schwartze.

ROLL CALL

Present: 14 Chair: Donna Schwartze
Vice Chair: Jessica Winn
Committee Member: Phyllis Agran
Committee Member: Imithri Bodhinayake*
Committee Member: Jen Chiou
Committee Member: Shelby Clatterbuck
Committee Member: Myra Firth
Committee Member: Emiliano Guzman
Committee Member: Donna King
Committee Member: Wenli Lin
Committee Member: James Mai
Committee Member: Nazy Nassiri
Committee Member: Michelle Raji
Committee Member: Shareen Young
**Arrived at 9:22 a.m.*

PLEDGE OF ALLEGIANCE

Chair Schwartze lead the Pledge of Allegiance.

INTRODUCTIONS

There were no introductions.

1. PRESENTATIONS

- 1.1 UNIVERSAL PRE-K AND EXPANSION OF TRANSITIONAL KINDERGARTEN –** Traci Stubbler, Community Services Supervisor and Shelby Clatterbuck, Early Learning Specialist, Irvine Unified School District, provided an update on legislation and plans to expand Transitional Kindergarten to all four-year-olds, regardless of income eligibility by school year 2025-26.

ANNOUNCEMENTS

Donna King, Committee Member, announced registration is open for spring early childhood classes at Irvine Valley College. Courses include: Infant Toddler Development, Observation, Teaching in a Diverse Society, Health, Safety and Nutrition, and Advanced Curriculum. Course and enrollment information will be emailed to Committee Members.

Phyllis Agran, Committee Member, recognized and expressed appreciation to Community Services Administrator Adam Buchanan, who retired from the City after more than 30 years of service, for his many contributions to the City and youth programs over his tenure.

Traci Stubbler, Community Services Supervisor, announced the following:

- Emiliano Guzman was recognized for his time and contributions to the Committee over his term for the past two years. His term will expire in December.
- At it's meeting on October 26, the Irvine City Council unanimously voted to allocate \$102,000 of the American Rescue Plan Relief Funds to the Irvine Children's Fund for the Irvine Child Care Project Scholarship program. The funds will help support existing participants and additional families on the current wait-list.
- The call for proposals for the before-and-after school care provider at Solis Park K-8 School will open on November 19. Applications will be due on January 6. Chair Schwartze will be participating on the selection Committee for the new program.
- The Behavioral Health Training Collaborative of Orange County is conducting a Community Needs Assessment to help them continue to provide training opportunities that are of interest and relevant to Orange County residents, their families and the community. Committee Members were asked to share the survey with their networks and the parents they serve.

ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

There were no public comments.

2. COMMITTEE REPORTS

- 2.1 Irvine Child Development Center Operating Corporation (ICDCOC) – Vice Chair Winn reported enrollment continues to do well. The school is currently participating in the Start Well, Mental Health Consultation Program.
- 2.2 Irvine Children, Youth and Families Advisory Committee – Committee Member Chiou reported the Advisory Committee will be meeting November 10, 2021 via Zoom.
- 2.3 Goals Subcommittee – Vice Chair Winn reported the Subcommittee has scheduled two meetings to come up with three to five goals to be presented to the Committee at the January meeting.

COMMITTEE BUSINESS

3. MINUTES

- 3.1 **ACTION: Moved by Committee Member Nassiri, seconded by Committee Member Young, to approve the minutes of the Irvine Child Care Committee meeting held October 12, 2021.**

There were no public comments.

The motion carried unanimously.

ADJOURNMENT

Moved by Committee Member Nassiri, and seconded by Committee Member Young, to adjourn the meeting at 10:03 a.m.

DONNA SCHWARTZE
CHAIR

Date Approved: _____

TRACI STUBBLER
CHILD CARE COORDINATION SUPERVISOR

ITEM 4.2
APPOINTMENT OF MEMBER
REPRESENTATIVES



REQUEST FOR IRVINE CHILD CARE COMMITTEE ACTION

MEETING DATE: JANUARY 11, 2022

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

Pam Baird

Pam Baird (Jan 6, 2022 12:54 PST)

Director of Community Services

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

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

COMMITTEE RECOMMENDATION

None applicable

ANALYSIS

On December 9, 2020, City Council approved a ten-year lease agreement (Attachment 2) between the City and Irvine Child Development Center Operating Corporation (ICDCOC) for the operation of the Irvine Child Development Center located at 2 Civic Center Plaza, Irvine. ICDCOC has leased the facility from the City since 1988. The current lease agreement, effective January 1, 2020 to January 31, 2030, states the Committee shall have a voting seat on the ICDCOC Board of Directors.

