

Cyril Yu President

Alan Battenfield Vice President

Stephanie Bynon Clerk

Board Members: Tammy Kim Ryan Painter

AGENDA

IRVINE CHILD CARE PROJECT REGULAR MEETING

May 8, 2023 8:30 AM

Irvine City Hall, L102 1 Civic Center Plaza Irvine, CA 92604

PARTICIPATION AT IRVINE CHILD CARE PROJECT BOARD MEETINGS

MEETINGS ARE AVAILABLE TO ATTEND IN-PERSON OR WATCHED LIVE THROUGH THE "ZOOM" APPLICATION. INFORMATION FOR ZOOM CAN BE FOUND ONLINE AT <u>CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT BOARD-INFORMATION.</u> YOU MAY SUBMIT COMMENTS ON ANY AGENDA ITEM OR ON ANY ITEM NOT ON THE AGENDA, IN WRITING VIA MAIL TO "ATTN: TRACI STUBBLER, 1 CIVIC CENTER PLAZA, IRVINE, CA 92606, OR BY EMAIL TO <u>ICCP@CITYOFIRVINE.ORG</u>. YOU MAY ALSO PROVIDE LIVE COMMENTS VIA "ZOOM." FOR MORE INFORMATION, VISIT <u>CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-</u> INFORMATION.

REQUEST TO SPEAK IN PERSON: IF YOU WOULD LIKE TO ADDRESS THE IRVINE CHILD CARE PROJECT ON A SCHEDULED AGENDA ITEM, OR NON-AGENDA ITEM PLEASE FILL OUT A REQUEST TO SPEAK FORM AVAILABLE AT THE ENTRANCE TO THE MEETING ROOM AND SUBMIT TO THE RECORDING SECRETARY. WE RESPECTFULLY ASK THAT YOU IDENTIFY ON THE FORM YOUR NAME AND THE ITEM(S) ON WHICH YOU WOULD LIKE TO SPEAK. THE <u>REQUEST TO SPEAK FORM</u> ASSISTS THE CHAIR IN ENSURING THAT ALL PERSONS WISHING TO ADDRESS THE IRVINE CHILD CARE PROJECT ARE RECOGNIZED. IT ALSO ENSURES THE ACCURATE IDENTIFICATION OF MEETING PARTICIPANTS IN THE IRVINE CHILD CARE PROJECT MINUTES. YOUR NAME WILL BE CALLED AT THE TIME PUBLIC COMMENTS ARE HEARD BY THE IRVINE CHILD CARE PROJECT. CITY POLICY IS TO LIMIT PUBLIC TESTIMONY TO UP TO THREE MINUTES PER SPEAKER DEPENDING ON RELEVANT CIRCUMSTANCES, 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 PROJECT 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 IRVINE CHILD CARE PROJECT AT 949-724-6632, OR VIA EMAIL AT <u>ICCP@CITYOFIRVINE.ORG</u>. 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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS - NON-AGENDIZED ITEMS

Public comments on non-agendized items will be heard no sooner than 8:30 a.m. Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda. If 20 or fewer requests to provide public comments are submitted, each speaker shall be limited to three minutes. If between 21 and 30 speakers submit public comments, each speaker shall be limited to two minutes. If more than 30 speakers submit public comments, each speaker shall be limited to two minutes. If more than 30 speakers submit public comments, each speaker shall be limited to 90 seconds. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit on the time for all public speakers may be imposed, at the discretion of the President or by a majority vote of the Board.

1. REPORTS

1.1 FINANCIAL REPORT

1.2 ADMINISTRATOR'S REPORT

BOARD ANNOUNCEMENTS/COMMITTEE REPORTS/COMMITTEE UPDATES

Board Announcements and Reports 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 three minutes per member of the Irvine Child Care Project. In addition, the President shall receive any necessary additional time to deliver announcements of community events and opportunities.

ADDITIONS AND DELETIONS TO THE AGENDA

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

2. CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine and enacted by one roll call vote. There will be no discussion on these items unless members of the Irvine Child Care Project Board request specific items to be removed from the Consent Calendar for separate discussion.

Any member of the public may address the Board on items on the Consent Calendar. Public Comments on Consent Calendar items will be heard at the time the Consent Calendar is considered, but no sooner than 8:30 a.m. If 10 or fewer requests to speak on agendized items are submitted, each speaker shall be limited to three minutes per item. If between 11 and 15 speakers submit requests to speak, each speaker shall be limited to two minutes per item. If 16 or more requests to speak are submitted, each speaker shall be limited to 90 seconds. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit on the time for all public speakers may be imposed, at the discretion of the President or by a majority vote of the Board.

2.1 MINUTES

RECOMMENDED ACTION:

Approve the minutes of the Irvine Child Care Project Board's regular meeting held on March 13, 2023.

2.2 WARRANT REQUEST – CATALYST FAMILY INC.

RECOMMENDED ACTION:

Approve payment of \$74,179.91 to Catalyst Family Inc. for child care development services for March 1-31, 2023.

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

RECOMMENDED ACTION:

Approve payments for warrants totaling the amount of \$13,559.25 (ICF) for child care services for March 1-31, 2023 funded by ICF scholarships.

- \$ 2,613.75 to Catalyst Family Inc. (ICF)
- \$ 0.00 to Creekers Club
- \$ 0.00 to Dolphin Club
- \$ 575.00 to Kids Stuff (ICF)
- \$ 10,370.50 to Rainbow Rising (ICF)

2.4 WARRANT REQUEST – IRVINE CHILDREN'S FUND CORONAVIRUS (CV) SCHOLARSHIPS

RECOMMENDED ACTION:

Approve payments for warrants totaling the amount of \$46,844.01 for child care services for March 1-31, 2023 funded by ICF-CV scholarships.

- \$ 12,513.30 to Catalyst Family Inc.
- \$ 1,545.00 to Creekers Club
- \$ 3,000.00 to Dolphin Club
- \$ 609.75 to Kids Stuff
- \$29,175.96 to Rainbow Rising

2.5 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

RECOMMENDED ACTION:

Approve payment of \$75,483.08 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of March 2023.

- \$48,669.83 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$ 10,589.42 for Payment of Portable Purchase

- \$ 8,407.50 for Utilities
- \$ 7,141.33 for Facilities & Financial Support

2.6 WARRANT REQUEST – CITY OF IRVINE

RECOMMENDED ACTION:

Approve payment of \$46,970.84 to the City of Irvine for Program and Grant Administration for the month of March 2023.

- \$ 37,487.22 for Program Administration
- \$ 1,483.62 for Grant Administration
- \$ 8,000.00 for Contract Services

2.7 WARRANT REQUEST – ICCP PAYMENTS ISSUED APRIL 2023

RECOMMENDED ACTION:

Receive and file attached record of payments issued April 2023 totaling \$354,689.66 for service month February 2023.

2.8 DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

RECOMMENDED ACTION:

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

• \$40,615.00 01-500-712-00-8689

2.9 DEPOSIT OF CDBG-CV SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

RECOMMENDED ACTION:

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

\$ 120,869.51
01-500-712-00-8290

2.10 DEPOSIT OF STATE GRANT APPORTIONMENT

RECOMMENDED ACTION:

Authorize the deposit of grant funds from the California Department of Social Services into the appropriate account as follows:

•	\$10,535.00	01-005-50100-8290
•	\$11,790.00	01-005-50100-8590

2.11 DEPOSIT OF STIPENDS FOR CHILD CARE CONTRACTORS ISSUED PURSUANT TO ASSEMBLY BILL (AB) 185

RECOMMENDED ACTION:

Authorize the deposit of grant funds from the California Department of Social Services into the appropriate account as follows:

• \$137,976.00 01-005-50100-8590

2.12 IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

RECOMMENDED ACTION:

Review and accept attached invoices in the total amount of \$1,747.74 paid by IUSD on behalf of ICCP.

2.13 RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT USE OF PERMANENT CHILD CARE BUILDINGS AT BEACON PARK K-8 SCHOOL CAMPUS

RECOMMENDED ACTION:

Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2023 through June 30, 2024.

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

RECOMMENDED ACTION:

Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2023 through June 30, 2024.

2.15 RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT USE OF PERMANENT CHILD CARE BUILDINGS AT SOLIS PARK K-8 SCHOOL CAMPUS

RECOMMENDED ACTION:

Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Solis Park K-8 school campus for the time period July 1, 2023 through June 30, 2024.

3. BOARD BUSINESS

Public comments on Board items will be heard at the time the matters are considered. If 10 or fewer requests to speak are submitted, each speaker shall be limited to three minutes per item. If between 11 and 15 speakers submit requests to speak, each speaker shall be limited to two minutes per item. If 16 or more requests to speak are submitted, each speaker shall be limited to 90 seconds per item. The time limit per speaker shall be established based on the number of requests to speak submitted to the Recording Secretary before the first speaker is called. Requests to speak submitted after the first speaker is called shall receive 90 seconds. These time limits may be shortened or extended, or a cumulative limit on the time for all public speakers may be imposed, at the discretion of the President or by a majority vote of the Board.

3.1 FUNDING A NEW FULL TIME POSITION TO SUPPORT IRVINE CHILD CARE PROJECT FOR FISCAL YEAR 2024-25 AND BEYOND

RECOMMENDED ACTION:

Approve funding a full time Program Coordinator to support ICCP program beginning FY 2024-25 and beyond.

3.2 IRVINE CHILD CARE PROJECT PROVIDER LEASE RENEWAL

RECOMMENDED ACTION:

Approve lease renewal for existing ICCP provider agencies at each site for Fiscal Year 2023-24.

3.3 IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FISCAL YEAR 2023-24 WITH MULTI-YEAR BUDGET PROJECTIONS

RECOMMENDED ACTION:

Approve the Fiscal Year 2023-24 Budget.

ADJOURNMENT

NOTICE TO THE PUBLIC

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

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the Irvine Child Care Project liaison and are available for public inspection and copying once the agenda is publicly posted (at least 7 days prior to a regular Irvine Child Care Project meeting). Staff reports can also be downloaded from the City's website at *cityofirvine.org* at least 7 days prior to the scheduled Irvine Child Care Project 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 Project liaison at (949) 724-6635.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the Irvine Child Care Project regarding any item on this agenda <u>after</u> the posting of the agenda will be available for public review in the Community Services Department, 1 Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review on the City's website and at the respective public 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 Project liaison at (949) 724-6635.

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

Written Materials/Handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Irvine Child Care Project. Please provide 10 copies of the information to be submitted and file with the Recording Secretary at the time of arrival to the meeting. This information will be disseminated to the Irvine Child Care Project at the time testimony is given.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the Irvine Child Care Project liaison at 949-724-6635.

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

COMMUNICATION AND ELECTRONIC DEVICES

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

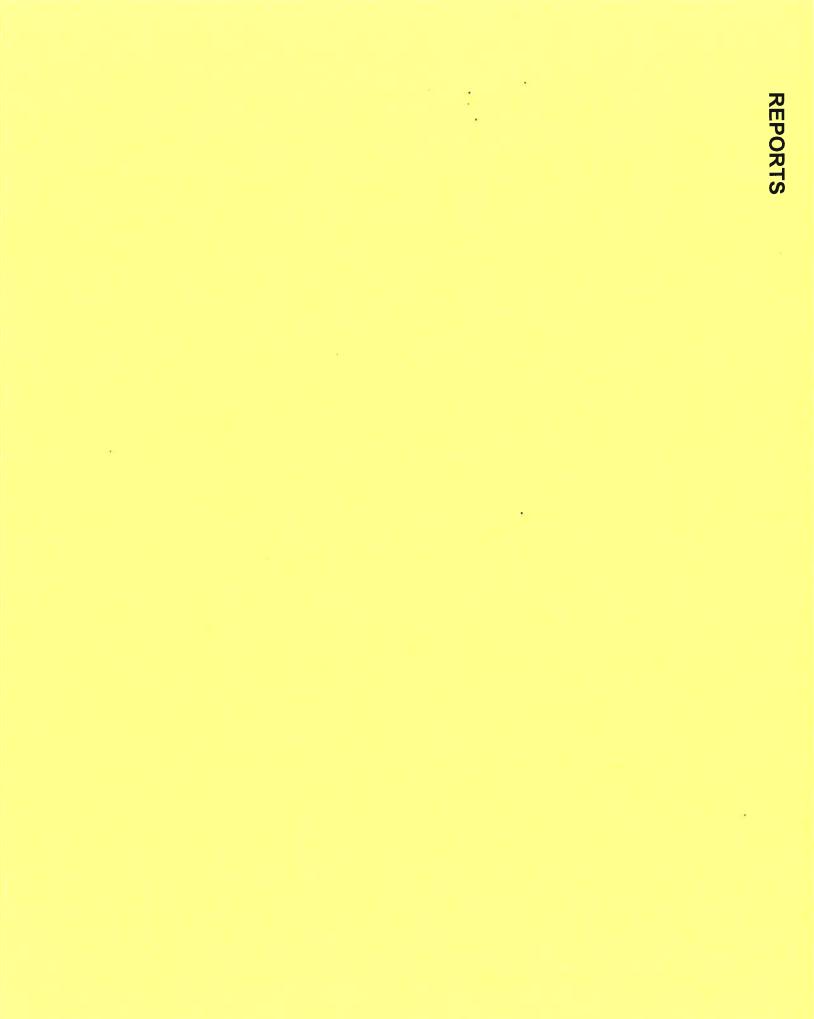
MEETING SCHEDULE

Regular meetings of the Irvine Child Care Project are held on the second Monday of select months at 8:30 a.m. Agendas are available at the following locations:

- Community Services Department
- Police Department
- Front Entrance of City Hall
- City's web page at <u>cityofirvine.org</u>.

I hereby certify that the agenda for the Irvine Child Care Project meeting was posted at the main entrance of City Hall and in the posting book located in the Public Safety Lobby of City Hall, 1 Civic Center Plaza, Irvine, California on May 1, 2023 by 5:30 p.m. as well as on the City's web page.

_, Committee Liaison



1. REPORTS ITEM 1.1 FINANCIAL REPORT

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Irvine Child Care Project (A California Joint Powers Authority) Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of March 31, 2023

Fiscal Year 2022-23 Budget

		Lo Langer		Percentage of \	ear Completed:	75%
OPERATING FUND Program Description	2022-23 Adopted Budget	Current (Adjusted) Budget	Encumbered Funds (PO's)	Actual Recvd/Spent To Date	Balance	% Used/ Rec'vd
ICCP - Regular Programs COST CENTER 005710					×	
	¢4 057 740	¢1 057 719	<u>ج</u> م	\$1 467 064	¢400 740	750
8650 Portable Fees Cnty	\$1,957,712	\$1,957,712	\$0	\$1,467,964	\$489,748	75%
8660 Interest Income Cnty	\$9,497	\$9,497 \$0	<u>\$0</u>	\$34,659 \$30,186	(\$25,162)	365%
8662 Net Changes in Investments	\$0	50 \$0	\$0	\$100	(\$30,186)	0%
8699 Other Local Revenue	\$0 \$1,967,209	\$1,967,209	\$0 \$0	\$1,532,908	(\$100) \$434,300	0% 78%
Total Revenue:	\$1,307,203	\$1,307,203	ψ	\$1,552,500	\$434,300	10/
OPERATING EXPENDITURES						
4305 Campus Safety	\$9,787	\$9,787	\$0	\$0	\$9,787	0%
4306 M & O Repairs done by IUSD	\$40,000	\$52,410	\$0	\$52,291	\$119	100%
4401 Non-Capitalized Equipment	\$0	\$767	\$0	\$767	\$0	100%
5450 Insurance	\$108,884	\$113,271	\$0	\$113,271	\$0	100%
5500 Utilities	\$100,890	\$100,890	\$0	\$67,260	\$33,630	67%
5601 Non-Cap Site/Bldg Improve /Rehab	\$40,000	\$40,000	\$0	\$0	\$40,000	0%
5810 Services/Contracts (Water testing Req)	\$0	\$28,696	\$0	\$28,665	\$31	100%
5811 Consultants	\$65,000	\$65,000	\$0	\$10,000	\$55,000	15%
5817 Scholarships	\$30,000	\$30,000	\$0	\$0	\$30,000	0%
5837 Interest Expense	\$2,200	\$2,200	\$0	\$829	\$1,371	38%
5838 Audit	\$12,000	\$13,500	\$0	\$13,500	\$0	100%
5861 Facilities & Financial Support / IUSD	\$85,696	\$85,696	\$0	\$57,131	\$28,565	679
5862 Custodial Services	\$584,038	\$584,038	\$0	\$389,359	\$194,679	679
5864 Program Coordination / City	\$310,494	\$310,494	\$0	\$168,455	\$142,039	54%
Total Operating Expenditures:	\$1,388,989	\$1,436,749	\$0	\$901,528	\$535,221	639
Total Excess (Deficiency):	\$578,220	\$530,460	\$0	\$631,381		
CAPITAL EXPENDITURES						
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$15,893	\$0	\$109,107	0%
6230 Portables (Replacement/New)	\$0	\$0	\$0	\$0	\$0	0%
5862 Custodial Vehicles	\$35,000	\$35,000	\$0	\$0	\$35,000	09
7439 Debt Service	\$135,173	\$135,173	\$0	\$90,115	\$45,058	679
Total Capital Expenditures:	\$295,173	\$295,173	\$15,893	\$90,115	\$189,165	365
Net Increase (Decrease):	\$283,047	\$235,287		\$541,265		
Beginning Balance, July 1	\$1,610,426	\$1,610,426		\$1,610,426		
Ending Balance, June 30	\$1,893,473	\$1,845,713		\$2,151,691		
Components of Ending Balance:						
Capital Facilities (Modular Replacement) Reserve	\$1,842,948	\$1,793,755		\$2,121,942		
3% Operation Reserve	\$50,525	\$51,958		\$29,749		