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

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

The Irvine Children, Youth and Families Advisory Committee (ICYFAC) mission is to provide ongoing review and evaluation of the City's children, youth and family-related initiatives. The Committee strives to support the development of Irvine children and youth to become capable, healthy, and successful adults. The purpose of the Committee is to serve as a public advisory body of the City of Irvine, reporting to the Community Services Commission.

Per the ICYFAC Bylaws (Attachment 3), the Irvine Child Care Committee shall appoint a member representative to a voting seat on ICYFAC. Committee participation on ICYFAC will support awareness of the needs of Irvine's young children and their families. The Committee representative will be asked to report to the Committee and seek Committee input regarding issues discussed and priorities determined by ICYFAC.

ICYFAC meetings are held quarterly at the Irvine Civic Center. The ICYFAC meeting schedule for calendar year 2022 is presented as Attachment 4.

ALTERNATIVES CONSIDERED

The Committee may choose to delay or not select a representative to ICYFAC or ICDCOC.

FINANCIAL IMPACT

There are no new financial impacts associated with the recommended Committee appointments.

REPORT PREPARED BY Traci Stubbler, Community Services Supervisor

ATTACHMENTS

1. Irvine Child Care Committee Bylaws
2. Irvine Child Development Center Operating Corporation Lease Agreement
3. Irvine Children, Youth and Families Advisory Committee Bylaws
4. Irvine Children, Youth and Families Advisory Committee 2022 Meeting Calendar



IRVINE CHILD CARE COMMITTEE BYLAWS

Community Services Resolution Number: 18-04

Community Services Commission Approved: 06/06/2018


Director of Community Services

1.0 NAME

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

2.0 LOCATION

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

3.0 PURPOSE, MISSION, AND DUTIES

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

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

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

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

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

ATTACHMENT 1

4.0 GENERAL STATEMENT OF POLICY

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

5.0 MEMBERSHIP

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

5.1 Appointee Members

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

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

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

5.2.1 Community Members - Two (2)

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

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

5.3 Resignation, Vacancies, and Removal

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

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

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

6.0 VOTING

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

6.2 Proxy Votes - No proxy votes are permitted.

7.0 OFFICERS

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

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

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

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

8.0 MEETINGS

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

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

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

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

9.0 BYLAWS

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

COMMUNITY SERVICES COMMISSION RESOLUTION NO. 18-04

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

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

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

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

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

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

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

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

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

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



CHAIR OF THE COMMUNITY SERVICES COMMISSION FOR THE CITY OF IRVINE



SECRETARY OF THE COMMUNITY SERVICES COMMISSION FOR THE CITY OF IRVINE

COMMERCIAL PROPERTY LEASE
(IRVINE CHILD DEVELOPMENT CENTER)

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

R E C I T A L S

A. City is the owner of certain real property located at 2 Civic Center Plaza, Irvine, California, as depicted on the site plan attached hereto as Exhibit A ("Premises"), which is a part of the Irvine Civic Center. The Premises consist of a freestanding building containing approximately eleven thousand six hundred square feet (11,600 sf), and an outdoor playground area of approximately twelve thousand two hundred sixty-one square feet (12,261 sf) ("Playground Area").