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of March 31, 2023

Fiscal Year 2022-23 Budget

	2022-23	Current	Encumbered	Actual		%
GRANT PROGRAM FUNDS Program Description	Adopted Budget	(Adjusted) Budget	Funds (PO's)	Recvd/Spent To Date	Balance	Used/ Rec'vd
STATE GRANT/CDD						
COST CENTER 005501						
REVENUE						
8290 Child Development Apportionments	\$374,281	\$431,961	\$0	\$369,497	\$62,464	86%
8590 Other State Revenue	\$695,095	\$431,961	\$0	\$665,495	(\$233,534)	154%
Total Revenue:	\$1,069,376	\$863,921	\$0	\$1,034,992	(\$171,071)	120%
EXPENDITURES						
5810 Serv /Contracts	\$1,069,376	\$863,921	\$0	\$701,574	\$162,347	81%
Total Expenditures:	\$1,069,376	\$863,921	\$0	\$701,574	\$162,347	81%
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$333,418		
COST CENTER 005712						
8689 All Other Fees & Contracts/ICF	\$20.000	\$86.451	\$0	\$6,651	\$79,800	8%
8290 Other Revenue/CDBG	\$773,000	\$418,938	\$0	\$214,799	\$204,140	51%
Total Revenue:	\$793,000	\$505,390	\$0	\$221,450	\$283,940	44%
EXPENDITURES						
5817 Scholarships	\$793,000	\$505,390	\$0	\$326,671	\$178,719	65%
Total Expenditures:	\$793,000	\$505,390	\$0	\$326,671	\$178,719	65%
Fund Balance (U):	\$0	\$0	\$0	(\$105,221)		
GRANT PROGRAM FUND SUMMARY						
REVENUE	\$1,862,376	\$1,369,311	\$0	\$1,256,442	\$112,869	92%
EXPENDITURES	\$1,862,376	\$1,369,311	\$0	\$1,028,245	\$341,066	75%
Total Excess (Deficiency):	\$0	\$0	\$0	\$228,197		
Beginning Balance, July 1	\$0	\$0	\$0	\$0		
Ending Balance, June 30	\$0	\$0	\$0	\$228,197		
TOTAL ICCP FUND BALANCE:	\$1,893,472	\$1,845,713	\$0	\$2,379,888		

(Operating Fund + Grant Program Funds)

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ITEM 1.2 ADMINISTRATOR'S REPORT

Irvine Child Care Project Administrator's Report May 8, 2023

Scholarships/Financial Assistance:

- Irvine Child Care Project (ICCP) Scholarships funded by the Irvine Children's Fund:
 - ICCP Coronavirus Scholarship
 - Since its inception 84 children have received funding for a total of 12,961 days of child care and development services.
 - o 2022-23 ICCP Scholarship
 - \$200,000 award projected to be expended.
 - o 2021-22 and 2022-23 Grant Monitoring
 - Annual monitoring was postponed during COVID, therefore monitoring for both fiscal years for both grants (CDBG and CDBG-DV) are being completed simultaneously. Staff submitted all documentation for both grants by the March 31, 2023 deadline.
 - Quarterly Progress Reports (QPRs) for the 3rd quarter were submitted for each of the two funding sources.
- Children's Home Society of California (CHS) offers subsidized child care programs to assist income eligible families with all or part of their child care expenses. CHS has received an increase of funding and is currently enrolling new families. The application is available online at *cityofirvine.org/child-care-development*.

Program Quality:

- The Quarterly Directors' Forum will be held May 4 at Quail Hill Community Center. Staff and ICCP Quality Assessment Consultant will present information on the 2023-24 ICCP Quality Assessment Process.
- The City continues to provide a list of upcoming professional development events on the online Training Calendar, and links to On-Demand Training and Resources on the City's Child Care & Development website. This includes training focused on developmentally appropriate practice for four year olds.

CONSENT CALENDAR

2. CONSENT CALENDAR ITEM 2.1 MINUTES



Alan Battenfield Vice President

Stephanie Bynon Clerk

Board Members: Tammy Kim Ryan Painter

MINUTES

IRVINE CHILD CARE PROJECT REGULAR MEETING

March 13, 2023 8:30 AM

Irvine City Hall, L102 1 Civic Center Plaza Irvine, CA 92604

CALL TO ORDER

The regular meeting of the Irvine Child Care Project Board (Board) was called to order at 8:30 a.m. on March 13, 2023, in Conference Room L102, Irvine Civic Center, 1 Civic Center Plaza, Irvine, California via Zoom: President Yu presiding.

ROLL CALL

- Present:
- BOARD MEMBER: BOARD MEMBER: CLERK VICE PRESIDENT: PRESIDENT:

Tammy Kim* Ryan Painter Stephanie Bynon Alan Battenfield Cyril Yu

*Joined the meeting at 8:34 a.m. via zoom.

PLEDGE OF ALLEGIANCE

President Yu led the Pledge of Allegiance.

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PUBLIC COMMENTS - NON-AGENDIZED ITEMS

There were no requests to speak.

1. REPORTS

1.1 FINANCIAL REPORT

John Fogarty, Irvine Unified School District (IUSD) Assistant Superintendent/CFO, provided an update on the Fiscal Year 2022-23 budget.

1.2 ADMINISTRATOR'S REPORT

Traci Stubbler, Irvine Child Care Project (ICCP) Administrator, provided an update on the following items:

- ICCP Scholarship funding
- The May Directors' Forum
- Update on the passage of Assembly Bill 185: Age eligible children will be able to enroll in/attend an ICCP program if they are enrolled in Pre-K through 6th grade with IUSD. For incoming Pre-K students, they may not attend until the first day of school (they may not attend the summer prior to Pre-K entry.)

BOARD ANNOUNCEMENTS/COMMITTEE REPORTS/COMMITTEE UPDATES

There were no Board announcements/committee reports/committee updates.

ADDITIONS AND DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

2. CONSENT CALENDAR

ACTION: Moved by Vice President Battenfield, seconded by Board Member Kim, and unanimously carried by those members present to approve Consent Calendar items 2.1 through 2.9.

2.1 MINUTES

ACTION:

Approved the minutes of the Irvine Child Care Project regular Board meeting held on February 13, 2023.

2.2 WARRANT REQUEST – CATALYST FAMILY INC.

ACTION:

Approved payment of \$61,130.89 to Catalyst Family Inc. for child care development services for January 1-31, 2023.

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

ACTION:

Approved payments for warrants totaling the amount of \$13,533.00 (ICF) for child care services for January 1-31, 2023 funded by ICF scholarships.

- \$ 2,587.50 to Catalyst Family Inc. (CDBG)
- \$ 0.00 to Creekers Club
- \$ 0.00 to Dolphin Club
- \$ 575.00 to Kids Stuff (CDBG)
- \$ 10,370.50 to Rainbow Rising (CDBG)

2.4 WARRANT REQUEST – IRVINE CHILDREN'S FUND CORONAVIRUS (CV) SCHOLARSHIPS

ACTION:

Approved payments for warrants totaling the amount of \$36,476.50 (CDBG-CV) for child care services for January 1-31, 2023 funded by ICF-CV scholarships.

- \$ 9,909.50 to Catalyst Family Inc. (CDBG-CV)
- \$ 1,545.00 to Creekers Club (CDBG-CV)
- \$ 0.00 to Dolphin Club (CDBG-CV)
- \$ 0.00 to Kids Stuff
- \$ 25,022.00 to Rainbow Rising (CDBG-CV)

2.5 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

ACTION:

Approved payment of \$75,483.08 for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of January 2023.

- \$48,669.83 for Custodial Services
- \$ 675.00 for Custodial Equip Amortization
- \$ 10,589.42 for Payment of Portable Purchase
- \$ 8,407.50 for Utilities
- \$ 7,141.33 for Facilities & Financial Support

2.6 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD) WORK ORDER CHARGEBACKS, FISCAL YEAR 2021-22, QUARTER 4

ACTION:

Approved payment of \$6,068.55 for ICCP Work Order Chargebacks for Fiscal Year 2021-2022, Quarter 4.

2.7 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD) WORK ORDER CHARGEBACKS, FISCAL YEAR 2022-23, QUARTER 1

ACTION:

Approved payment of \$7,075.00 for ICCP Work Order Chargebacks for Fiscal Year 2022-2023, Quarter 1.

2.8 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD) WORK ORDER CHARGEBACKS, FISCAL YEAR 2022-23, QUARTER 2

ACTION:

Approved payment of \$3,693.83 for ICCP Work Order Chargebacks for Fiscal Year 2022-2023, Quarter 2.

2.9 WARRANT REQUEST – CITY OF IRVINE

ACTION:

Approved payment of \$27,180.87 to the City of Irvine for Program and Grant Administration for the month of January 2023.

- \$ 25,958.23 for Program Administration
- \$ 1,222.64 for Grant Administration

3. BOARD BUSINESS

3.1 DETERMINATION OF FISCAL YEAR 2023-24 GENERAL CHILD CARE AND DEVELOPMENT GRANT ADMINISTRATIVE FEE

ICCP Administrator Stubbler presented the staff report.

ACTION:

Moved by Vice President Battenfield, seconded by Board Member Kim, and unanimously carried by those members present to approve a 2% administrative fee for the General Child Care and Development Program for inclusion in the Fiscal Year 2023-24 contract with Catalyst Family Inc.

3.2 DETERMINATION OF FISCAL YEAR 2023-24 CHILD CARE PROVIDER RENTAL RATE

IUSD Assistant Superintendent/CFO Fogarty presented the staff report.

Discussion included: there are no capital improvement projects lacking funding; ICCP's financial position remains strong.

ACTION:

Moved by Vice President Battenfield, seconded by Board Member Painter, and unanimously carried by those members present to approve the current rental rate with no change for Fiscal Year 2023-24.

3.3 IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FISCAL YEAR 2023-24 WITH MULTI-YEAR BUDGET PROJECTIONS

ACTION:

Submitted for Board Member review and discussion.