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

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

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

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

2. Term.

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

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

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

2.3 Periodic Review and Right of Termination. Notwithstanding Section 2.1 and Section 2.2 above, City shall have the right to conduct a periodic review of the operation and management of the child care facility not more than once during any six (6) month period upon not less than two (2) business days' notice. Such review may include the inspection of the Premises, as permitted under Section 7.7 below; an inspection of the books and records of Lessee, as permitted under Section 5.3 below; a review of the general operations and management of Lessee; a review of the adult/child ratios; a review of the enrollment in the child care center relative to the capacity; the status of Lessee's licensing and any other matters deemed relevant by City to its review. City shall have the right, upon ninety (90) days written notice to Lessee, to elect to terminate this Lease in the event City, in its reasonable discretion, determines that the level of operations of the child care center are below the City's expectations and/or standards; that the operation of the center poses a significant liability exposure to City, Lessee or Lessee's officers and/or directors; or that the goals of City of conducting a first-class child care center are not being served by the operation of the child care center by Lessee. Lessee shall have the right to terminate this Lease if Lessee is unable to use and operate the child care facility at the Premises due to the condemnation or damage of the Premises, and the Premises are not fully restored to their prior condition by City within one hundred twenty (120) days after the condemnation or damage. Rent payable under this Lease shall be abated during any such period in which less than all of the Premises are available for use by Lessee. Lessee acknowledges and agrees that Lessee shall have no right to any portion of any condemnation award or any proceeds of casualty insurance, and that such awards shall be payable solely to City.

3. RENT

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

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

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

3.4 Late Charge. Lessee acknowledges that late payment by Lessee to City of rent will cause City to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent or additional rent due from Lessee is not received by City within ten (10) days of when due, Lessee shall pay to City the sum of Two Hundred Fifty Dollars (\$250.00) as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent City from exercising any of the other rights and remedies available to City.

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

4. Use; Limitations on Use.

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

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

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

4.2.2 Lessee shall comply with all applicable laws and regulations concerning Lessee's use of the Premises. Lessee shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Lessee's particular and specific use of the Premises at the time, or any unauthorized alteration by Lessee. Subject to City's right to terminate this Lease pursuant to Section 2.3 above, City shall

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

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

5. Lessee's Conduct of Business.

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

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

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

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

5.3 Books and Records. Lessee shall maintain at the Premises full, complete, accurate, and proper books and accounts of all financial transactions of Lessee relating to the operation in the Premises, which books and records shall be at all reasonable times open to inspection after giving Lessee two (2) business days' prior written notice by City or its auditors or authorized representatives or agents. Not more than ninety (90) days after the end of each fiscal year during the term of this Lease, Lessee shall provide City a copy of the balance sheet of Lessee, dated as of the last day of such fiscal year, and a statement of income and expenses for such fiscal year, each of which shall be signed by an independent certified public accountant.

5.4 License. At all times during the term of this Lease, Lessee shall maintain all licenses required by applicable statutes, rules or regulations of the United States, the State of California or any subdivision thereof for general child day care programs. Lessee must obtain, at Lessee's sole cost and expenses, all permits, and/or bonds required of Lessee by this Lease or by any municipal or county ordinance or

regulation or by any state or federal law or regulation. A copy of such permits, and/or renewals thereof shall be furnished to City upon the commencement of this Lease and not less than twenty (20) days prior to the expiration, if any, of any existing permits or licenses. In the event such permits, licenses and/or renewals cannot be obtained by Lessee as a result of delays by the licensing or permitting authority beyond the control of Lessee, Lessee shall provide City with a statement certified by an officer of Lessee setting forth the status of the license, permit and/or renewal.

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

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

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

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

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

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

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

6. Release, Insurance and Indemnity.

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

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

6.3 Indemnification by Lessee. Except to the extent caused by the gross negligence or willful misconduct of any of the City and City Personnel, Lessee shall indemnify each and all of the City and City Personnel against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with any of the Claims; provided, however, that Lessee shall not be required to indemnify, defend or hold harmless any of the City and City Personnel from any Claim which arises from the gross negligence or willful misconduct of any of the City and City Personnel. In connection therewith:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Maintenance.

7.1 City's Maintenance. Except as specifically provided herein, City at its cost and expense shall maintain, in good condition and repair (including the replacement thereof, as necessary), the structural parts of the building (including the roof) and other exterior improvements on the premises. The specific improvements for which City is responsible for maintaining are set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

7.7 Inspection. The City shall maintain a monthly preventative maintenance program on all playground equipment and the playground area. Records will be maintained and available to Lessee for review upon five (5) days' notice. Lessee shall daily survey the Playground Area and Playground Area equipment. In the event Lessee identifies a defect or item or area which requires repair in the course of its survey, Lessee shall notify City of the necessity of such repair and the existence of the defect within twenty-four (24) hours. City shall use diligent best efforts to promptly repair such defect or item reported. In the event the nature of the defect or condition could present a hazard to person or property, Lessee shall discontinue use of the item or area immediately and shall take measures and precautions necessary to assure that such item or area will not be utilized by the occupants of the child care center.

7.8 Custodial Services. Lessee acknowledges and agrees that City requires a heightened standard of custodial services and overall cleanliness at the Premises, and agrees to maintain the Premises and perform custodial services at the Premises at the levels and standards as set forth in Exhibit "D", which is attached hereto and incorporated herein by this reference.

8. Assignment. The parties hereto acknowledge that City has entered into this Lease with Lessee in order to promote and support child care within the City of Irvine, and because of Lessee's extensive experience and specialized skills in operating child care facilities. This Lease is personal in nature to City and Lessee. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any other person or entity (except Lessee's authorized representatives) to occupy or use all or any part of the Premises without first obtaining City's prior written consent, which may be withheld in City's sole and absolute discretion. Any assignment or encumbrance without City's consent shall be voidable and shall constitute a default (after expiration of applicable notice and cure period) hereunder. No consent to any assignment or encumbrance shall constitute a further waiver of the provisions of this paragraph. No interest of Lessee hereunder shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (1) If Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Lessee is the bankrupt party; (2) If a writ of attachment or execution is levied on this Lease; and/or (3) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession

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

9. Default.

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

9.1.1 Abandonment and vacation of the Premises (failure to occupy and operate the Premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation); provided, however, that Lessee's failure to occupy and operate the Premises as the result of a natural disaster, governmental restriction, or pandemic, including, without limitation, the COVID-19 pandemic, shall not constitute an abandonment or vacation; and

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

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

9.2 City's Remedies. City shall have the following remedies if Lessee commits a default after expiration of applicable notice and cure periods. These remedies are not exclusive; but rather are cumulative in addition to any remedies now or later allowed by law. In the event of a default after expiration of applicable notice and cure periods by Lessee hereunder, City shall have the right to terminate Lessee's right to possession of the Premises at any time. In addition, if Lessee is in default (after expiration of applicable notice and cure periods) of this Lease, City shall have the right to cure the default at Lessee's cost. If City, by reason of Lessee's default (after expiration of applicable notice and cure periods), pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Lessee to City at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by City until City is reimbursed by Lessee. City shall be afforded all rights and remedies permitted under California unlawful detainer statutes as set forth in the California Civil Code and the California Code of Civil Procedure.

10. Arbitration of Disputes. Any dispute between the parties relating to the interpretation and enforcement of their rights and obligations under this Lease shall be resolved solely by mediation, followed by, if necessary, arbitration. The parties shall

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

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

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

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

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

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

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

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

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

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

CITY: _____

LESSEE: *David Jackson*

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

12. Services to City Employees. Lessee shall make available not less than twenty percent (20%) of the capacity of enrollees within the Premises for benefit of City employees, subject to availability of openings within the facility. In the event the enrollment, at any time, consists of less than twenty percent (20%) of children of City employees Lessee shall notify City of any opening within the facility for additional enrollees prior to offering the position to non-City employee children. City shall notify Lessee within five (5) business days of the names of the City employees' children to fill the vacancy or vacancies. In the event City has not notified Lessee within such five (5) day period, Lessee shall have the right to fill such vacancy with children of a non-City employee.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail.

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

“City”

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

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

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey T. Melching
Jeffrey T. Melching, City Attorney

ATTEST:
Carl Petersen
~~Molly M. Perry, City Clerk~~
Carl Petersen, Interim City Clerk
“Lessee”

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

By: Shirley Jackson
Its: DIRECTOR

EXHIBIT "A"