3.4 IRVINE UNIFIED SCHOOL DISTRICT EXPANDED LEARNING OPPORTUNITIES PROGRAM AGREEMENT FOR USE OF FACILITIES

IUSD Assistant Superintendent/CFO Fogarty presented the staff report.

Discussion included: clarification provided regarding methodology used to calculate the average days of operation per year.

ACTION:

Moved by Clerk Bynon, seconded by Vice President Battenfield, and unanimously carried by those members present to authorize a Board Member to sign the attached Agreement for Use of Facilities between Irvine Unified School District and ICCP for the use of the facilities by Irvine Unified School District to provide Expanded Learning Opportunities Program services for the June 2023-24 school year.

3.5 IRVINE CHILD CARE PROJECT BOARD REORGANIZATION

President Yu declared nominations open for President of the Irvine Child Care Project Board.

ACTION: Moved by Clerk Bynon, seconded by Board Member Painter, and unanimously carried by those members present to select President Yu to serve as the President of the Irvine Child Care Project Board.

President Yu declared nominations open for Vice President of the Irvine Child Care Project Board.

ACTION: Moved by Clerk Bynon, seconded by Board Member Kim, and unanimously carried by those members present to select Vice President Battenfield to serve as the Vice President of the Irvine Child Care Project Board.

President Yu declared nominations open for Clerk of the Irvine Child Care Project Board.

ACTION: Moved by Vice President Battenfield, seconded by Board Member Kim, and unanimously carried by those members present to select Clerk Bynon to serve as the Clerk of the Irvine Child Care Project Board.

ADJOURNMENT

Moved by Clerk Bynon, seconded by Board Member Kim, and unanimously carried by those members present to adjourn the meeting at 8:55 a.m.

CYRIL YU, PRESIDENT IRVINE CHILD CARE PROJECT

Date Approved:

SHANE DINEEN RECORDING SECRETARY ITEM 2.2 WARRANT REQUEST – CATALYST FAMILY INC.

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUEST – CATALYST FAMILY INC.

DESCRIPTION: Catalyst Family Inc. has submitted an invoice in the amount of **\$74,179.91** for child care development services for the month of **March 2023**. This provider served a total of 77 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of **\$74,179.91** are submitted for the Board's review and approval.

RECOMMENDATION: Approve payment of **\$74,179.91** to Catalyst Family Inc. for child care development services for March 1-31, 2023.

IRVINE CHILD CARE PROJECT

DATE: May 8, 2023

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT				
CATALYST FAMILY INC.	00550159-5810	\$74,179.91				
	TOTAL	\$74,179.91				
EXPENDITURE CLASSIFICATION SUMMARY						

00550159-5810	\$74,179.91

TOTAL \$74,179.91

ATTENDANCE SUMMARY CERTIFIED CHILDREN

STATE GRANT

March 2023 (23 days of service)

CATALYST FAMILY INC .:

Stonegate	2 46	Children served Child days of enrollment
Oak Creek	8 184	Children served Child days of enrollment
Vista Verde	0 0	Children served Child days of enrollment
Plaza Vista	28 601	Children served Child days of enrollment
Canyon View	3 68	Children served Child days of enrollment
Turtle Rock	9 202	Children served Child days of enrollment
Springbrook	6 122	Children served Child days of enrollment
Deerfield	9 195	Children served Child days of enrollment
University Park	12 276	Children served Child days of enrollment
TOTALS:	77 1,694	Children served Child days of enrollment
YEAR-TO-DATE:	735 13,832	Children served Child days of enrollment



INVOICE NUMBER 5040-MAR23

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

DATE: April 7, 2023

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

Attention: Traci Stubbler

DESCRIPTION			PRICE	AMOUNT
General child development services provi	ided in period			
March 1, 2023 through	March 31, 2023			
Fiscal Year 2022-2023 Contract Type:	CCTR-2168			
Service fees of <u>1,235.12</u> days Less Certified Parent fees	s@\$61.26	-	\$75,663.53 \$0.00	
Contract earnings to District			\$75,663.53	
Adjustment for District Indirect Cost	\$75,663.53 ÷	1.02 =	\$1,483.62	
Total Balance Due to Catalyst Fa	mily Inc.			<u>\$74,179.91</u>
Billing Summary:				
Cumulative Prior Period Amount Billed Current Period Billing Cumulative Fiscal Year Amount Billed	\$552,494.59 <u>\$74,179.91</u> \$626,674.50			
Contract Maximum Billable Available remaining balance	\$1,380,303.92 \$753,629.42			

ITEM 2.3

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

IRVINE CHILD CARE PROJECT

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

- **DESCRIPTION:** Warrant requests in the amount of **13,559.25 (ICF)** are submitted for the Board's review and approval for ICF Scholarships during the month of **March 2023**. The warrants to be issued are as follows:
 - \$2,613.75 to Catalyst Family Inc. (ICF)
 \$0.00 to Creekers Club
 \$0.00 to Dolphin Club
 \$575.00 to Kids Stuff (ICF)
 \$10,370.50 to Rainbow Rising (ICF)
 A site-by-site breakdown follows.
- **RECOMMENDATION:** Approve payments for warrants totaling the amount of **13,559.25 (ICF)** for child care services for March 1-31, 2023 funded by ICF scholarships.

ICCP/Stubbler May 8, 2023

IRVINE CHILD CARE PROJECT

DATE: May 8, 2023

3

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
CATALYST FAMILY INC.	00571259-5817	\$2,613.75
CREEKERS CLUB	00571259-5817	\$0.00
DOLPHIN CLUB	00571259-5817	\$0.00
KIDS STUFF	00571259-5817	\$575.00
RAINBOW RISING	00571259-5817	\$10,370.50

TOTAL

13,559.25

ATTENDANCE SUMMARY IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM March 2023

Alderwood	2	children served
Beacon Park	2	children served
Bonita Canyon	1	children served
Brywood	2	children served
Cadence Park	1	children served
Canyon View	0	children served
College Park	0	children served
Culverdale	4	children served
Cypress Village	1	children served
Deerfield	0	children served
Eastshore	0	children served
Eastwood	1	children served
Greentree	0	children served
Loma Ridge	0	children served

	_	
Meadow Park	2	children served
Northwood	2	children served
Oak Creek	0	children served
Plaza Vista	0	children served
Portola Springs	1	children served
Santiago Hills	0	children served
Springbrook	0	children served
Stone Creek	0	children served
Stonegate	0	children served
Turtle Rock	0	children served
University Park	1	children served
Vista Verde	1	children served
Westpark	3	children served
Woodbury	1	children served

March 2023:

Number of Children Served: 25 Number of Child Days of Enrollment: 488 Number of Sites Served: 15 Funds Awarded: \$13,559.25 Number of Children Added to Program This Month: 0 Number of Children Removed From Program This Month: 0 Number of Children On Waiting List: 0

Year-to-Date:

Number of Children Served: 25 Number of Child Days of Enrollment: 3415 Number of Sites Served: 15 Funds Awarded: \$111,266.45

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

March 2023

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

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Total Amount due to Catalyst Family Inc.:	\$2,613.75	(ICF)
Woodbury	\$768.75	(ICF)
Vista Verde	\$990.00	(ICF)
University Park	\$855.00	(ICF)

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

23

March 2023

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

Long Term scholarships awarded to the students in the **Kids Stuff.** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Brywood	\$575.00	(ICF)
Total Amount due to Kids Stuff:	\$575.00	(ICF)

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

March 2023

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

Long Term scholarships awarded to the students in the **Rainbow Rising** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

140

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Alderwood	\$756.00	(ICF)
Beacon Park	\$1,150.50	(ICF)
Bonita Canyon	\$273.00	(ICF)
Cadence Park	\$683.00	(ICF)
Culverdale	\$2,883.50	(ICF)
Cypress Village	\$382.00	(ICF)
Eastwood	\$638.25	(ICF)
Meadow Park	\$827.25	(ICF)
Northwood	\$814.00	(ICF)
Portola Springs	\$512.25	(ICF)
Westpark	\$1,450.75	(ICF)
Total Amount due to Rainbow Rising:	\$10,370.50	(ICF)

ITEM 2.4

WARRANT REQUESTS – IRVINE CHILDREN'S FUND (ICF) CORONAVIRUS (CV) SCHOLARSHIPS

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUESTS – IRVINE CHILDREN'S FUND CORONAVIRUS (CV) SCHOLARSHIPS

- **DESCRIPTION:** Warrant requests in the amount of **\$46,844.01** are submitted for the Board's review and approval for ICF-CV Scholarships during the month of **March 2023**. The warrants to be issued are as follows:
 - \$12,513.30 to Catalyst Family Inc.
 \$1,545.00 to Creekers Club
 \$3,000.00 to Dolphin Club
 \$609.75 to Kids Stuff
 \$29,175.96 to Rainbow Rising

A site-by-site breakdown follows.

RECOMMENDATION: Approve payments for warrants totaling the amount of **\$46,844.01** for child care services for March 1-31, 2023 funded by ICF-CV scholarships.

IRVINE CHILD CARE PROJECT

IRVINE CHILDREN'S FUND CORONAVIRUS SCHOLARSHIP PROGRAM

DATE: May 8, 2023

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
CATALYST FAMILY INC.	00571259-5817	\$12,513.30
CREEKERS CLUB	00571259-5817	\$1,545.00
DOLPHIN CLUB	00571259-5817	\$3,000.00
KIDS STUFF	00571259-5817	\$609.75
RAINBOW RISING	00571259-5817	\$29,175.96

TOTAL

\$46,844.01

ATTENDANCE SUMMARY IRVINE CHILDREN'S FUND CORONAVIRUS SCHOLARSHIP PROGRAM March 2023

Alderwood	1	children served
Beacon Park	1	children served
Bonita Canyon	1	children served
Brywood	0	children served
Cadence Park	3	children served
Canyon View	0	children served
College Park	0	children served
Culverdale	6	children served
Cypress Village	4	children served
Deerfield	1	children served
Eastshore	5	children served
Eastwood	3	children served
Greentree	3	children served
Loma Ridge	0	children served

6	children served
4	children served
0	children served
4	children served
3	children served
1	children served
2	children served
3	children served
0	children served
0	children served
1	children served
0	children served
3	children served
5	children served
	4 0 4 3 1 2 3 0 0 0 1 0 3

March 2023:

Number of Children Served: 60 Number of Child Days of Enrollment: 1091 Number of Sites Served: 20 Funds Awarded: \$46,844.01 Number of Children Added to Program This Month: 12 Number of Children Removed From Program This Month: 1 Number of Children On Waiting List: 0

To-Date:

Number of Children Served: 84 Number of Child Days of Enrollment: 12,961 Number of Sites Served: 22 Funds Awarded: \$520,825.73

March 2023

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

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Deerfield	\$945.00	(CGBG-CV)
Plaza Vista	\$3,600.00	(CDBG-CV)
Springbrook	\$1,293.80	(CDBG-CV)
University Park	\$1,250.00	(CDBG-CV)
Woodbury	\$5,424.50	(CDBG-CV)
Total Amount due to Catalyst Family Inc.:	\$12,513.30	(CDBG-CV)

March 2023

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

Long Term scholarships awarded to the students in the **Creeker's Club.** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Stone Creek	\$1,545.00	(CDBG-CV)
Total Amount due to Creeker's Club:	\$1,545.00	(CDBG-CV)

March 2023

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

Long Term scholarships awarded to the students in the **Dolphin Club.** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Total Amount due to Dolphin Club:	\$3,000.00	(CDBG-CV)
Eastshore	\$3,000.00	(CDBG-CV)

March 2023

12

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

Long Term scholarships awarded to the students in the **Kids Stuff.** program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Santiago Hills	\$609.75	(CDBG-CV)
Total Amount due to Kids Stuff:	\$609.75	(CDBG-CV)

March 2023

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

Long Term scholarships awarded to the students in the Rainbow Rising program operating at the following schools in Irvine, for **March 2023**, reimbursement amounts of:

Alderwood	\$956.00	(CDBG-CV)
Beacon Park	\$546.00	(CDBG-CV)
Bonita Canyon	\$546.00	(CDBG-CV)
Cadence Park	\$2,815.00	(CDBG-CV)
Culverdale	\$4,002.96	(CDBG-CV)
Cypress Village	\$2,861.00	(CDBG-CV)
Eastwood	\$2,710.00	(CDBG-CV)
Greentree	\$2,382.00	(CDBG-CV)
Meadow Park	\$4,349.00	(CDBG-CV)
Northwood	\$2,732.00	(CDBG-CV)
Portola Springs	\$2,605.00	(CDBG-CV)
Westpark	\$2,671.00	(CDBG-CV)
Total Amount due to Rainbow Rising:	\$29,175.96	(CDBG-CV)

ITEM 2.5

WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

DESCRIPTION: IUSD has submitted an invoice for the Board's review and approval in the amount of **\$75,483.08** for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of March 2023.

The specific breakdown is as follows:

\$48,669.83	for	Custodial Services
\$675.00	for	Custodial Equip Amortization
\$10,589.42	for	Payment of Portable Purchase
\$8,407.50	for	Utilities
\$7,141.33	for	Facilities & Financial Support

RECOMMENDATION: Approve payment of **\$75,483.08** for payment for sale of IUSD-owned portables to ICCP, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of March 2023.

IRVINE CHILD CARE PROJECT

DATE: May 8, 2023

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
IUSD	00571059-5862	\$48,669.83
IUSD	00571081-7439	\$675.00
IUSD	00571081-7439	\$10,589.42
IUSD	00571081-5500	\$8,407.50
IUSD	00571059-5861	\$7,141.33

TOTAL

\$75,483.08

EXPENDITURE CLASSIFICATION SUMMARY

\$48,669.83
\$675.00
\$10,589.42
\$8,407.50
\$7,141.33

14

\$75,483.08

TOTAL

ITEM 2.6

WARRANT REQUEST – CITY OF IRVINE

IRVINE CHILD CARE PROJECT

TOPIC: WARRANT REQUEST – CITY OF IRVINE

DESCRIPTION: The City of Irvine has submitted an invoice for the Board's review and approval in the amount of **\$46,970.84** for Contract Services and Program and Grant Administration for the month of March 2023.

The specific breakdown is as follows:

\$37,487.22 for Program Administration\$1,483.62 for Grant Administration\$8,000.00 for Contract Services

RECOMMENDATION:

I: Approve payment of **\$46,970.84** to the City of Irvine for Contract Services and Program and Grant Administration for the month of March 2023.

IRVINE CHILD CARE PROJECT

DATE: May 8, 2023

VENDOR	EXPENDITURE CLASSIFICATION	AMOUNT
IUSD	005710-59-5864	\$37,487.22
IUSD	005501-59-5810	\$1,483.62
IUSD	005710-59-5811	\$8,000.00
IUSD	005710-59-4305	

TOTAL \$46,970.84

EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$37,487.22
005501-59-5810	\$1,483.62
005710-59-5811	\$8,000.00
005710-59-4305	

TOTAL \$46,970.84



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

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

CUSTOMER NO. C4604

INVOICE NO. 216360

INVOICE DATE 04/13/2023

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

Past due accounts may be referred to a collection agency.

Original Amount

\$46,970.84

MARCH 2023 STAFFING: ADMINISTRATION = \$37,287.22 STAFFING: GRANT ADMINISTRATION = \$1,483.62 SUPPLIES = \$0 DUPLICATING = \$200.00 CONTRACT SERVICES PAID ON CARD = \$0 CONTRACT SERVICES = \$8,000.00 LOCAL TRAVEL = \$0

TOTAL \$46,970.84

Total Due:

\$46,970.84

PAYMENT OPTIONS:



ELECTRONIC

Bank of America, 275 S. Valencia Ave, Brea CA 92823. City of Irvine General Account Bank Account #: 14330-00006 ACH Routing: 121000358 Wire Transfers: 026009593 ** Please include invoice and customer numbers in payment details section



CREDIT/DEBIT CARDS

Please pay online at: https://arpayments.cityofirvine.org

CHECKS

Please mail to: Finance Department, City of Irvine, PO Box 19575, Irvine 92623-9575 ** Please include payment slip with check

PAYMENT SLIP

CUSTOMER #:	C4604
INVOICE #:	216360
INVOICE DATE:	04/13/2023
TOTAL AMOUNT DUE:	\$46,970.84

TOTAL PAYMENT:

Vendor Information:

YMCA of Orange County 20576 300 SOUTH C STREET **TUSTIN, CA 92780**

City of Irvine

INVOICE #COI S9428 A DATE: MARCH 6, 2023

Remit Payment To:

YMCA of Orange County

13821 Newport Ave., Ste. 200 Tustin, CA 92780 (714) 549-9622

SPECIAL INSTRUCTIONS:

Quality Assessments Month of February.

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
YMCA of OC	S9428	City of Irvine			Due on receipt

DATE OF SERVICE	DESCRIPTION	UNIT PRICE	TOTAL
February 6 th , 2023	Eastwood RR- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 7th, 2023	Stonegate CK- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 8 th , 2023	Westpark RR- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 21 st , 2023	Alderwood RR- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 22 nd , 2023	Oak Creek CK- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 23 rd , 2023	Cadence Park RR- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 28 th , 2023	Eastshore DC- Christine Cruse: Site visit, Exit Interview and Provider Letter	1	1,000
February 28 th , 2023	Greentree RR- Staci Costello and Jaime Alls: Site visit, Exit Interview and Provider Letter	1	1,000
		SUBTOTAL	8,000
		SALES TAX	0
	SHIPPIN	IG & HANDLING	0