DEPICTION OF PREMISES

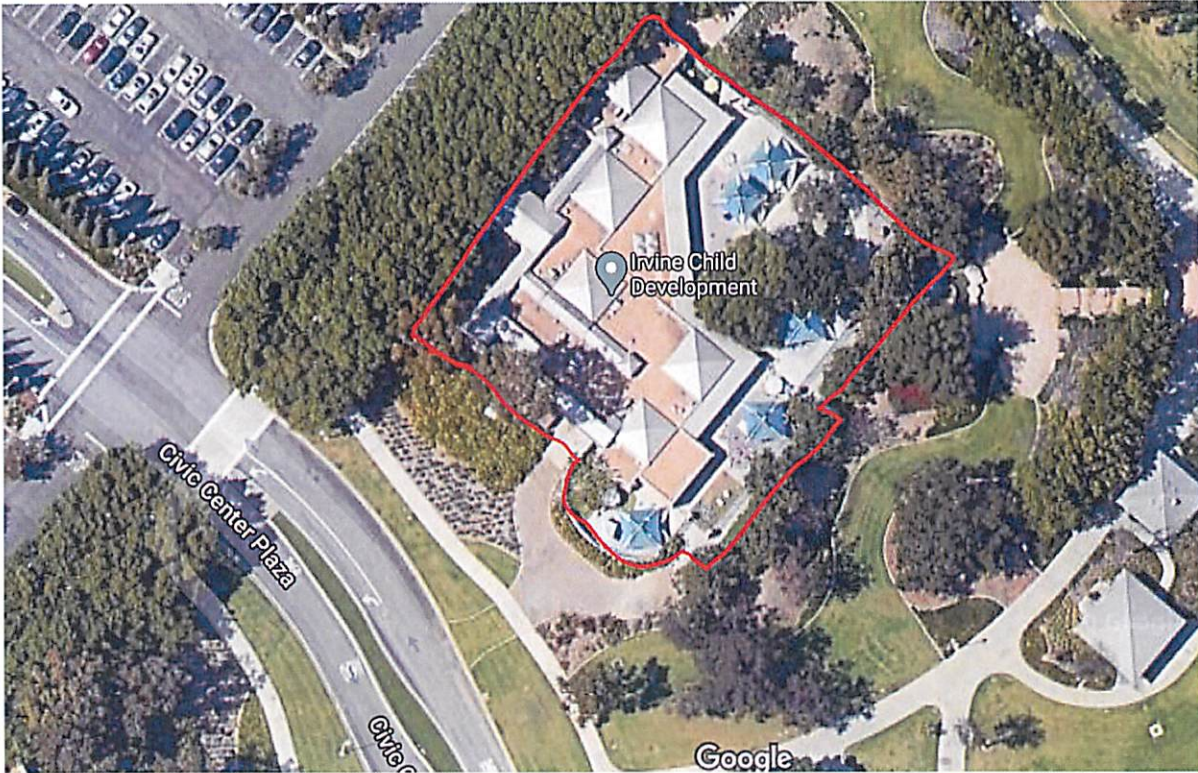


EXHIBIT "B"

CITY MAINTENANCE RESPONSIBILITIES

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

EXHIBIT "C"

LESSEE MAINTENANCE RESPONSIBILITIES

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

EXHIBIT "D"

CUSTODIAL SERVICES

THE FOLLOWING REPRESENTS THE CITY'S STANDARDS FOR DAILY, WEEKLY, AND MONTHLY CUSTODIAL FUNCTIONS:			
<u>ROUTINE SERVICES TASKS AND FREQUENCIES</u> <u>ALL INTERIOR OFFICE AREAS AND CLASSROOMS</u>			
<u>FREQUENCY</u>	<u>ROUTINE SERVICE TASKS</u>		
D	EMPTY AND SPOT CLEAN TRASH AND TRASH RECEPTACLES		
D	REPLACE OBVIOUSLY SOILED OR TORN TRASH RECEPTACLE LINERS		
D	CLEAN AND DISINFECT DRINKING FOUNTAINS		
W	SPOT CLEAN FURNITURE AND FIXTURES		
W	SPOT CLEAN BUILDING SURFACES		
W	DUST BUILDING SURFACES AND FURNITURE SURFACES		
D	GENERAL CLEANUP		
2W	EMPTY RECYCLING CONTAINERS		
D	DAMP MOP NON-CARPETED FLOORS		
W	SPRAY BUFF HARD FLOORS		
D	CLEAN ENTRANCE MATS		
D	CLEAN AND DISINFECT WASH BASINS AND COUNTER TOPS THEY ARE MOUNTED IN		
W	REMOVE CARPET STAINS		
M	DUST HVAC VENTS		
D	COMPLETELY VACUUM		
M	DUST VENETIAN BLINDS		
M	RE-WAX HARD FLOORS AS NEEDED		
D	CLEAN ALL GLASS DOORS		
W	CLEAN ALL PUBLIC RECEPTION COUNTERS		
M	CLEAN SPIDER WEBS FROM ENTRY CANOPY AND MAIN PATIO COVER		
M	CLEAN LIGHTING FIXTURES AT STAIRS TO ENTRY WALKWAY		
M	CLEAN WINDOWS INSIDE AND OUT TO NINE FEET		
2M	CLEAN CARPET IN INFANT ROOM/INFANT SLEEPING ROOMS		
FREQUENCY CODES:		D = DAILY	W = WEEKLY
		2W = TWICE A WEEK	M = MONTHLY
		2M = TWICE A MONTH	

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

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

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



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

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


Director of Community Services

1.0 NAME

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

2.0 LOCATION

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

3.0 PURPOSE, MISSION, AND DUTIES

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

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

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

4.0 GENERAL STATEMENT OF POLICY

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

5.0 MEMBERSHIP

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

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

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

5.6 Resignation, Vacancies, and Removal

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

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

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

5.6.4 Liabilities and Property Rights of the Committee - No member of the Committee shall be personally responsible for any indebtedness or liability, and any and all creditors shall look only to the City of Irvine's assets for payment.

6.0 VOTING

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

6.2 Proxy Votes – No proxy votes are permitted.

7.0 OFFICERS

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

7.1 Election – Regular election of officers shall be held at the Committee's spring meeting of odd-numbered years. The term of office shall be two (2) years, commencing upon election.

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

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

8.0 MEETINGS

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

- 8.1 Agenda – Agenda items may be submitted thirty (30) days in advance by any Committee Member upon notification to the Chair or City liaison. The agenda shall be established with items as coordinated by the Chair and City liaison.
- 8.2 Procedures – Robert’s Rules of Order shall govern the general conduct of meetings.
- 8.3 Quorum – A majority of the Committee Members shall constitute a quorum. A majority vote of the Committee Members present at a duly constituted meeting shall be required to carry a motion, proposal and/or resolution.
- 8.4 Regular Meetings – The Committee shall meet four (4) times each year per an annual schedule approved by the Committee at the last meeting of the previous year. All regular meeting agendas shall be posted in a location accessible to the public at least 72 hours before the time of the meeting and must describe the business to be transacted.
- 8.5 Special Meetings – A special meeting may be called at any time by the Chair or by a majority of the members of the Committee, by delivering personally, by mail, or by email written notice to each member and by circulating the agenda as required by law, and by posting the agenda in a location freely accessible to the public at least 24 hours before the meeting. The special meeting notice must specify both the time and the place of the meeting and the business to be transacted.

9.0 BYLAWS

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

COMMUNITY SERVICES COMMISSION RESOLUTION NO. 18-07

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

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

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

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

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

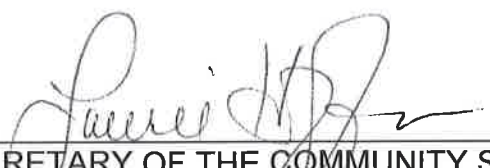
SECTION 1. That the above recitals are true and correct and are incorporated herein.

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

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

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

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



SECRETARY OF THE COMMUNITY SERVICES
COMMISSION FOR THE CITY OF IRVINE



CHAIR OF THE COMMUNITY SERVICES
COMMISSION FOR THE CITY OF IRVINE

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

2022 Meeting Schedule

DATE	DAY	TIME	LOCATION
February 23	Wed	5:30 p.m.	Civic Center, CTC
May 25	Wed	5:30 p.m.	Los Olivos MPR
August 24	Wed	5:30 p.m.	Civic Center, CTC
November 30	Wed	5:30 p.m.	Quail Hill MPR

APPROVED ON 8/25/2021

ATTACHMENT 4


ITEM 4.3
IRVINE CHILD CARE COMMITTEE ANNUAL
GOALS AND WORK PLAN



REQUEST FOR IRVINE CHILD CARE COMMITTEE ACTION

MEETING DATE: JANUARY 11, 2022

TITLE: IRVINE CHILD CARE COMMITTEE ANNUAL GOALS


[Pam Baird \(Jan 6, 2022 12:53 PST\)](#)

Director of Community Services

RECOMMENDED ACTION

Review and approve the proposed Irvine Child Care Committee Annual Goals and Work Plan.