TOTAL DUE

\$8,000

Fiscal Y	Year:2023	SECTION - S	ERVICE - ACTIV	F IRVINE /ITY APPROPR 3/31/2023			% of Year Rem	aining: 25.20
Object	Description	Adopted Budget	Adjusted Budget	Current Month	Current Fiscal Year	Encumbrance	Balance	Percentage Remaining
Fund: 001 GENERAL FUND Section: 327 CHILD, YOUTH Service: 342 FAMILY SE Activity: 3082 ICCP		YOUTH & FAMIL MILY SERVICES			GL Org	g Key: 013273428	2 Fam S	vc-ICCP Spt
4010	Regular Salaries	183,574.62	198,560.62	23,982.80	151,682.28	0.00	46,878.34	23.6
4015	Vacation Buyback	1,042.54	1,042.54	0.00	0.00	0.00	1,042.54	100.0
4016	Sickleav Buyback	413.61	413.61	0.00	0.00	0.00	413.61	100.0
4018	Separation Liab	5,460.15	5,460.15	432.42	2,679.29	0.00	2,780.86	50.9
4020	Part Time Salary	0.00	0.00	0.00	0.00	0.00	0.00	0.0
4024	EE Incentives	0.00	0.00	0.00	0.00	0.00	0.00	0.0
4026	Accrued Salaries	0.00	0.00	0.00	-2,927.32	0.00	2,927.32	0.0
4027	Accrued Benefits	0.00	0.00	0.00	-1,477.92	0.00	1,477.92	0.0
4029	Holiday Overtime	206.56	206.56	0.00	0.00	0.00	206.56	100.0
4035	Productivty Comp	0.00	0.00	0.00	2,562.30	0.00	-2,562.30	OVE
4036	Vac Over Cap	3,910.14	3,910.14	525.90	1,657.04	0.00	2,253.10	57.6
4040	Health Insurance	48,886.56	48,886.56	3,788.85	22,165.51	0.00	26,721.05	54.6
4041	Life Insurance	145.73	145.73	14.38	121.14	0.00	24.59	16.8
4042	Disability Insur	524.64	524.64	84.90	530.54	0.00	-5.90	OVE
4043	Vision Care Ins	220.20	220.20	25.89	155.12	0.00	65.08	29.
4045	Medicare	2,827.36	2,827.36	347.55	2,258.04	0.00	569.32	20.3
4045 4050	Retirement	43,545.07	43,545.07	5,077.06	31,948.54	0.00	11,596.53	26.0
4050 4051		0.00	0.00	0.00	0.00	0.00	0.00	0.0
4051 4052	PERS Ret Paydown	9,715.57	9,715.57	1,075.05	6,783.42	0.00	2,932.15	30.3
	Retiree Medical	9,715.57	9,713.37	0.00	0.00	- 0.00	0.00	0.0
4055	PARS	3,886.22	3,886.22	457.86	2,880.66	0.00	1,005.56	25.8
4057 4060	Deferred Comp	11,121.69	11,121.69	1,315.80	8,306.44	0.00	2,815.25	25.
4060 4070	Self Insurance Unemployment Ins	388.62	388.62	45.78	288.98	0.00	99.64	25.0
4109	Supplies-Custmzd	0.00	0.00	0.00	0.00	0.00	0.00	0.0
4110	Supplies-Custinzu	5,200.00	5,200.00	1,596.60	1,596.60	0.00	3,603.40	69.2
	Postage	1,300.00	1,300.00	0.00	1,390.00	0.00	1,300.00	100.0
4120	-	1,300.00	1,300.00	0.00	0.00	0.00	0.00	0.0
4150	Adv N Publishing	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.0
4220 4310	Print Services Contract Svcs	38,175.00	38,175.00	8,000.00	18,000.00	22,000.00	-1,825.00	OVE
LI	Javra Shih		Dage	• 1		5	Current D	ate: 04/10

User: JSHIH Joyce Shih Report: 04_BRCIRV_SecServActApp

Fiscal `	Year:2023		SECTION - SI		/ITY APPROPR 3/31/2023	IATION SUMN	IARY	% of Year Rem	aining: 25.20
Object	Description		Adopted Budget	Adjusted Budget	Current Month	Current Fiscal Year	Encumbrance	Balance	Percentage Remaining
4410 4440	Local Travel Professional De	ev	750.00 2,600.00	750.00 2,600.00	0.00 0.00	0.00 1,592.26	0.00 0.00	750.00 1,007.74	100.00 38.75
AC	TIVITY 3082	FOTAL:	370,394.28	385,380.28	46,770.84	250,802.92	22,000.00	112,577.36	29.21
SI	ERVICE 342	TOTAL:	370,394.28	385,380.28	46,770.84	250,802.92	22,000.00	112,577.36	29.21
2	SECTION 327	TOTAL:	370,394.28	385,380.28	46,770.84	250,802.92	22,000.00	112,577.36	29.21
	FUND 001	TOTAL:	370,394.28	385,380.28	46,770.84	250,802.92	22,000.00	112,577.36	29.21

CITY OF IRVINE

ITEM 2.7

WARRANT REQUEST – ICCP PAYMENTS ISSUED APRIL 2023

IRVINE CHILD CARE PROJECT

TOPIC: IRVINE CHILD CARE PROJECT (ICCP) PAYMENTS ISSUED APRIL 2023

DESCRIPTION: The ICCP Board did not convene a regular meeting in April 2023, therefore, the following invoices totaling \$354,689.66 were approved for payment by ICCP President Cyril Yu and Vice President Alan Battenfield.

The accounting sheet is attached for review.

RECOMMENDATION: Receive and file attached record of payments issued April 2023 totaling \$354,689.66 for service month February 2023.

IRVINE CHILD CARE PROJECT

Service Month:	Feb 2023	Board Approval Date:	3/22/2023		vered to Ac			3/22/2023
ICCP Contact Person: De	enise Chang 949-	724-6724, dchang@cityofirvine.org	IUSD Contac	t Person: Samaneh K	azem, Sam	anehKazen	n@ius	d.org
		B EOO		1		DUE		
	VENDOR #	DESC.	EXP./Classification	Invoice #		DUE		
Catalyst Family Inc.	V4100123	State CCTR Grant	01-005-501-59-5810	5040-FEB23		59,403.12		10101010
	V4100123	AB185 One Time Supplemental Rate Payment	01-005-501-59-5810	ICCP-AB185	\$ 13	35,216.00	\$	194,619.12
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT	. DUE		
Catalyst Family Inc.	V4100123	Scholarships - ICF	01-005-712-59-5817	Feb-23	\$	2,496.75		
reekers Club	V4100002	Scholarships - ICF	01-005-712-59-5817					
olphin Club	V4100003	Scholarships - ICF	01-005-712-59-5817					
ids Stuff	V4100005	Scholarships - ICF	01-005-712-59-5817	Feb-23	\$	600.00		
ainbow Rising	V4100007	Scholarships - ICF	01-005-712-59-5817	Feb-23	\$	10,426.00	\$	13,522.75
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT	DUE		
atalyst Family Inc.	V4100123	Scholarships - ICF CV	01-005-712-59-5817	Feb-23	\$	10,059.50		
reekers Club	V4100002	Scholarships - ICF CV	01-005-712-59-5817	Feb-23	\$	1,545.00		
olphin Club	V4100002	Scholarships - ICF CV	01-005-712-59-5817		*	.,		
Kid's Stuff	V4100005	Scholarships - ICF CV	01-005-712-59-5817					
	V4100007	Scholarships - ICF CV	01-005-712-59-5817	Feb-23	\$	25,944.50	\$	37,549.00
ainbow Rising	V4100007	Scholarships - 101 - 0V	01-000-712-00-0017	100 20	Ψ	20,011,00	Ψ	01,040.00
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT	. DUE		
atalyst Family Inc.	V4100123	Scholarships - ICCP	01-005-710-59-5817					
reekers Club	V4100002	Scholarships - ICCP	01-005-710-59-5817					
olphin Club	V4100003	Scholarships - ICCP	01-005-710-59-5817					
kid's Stuff	V4100005	Scholarships - ICCP	01-005-710-59-5817					
ainbow Rising	V4100007	Scholarships - ICCP	01-005-710-59-5817				\$	7
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMI	. DUE		
rvine Unified School District	V4100011	Custodial Service	01-005-710-59-5862	75S10088	\$	48,669.83		
	V4100011	Custodial Equip-5 yr amortization	01-005-710-91-7439		\$	675.00		
	V4100011	Debt Service on Portable Purchase	01-005-710-91-7439			10,589,42		
	V4100011	Utilities	01-005-710-81-5500		\$	8,407.50		
	V4100011	Facilities & Financial Support	01-005-710-59-5861		\$	7,141.33		
	V4100011	Work Order Charges	01-005-710-59-4306					
	V4100011	Site improvement	01-005-710-85-6110					
	V4100011	Rehab & Repair	01-005-710-85-5601					
	V4100011	Portable Replacement	01-005-710-85-6230				\$	75,483.08
	VENDOR #	DESC.	EXP./Classification	Invoice #	AM	. DUE		
City Of Irvine	V4100010	Program Administration	01-005-710-59-5864	216017	\$	19,567.63		
•	V4100010	State CCTR Grant Administration	01-005-501-59-5810	216017	\$	3,948.08		
	V4100010	Contract Services	01-005-501-59-5811	216017	\$	10,000-00	\$	33,515.71
					т	otal	\$	354,689.66
		This is to certify that the above						
		items were approved for payment						
		on:						
		Approved via e-mail by Board President Cyril Yu on	3/22/23					

Approved via e-mail by Board President Cyril Yu on 3/22/23 Approved via e-mail by Board Vice President Alan Battenfield on 3/22/23



INVOICE NUMBER 5040-FEB23

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

DATE: March 7, 2023

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

Attention: Traci Stubbler

DESCRIPTION				PRICE	AMOUNT
General child development services provided February 1, 2023 through Febr	in period ruary 28, 2023				
Fiscal Year 2022-2023 Contract Type:	CCTR-2168				
Service fees of989.08 days @ Less Certified Parent fees	\$61.26			\$60,591.20 \$0.00	
Contract earnings to District				\$60,591.20	
Adjustment for District Indirect Cost	\$60,591.20 -	÷ 1.02	-	\$1,188.08	
Total Balance Due to Catalyst Famil	y Inc.				<u>\$59,403.12</u>
Billing Summary:					
Cumulative Prior Period Amount Billed	\$493,091.47				
Current Period Billing Cumulative Fiscal Year Amount Billed	\$59,403.12 \$552,494.59				
Contract Maximum Billable Available remaining balance	\$1,380,303.92 \$827,809,33				