EXECUTIVE SUMMARY

The proposed Irvine Child Care Committee (Committee) Goals and Work Plan (Attachment 1) defines the committee's annual goals and establishes a framework to measure accomplishments. The Committee is accountable to report on the progress of its goals annually to the Community Services Commission.

COMMITTEE RECOMMENDATION

None applicable.

ANALYSIS

The purpose of the Committee is to serve as a public advisory body of the City of Irvine, reporting to the Community Services Commission. The mission of the Committee is to develop recommendations related to the availability of affordable quality child care and early education in the community. Per the bylaws (Attachment 2), the Committee reports annually to the Community Services Commission on its goals and accomplishments.

At its October 12, 2021 Committee meeting, Committee members were selected to participate in a goals planning subcommittee. Members Agran, Bodhinyake, Clatterbuck, Hamid, and Mai met twice and discussions resulted in the development of a work plan for the annual goals. The work plan is being brought back to the Committee for final input and approval. Once approved, the Committee work plan will be implemented.

ALTERNATIVES CONSIDERED

The Committee may recommend additional goals and strategies not included in the Irvine Child Care Committee Annual Goals and Work Plan.

FINANCIAL IMPACT

There are no new financial impacts.

REPORT PREPARED BY Traci Stubbler, Community Services Supervisor

ATTACHMENTS

1. Irvine Child Care Committee Goals and Work Plan
2. Irvine Child Care Committee Bylaws

Irvine Child Care Committee Annual Goals and Work Plan January 2022-July 2023

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

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

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

Vision - Recognizing the importance of healthy early childhood development for a thriving community, the Irvine Child Care Committee will support Irvine families, providers and community organizations to facilitate early learning and care environments within the City of Irvine that are safe, enriching, developmentally appropriate, affordable, culturally competent and inclusive, being mindful of changing needs in our diverse community.

Irvine Child Care Committee Annual Goals and Work Plan			
Goal Area #1: Needs of the Community Pertaining to Child Care			
Strategy	By June 2022	By December 2022	By June 2023
1. Update the ICCC Bylaws To include: representation from Tustin Unified School District, edits to Purpose, Mission and Duties and administrative/functional edits	<ul style="list-style-type: none"> ▪ Draft revised ICCC Bylaws, present to full Committee ▪ Once approved, present to Community Services Commission ▪ Revise if/as requested 		
2. Assess current child care needs of Irvine families given the pandemic disruption	<ul style="list-style-type: none"> ▪ Learn about Community Services programming survey to assess if data collected can be used to provide this information ▪ If not, develop survey that could be distributed through various channels to gather data 		

Goal Area #2: Enhance Provision of Child Care and Early Education Services (Preserve existing programs/support new in opening)

Strategy	By June 2022	By December 2022	By June 2023
<p>1. Survey providers to determine existing needs</p>	<ul style="list-style-type: none"> ▪ Draft survey utilizing previous provider surveys and surveys that have been utilized throughout the pandemic as resources ▪ Disseminate survey to Irvine providers ▪ Gather and summarize data to share with ICCC 	<ul style="list-style-type: none"> ▪ Utilize survey results to develop goals to best meet the needs of providers (could include hosting job fair for local providers). 	
<p>2. Disseminate information, as it becomes available, regarding expansion of Transitional Kindergarten to all providers</p>	<p><i>Ongoing throughout this period</i></p>		
<p>3. Host “Starting a Family Child Care Business” workshop</p>	<ul style="list-style-type: none"> ▪ Hold – existing family providers struggling to fill enrollment 	<ul style="list-style-type: none"> ▪ Reach out to Children’s Home Society to inquire if the agency will present at a City of Irvine facility 	<ul style="list-style-type: none"> ▪ Host a “Starting a Family Child Care Business” workshop

Goal Area #3: Child Care Quality Enhancement

Strategy	By June 2022	By December 2022	By June 2023
<p>1. Utilize providers survey results to develop professional development events or identify opportunities available throughout the County to share with Irvine providers</p>	<ul style="list-style-type: none"> ▪ Hold until data from provider survey is gathered and summarized 	<ul style="list-style-type: none"> ▪ Identify topics needed and preferred scheduling and delivery format for early childhood educators ▪ Identify opportunities available throughout the County and share that information with providers ▪ Develop professional development events to fill any existing gaps which may include: reinstating a Super Saturday style event or providing smaller/shorter training events at different times, training for school age providers on preschool developmentally appropriate practice (TK expansion), or partnering with community organizations and school districts serving IUSD residents to provide workshops and resources that would benefit providers. 	<ul style="list-style-type: none"> ▪ Continue to implement
<p>2. Present updated Irvine specific Early Development Index Data</p>	<ul style="list-style-type: none"> ▪ It is anticipated that data will become available fall 2022 	<ul style="list-style-type: none"> ▪ Present to Irvine Child Care Committee ▪ Present to Irvine early care and education providers ▪ Utilize this new data, in conjunction with provider survey data, to identify available or develop new professional development opportunities for providers 	<ul style="list-style-type: none"> ▪

Goal Area #4: Outreach to Community to Share Information/Resources Available on the City of Irvine Website			
Strategy	By June 2022	By December 2022	By June 2023
1. Utilize a variety of strategies and communication avenues to outreach to community to share information/resources including: child care availability, how to select quality care, financial assistance for child care, Child Resource Center lending library and mental and behavioral health resources for parents and caregivers	<p><i>Ongoing throughout this period: Continuously brainstorm new strategies to outreach the community, including non-native English speaking community members, track outreach conducted</i></p> <ul style="list-style-type: none"> ▪ <i>Strategies: Inside Irvine, Irvine Standard, "This month in Irvine" emails, social media, Orange County Public Libraries, Student Centers (IVC/UCI/Concordia), outreach to local non-profits serving at-risk families, pediatrician offices, language learning programs through the City, outreach to employers, City of Irvine Chamber of Commerce, IUSD and TUSD, Committee members share with their agencies/social circles.</i> 		

Goal Area #5: Strategic Plan for Children, Youth and Families			
Strategy	By June 2022	By December 2022	By June 2023
1. Provide support, feedback and guidance to the Irvine Children Youth and Families Advisory Committee as requested related to the development of a new Strategic Plan for Children, Youth and Families	<p><i>Ongoing throughout this period</i></p>		



IRVINE CHILD CARE COMMITTEE BYLAWS

Community Services Resolution Number: 18-04

Community Services Commission Approved: 06/06/2018


Director of Community Services

1.0 NAME

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

2.0 LOCATION

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

3.0 PURPOSE, MISSION, AND DUTIES

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

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

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

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

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

ATTACHMENT 2

4.0 GENERAL STATEMENT OF POLICY

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

5.0 MEMBERSHIP

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

5.1 Appointee Members

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

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

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

5.2.1 Community Members - Two (2)

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

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

5.3 Resignation, Vacancies, and Removal

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

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

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

6.0 VOTING

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

6.2 Proxy Votes - No proxy votes are permitted.

7.0 OFFICERS

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

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

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

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

8.0 MEETINGS

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

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

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

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

9.0 BYLAWS

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

COMMUNITY SERVICES COMMISSION RESOLUTION NO. 18-04

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

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

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

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

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

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

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

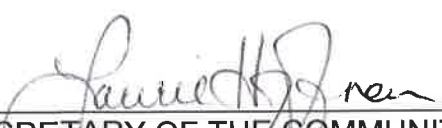
SECTION 3. The Secretary to the Community Services Commission shall certify to the passage of this Resolution and enter it into the book of original Resolutions.

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

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



CHAIR OF THE COMMUNITY SERVICES COMMISSION FOR THE CITY OF IRVINE



SECRETARY OF THE COMMUNITY SERVICES COMMISSION FOR THE CITY OF IRVINE