(408)556-7300

Invoice			
DATE	INVOICE #		
2/16/2023	ICCP-AB185		

BILL TO **Irvine Child Care Project** 14341 Yale Avenue Irvine, CA. 92604 Attention: Traci Stubbler

DESCRIPTION	АМО	UNT
Request for the distribution of Assembly Bill (AB) 185 one-time supplemental rate payment based on enrollment data from October 2021 under ICCP CCTR contract at Catalyst Kids sites.		
AB 185 Supplemental Rate Payment from CDSS Less 2% Indirect Cost (Admin Fee) for ICCP		
Net AB 185 Supplemental Rate Payment Due to Catalyst Family Inc.	<u>\$135,216</u>	
ST CONTRACTOR OF C		
Please make navable to Catalyst Family Inc	Total	\$135,216
Please make payable to Catalyst Family Inc. For question, please contact Tracy Pham-Trang via email ttrang@catalystfamily.org or		<i>4130/210</i>
(408)556-7392		

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

February 2023

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

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **February 2023**, reimbursement amounts of:

Total Amount due to Catalyst Family Inc.:	\$2,496.75	(ICF)
Woodbury	\$651.75	(ICF)
Vista Verde	\$990.00	(ICF)
University Park	\$855.00	(ICF)

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

February 2023

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

Long Term scholarships awarded to the students in the **Kids Stuff.** program operating at the following schools in Irvine, for **February 2023**, reimbursement amounts of:

Brywood \$600.00 (ICF) Total Amount due to Kids Stuff: \$600.00 (ICF)

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

February 2023

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

Long Term scholarships awarded to the students in the **Rainbow Rising** program operating at the following schools in Irvine, for **February 2023**, reimbursement amounts of:

Alderwood	\$756.00	(ICF)
Beacon Park	\$1,150.50	(ICF)
Bonita Canyon	\$273.00	(ICF)
Cadence Park	\$683.00	(ICF)
Culverdale	\$2,883.50	(ICF)
Cypress Village	\$382.00	(ICF)
Eastwood	\$638.25	(ICF)
Meadow Park	\$827.25	(ICF)
Northwood	\$869.50	(ICF)
Portola Springs	\$512.25	(ICF)
Westpark	\$1,450.75	(ICF)
Total Amount due to Rainbow Rising:	\$10,426.00	(ICF)

February 2023

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

Long Term scholarships awarded to the students in the **Catalyst Family Inc.** program operating at the following schools in Irvine, for **February 2023**, reimbursement amounts of:

Total Amount due to Catalyst Family Inc.:	\$10,059.50	(CDBG-CV)
Woodbury	\$4,264.50	(CDBG-CV)
University Park	\$1,250.00	(CDBG-CV)
Plaza Vista	\$3,600.00	(CDBG-CV)
Deerfield	\$945.00	(CGBG-CV)

February 2023

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

Long Term scholarships awarded to the students in the **Creeker's Club.** program operating at the following schools in Irvine, for **February 2023**, reimbursement amounts of:

Stone Creek	\$1,545.00	(CDBG-CV)
Total Amount due to Creeker's Club:	\$1,545.00	(CDBG-CV)

February 2023

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

Long Term scholarships awarded to the students in the Rainbow Rising program operating at the following schools in Irvine, for **February 2023**, reimbursement amounts of:

Alderwood	\$956.00	(CDBG-CV)
Beacon Park	\$546.00	(CDBG-CV)
Bonita Canyon	\$546.00	(CDBG-CV)
Cadence Park	\$2,815.00	(CDBG-CV)
Culverdale	\$4,389.00	(CDBG-CV)
Cypress Village	\$2,321.00	(CDBG-CV)
Eastwood	\$2,710.00	(CDBG-CV)
Greentree	\$504.00	(CDBG-CV)
Meadow Park	\$3,341.00	(CDBG-CV)
Northwood	\$2,732.00	(CDBG-CV)
Portola Springs	\$2,573.50	(CDBG-CV)
Westpark	\$2,511.00	(CDBG-CV)
Total Amount due to Rainbow Rising:	\$25,944.50	(CDBG-CV)



Irvine Unified School District

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

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

ACCT ID: INVOICE NUMBER: DIVISION: TERM: INVOICE DATE: DUE DATE: AMOUNT DUE	V7501158 75SI0088 75GN 2223 02/01/23 02/28/23 \$75,483.08	
---	--	--

INVOICE

Page # 1

ltem	Qty	Unit Amt	Ref. #	Account	Description		Amount
1	1	10589.42		010000000 8953	FEBRUARY 2023: Sale of IUSD - Owned Portables		10,589.42
2	1	8,407.50		010000000 8650			8,407.50
3	1	7,141.33		010000000 8699			7,141.33
					Financial Support Services		
4	1	675.00		010000000 8699	FEBRUARY 2023: Custodian		675.00
1					Equipment		
5	1	48669.83		0100505400 8699	FEBRUARY 2023: Custodian		48,669.83
	- 1				Services		
						Tax	
					4		
1	[
						INVOICE TOTAL	\$75,483.08

Please remit a copy with payment-thank you

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

Account ID	V7501158
Account Name	IRVINE CHILD CARE PROJECT (ICC
Invoice Number	75510088
DIV:	75GN
TERM:	2223
Due Date	02/28/23
Amount Due	\$75,483.08
Amount Paid	\$



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

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

CUSTOMER NO. C4604

INVOICE NO. 216017

INVOICE DATE 03/20/2023

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

Past due accounts may be referred to a collection agency.

Original Amount

\$33,515.71

FEBRUARY 2023 STAFFING: ADMINISTRATION = \$19,367.63 STAFFING: GRANT ADMINISTRATION = \$3,948.08 SUPPLIES = \$0 DUPLICATING = \$200.00 CONTRACT SERVICES PAID ON CARD = \$0 CONTRACT SERVICES = \$10,000.00 LOCAL TRAVEL = \$0

Total Due:

\$33,515.71

PAYMENT OPTIONS:



ELECTRONIC

Bank of America, 275 S. Valencia Ave, Brea CA 92823. City of Irvine General Account Bank Account #: 14330-00006 ACH Routing: 121000358 Wire Transfers: 026009593 ** Please include invoice and customer numbers in payment details section



CREDIT/DEBIT CARDS

Please pay online at: https://arpayments.cityofirvine.org



CHECKS

Please mail to: Finance Department, City of Irvine, PO Box 19575, Irvine 92623-9575 ** Please include payment slip with check

PAYMENT SLIP

CUSTOMER #:	C4604
INVOICE #:	216017
INVOICE DATE:	03/20/2023
TOTAL AMOUNT DUE:	\$33,515.71

TOTAL PAYMENT:

ITEM 2.8

DEPOSIT OF SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

IRVINE CHILD CARE PROJECT

TOPIC:DEPOSIT OF SCHOLARSHIP FUNDS FROM
IRVINE CHILDREN'S FUND (ICF)

DESCRIPTION: The Irvine Child Care Project has received checks totaling in the amount of \$40,615.00 from ICF for scholarships awarded in January, February, and March 2023.

\$13,533.00	January 2023
\$13,522.75	February 2023
\$13,559.25	March 2023

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

\$40,615.00 01-005-712-00-8689

ICCP/Stubbler May 8, 2023

(0)



April 7, 2023

TO: IUSD

FROM: TRACI STUBBLER ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5220 for \$13,533.00 (\$13,533.00 ICF) from the Irvine Children's Fund (ICF) for services in the month of January 2023.

Please deposit into the following account as follows:

	CDBG/ICF	deposit to account #	01-005-712-00-8290
\$13,533.00	ICF	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

Trací Stubbler

Traci Stubbler ICCP Administrator



Irvine Children's Fund

Board of Directors

ICF President Lauren S. Brooks IUSD Board of Trustees ICF Immediate Past President Greg S. Goodrich Bank of America

ICF Vice President Kelly Reynolds

HOAG Irvine

Susan Whittaker Whittaker Planning Services

ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President HOAG

Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell Sheri Reynolds SPLATT Design

Honorary Dan Borland Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Farrah Khan Mayor City of Irvine

Terry Walker

Superintendent Irvine Unified School District

Sharon Wellikson

Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund

Irvine Children's Fund

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear President Yu:

Enclosed please find: Check #5220 in the amount of \$13,533.00 for the before and after school child care scholarships provided in January 2023.

This scholarship funding of \$13,533 is from ARPA funds.

Traci Stubbler and Shane Dineen, ICCP

John Fogarty, ICCP Treasurer

The \$13,533.00 provided scholarships for 25 children at 15 child care sites for 439 child care days. Year to date, The ICF scholarship fund, including CDBG Public Service funds and ARPA funds, has provided scholarships totaling \$84,184.45 for 25 children at 15 child care sites and provided 2,514 child care days.

Sincerely,

C:

James (Brooks

Lauren S. Brooks President Irvine Children's Fund

Sharon Wellikson

Sharon Wellikson Irvine Children's Fund

Month 2022 - 2023	ICF Funds 2022- 2023	CDBG Funds PS 2022 - 2023	Total	Child Care Days	Check #
July 2022	\$0.00	\$8,622.25	\$8,622.25	191	#5203
August 2022	\$0.00	\$10,839.70	\$10,839.70	332	#5205
September 2022	\$0.00	\$12,170.25	\$12,170,25	426	#5207
October 2022	\$0.00	\$12,406.00	\$12,406.00	415	#5210
November 2022	\$0.00	\$13,339.25	\$13,339.25	390	#5215
December 2022	\$6,651.45	\$6,622.55	\$13,274.00	321	#5217
January 2023	\$13,533.00	\$0.00	\$13,533.00	439	#5220
February 2023				·	
March 2023					
April 2023					
May 2023					
June 2023					
Total	\$20,184.45	\$64.000.00	\$84,184.45	2,514	

14301 Yale Avenue • Irvine, CA 92604 • Phone: (949) 786-6454 • Email: sharon@irvinechildrensfund.com www. irvinechildrensfund.com • www.irvinejuniorgames.com • Tax ID# 33-0177921

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	CPAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM SECON	00-00-00-00-00-00-00-00-	2010/2010/2010
IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES 14301 YALE AVE IRVINE, CA 92604-1901	WELLS FARGO BANK, N.A. www.wellsfargo.com 11-4288/1210	2/11/2023	5220
PAY TO THE Irvine Child Care Project		\$ 13,333.00	
Thirteen Thousand Five Hundred Thirty-Three Only******			DOLLARS
Irvine Child Care Project 14341 Yale Ave Irvine, CA 92604 MEMO ARPA Jan 2023	NAME DELLA D	lon	<u></u>
IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:ARPA January 2023 CDBG- Public/	2/11/2023	13,533	5220 .00

Wells Fargo Checking 7 ARPA Jan 2023

13,533.00



April 7, 2023

TO: IUSD

FROM: TRACI STUBBLER ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5223 for \$13,522.75 (ICF) from the Irvine Children's Fund (ICF) for services in the month of February 2023.

Please deposit into the following account as follows:

17	CDBG/ICF	deposit to account #	01-005-712-00-8290
\$13,522.75	ICF	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

Trací Stubbler

Traci Stubbler ICCP Administrator



Irvine Children's Fund

Board of Directors

ICF President Lauren S. Brooks IUSD Board of Trustees ICF Immediate Past President Greg S. Goodrich Bank of America Private Bank ICF Vice President

Kelly Reynolds HOAG Irvine ICF Secretary

Susan Whittaker Whittaker Planning Services

ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President HOAG Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell Sheri Reynolds SPLATT Design

Honorary Dan Borland Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Farrah Khan Mayor City of Irvine

Terry Walker

Superintendent Irvine Unified School District

Sharon Wellikson

Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund

Irvine Children's Fund

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear President Yu:

Enclosed please find: Check #5223 in the amount of \$13,522.75 for the before and after school child care scholarships provided in February 2023.

This scholarship funding of \$13,522.75 is from ARPA funds.

Traci Stubbler and Shane Dineen, ICCP

John Fogarty, ICCP Treasurer

The \$13,522.75 provided scholarships for 25 children at 15 child care sites for 413 child care days. Year to date, The ICF scholarship fund, including CDBG Public Service funds and ARPA funds, has provided scholarships totaling \$97,707.20 for 25 children at 15 child care sites and provided 2,927 child care days.

Sincerely,

C:

Brooks

Lauren S. Brooks President Irvine Children's Fund

Sharon Wellikson

Sharon Wellikson Irvine Children's Fund

Month 2022 - 2023	ICF Funds 2022- 2023	CDBG Funds PS 2022 - 2023	Total	Child Care Days	Check #
July 2022	\$0.00	\$8,622.25	\$8,622.25	191	#5203
August 2022	\$0.00	\$10,839.70	\$10,839.70	332	#5205
September 2022	\$0.00	\$12,170.25	\$12,170,25	426	#5207
October 2022	\$0.00	\$12,406.00	\$12,406.00	415	#5210
November 2022	\$0.00	\$13,339.25	\$13,339.25	390	#5215
December 2022	\$6,651.45	\$6,622.55	\$13,274.00	321	#5216
January 2023	\$13,533.00	\$0.00	\$13,533.00	439	#5220
February 2023	\$13,522.75	\$0.00	\$13,522.75	413	#5223
March 2023					
April 2023					
May 2023					
June 2023					
Total	\$33,707.20	\$64,000.00	\$97,707.20	2,927	

14301 Yale Avenue • Irvine, CA 92604 • Phone: (949) 786-6454 • Email: sharon@irvinechildrensfund.com www. irvinechildrensfund.com • www.irvinejuniorgames.com • Tax ID# 33-0177921

SECURITY FEATURES INCLUDE TRUE WATERMARK F	VAPER REAT SENSITIVE CONTAND FOLL HOLOGRAM	5223
IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES 14301 YALE AVE IRVINE, CA 92604-1901	www.wellsfargo.com 11-4288/1210	3/15/2023
PAY TO THE Irvine Child Care Project		**13,522.75
Thirteen Thousand Five Hundred Twenty-Two and 75/100******	10 ¹ m ³ 7	DOLLAR:
Traci Stubbler Irvine Child Care Project 14301 Yale Ave Irvine, CA 92604 Feb 2023	NALLE THE AUTHORIZED SIGNATURE	kšor Let m
IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES	an a	5223
Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:ARPA	3/15/2023	13,522.75

Wells Fargo Checking 7 Feb 2023

13,522.75



April 11, 2023

TO: IUSD

FROM: TRACI STUBBLER ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5228 for \$13,559.25 (ICF) from the Irvine Children's Fund (ICF) for services in the month of March 2023.

Please deposit into the following account as follows:

	CDBG/ICF	deposit to account #	01-005-712-00-8290
\$13,559.25	ICF	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

Trací Stubbler

Traci Stubbler ICCP Administrator



Irvine Children's Fund

Board of Directors

ICF President Lauren S. Brooks IUSD Board of Trustees

ICF Immediate Past President Greg S. Goodrich Bank of America Private Bank

ICF Vice President Kelly Reynolds HOAG Irvine

ICF Secretary Susan Whittaker Whittaker Planning Services

ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President HOAG

Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell Sheri Reynolds SPLATT Design

Honorary Dan Borland Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830. Retired

Ex Officio

Farrah Khan Mayor City of Irvine

Terry Walker Superintendent

Irvine Unified School District

Sharon Wellikson

Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund

Irvine Children's Fund

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear President Yu:

Enclosed please find: Check #5228 in the amount of \$13,559.25 for the before and after school child care scholarships provided in March 2023.

This scholarship funding of \$13,559.25 is from ARPA funds.

Traci Stubbler and Shane Dineen, ICCP

John Fogarty, ICCP Treasurer

The \$13,559.25 provided scholarships for 25 children at 15 child care sites for 488 child care days. Year to date, the ICF Scholarship Fund, including CDBG Public Service funds and ARPA funds, has provided scholarships totaling \$111,266.45 for 25 children at 15 child care sites and provided 2,927 child care days.

Sincerely,

C:

(Brooks

Lauren S. Brooks President Irvine Children's Fund

Sharon Wellikson

Sharon Wellikson Irvine Children's Fund

Total	\$47,266.45	\$64,000.00	\$111,255.45	3,415	
June 2023					
May 2023					
April 2023					
March 2023	\$13,559.25	\$0.00	\$13,559.25	488	#5228
February 2023	\$13,522.75	\$0.00	\$13,522.75	413	#5223
January 2023	\$13,533.00	\$0.00	\$13,533.00	439	#5220
December 2022	\$6,651.45	\$6,622.55	\$13,274.00	321	#5216
November 2022	\$0.00	\$13,339.25	\$13,339.25	390	#5215
October 2022	\$0.00	\$12,406.00	\$12,406.00	415	#5210
September 2022	\$0.00	\$12,170.25	\$12,170,25	426	#5207
August 2022	\$0.00	\$10,839.70	\$10,839.70	332	#5205
July 2022	\$0.00	\$8,622.25	\$8,622.25	191	#5203
Month 2022 - 2023	ICF Funds 2022- 2023	CDBG Funds PS 2022 - 2023	Total	Child Care Days	Check #
Month 2022 - 2023		e and After School Child		Child Care	Check #

Irvine Children's Fund	11-4288/1210 4/10/2023
PAY TO THE ORDER OF Thirteen Thousand Five Hundred Fifty-Nine and 25/100*****	\$**13,559.25 DOLLAR:
Traci Stubbler Irvine Child Care Project 14341 Yale Ave Irvine, CA 92604 March 2023	P. La multille MP
IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES	5228

IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:ARPA

PA March 2023

Child Care Scholarship ARPA Scholarship purch 2023

Wells Fargo Checking 7 March 2023

IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:ARPA March 2023

4/10/2023

4/10/2023

13,559.25

5228

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13,559.25

Child Care Scholarship ARPA

March 2023

Wells Fargo Checking 7 March 2023



13,559.25



ITEM 2.9

DEPOSIT OF CDBG-CV SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

IRVINE CHILD CARE PROJECT

TOPIC: DEPOSIT OF CDBG-CV SCHOLARSHIP FUNDS FROM IRVINE CHILDREN'S FUND (ICF)

DESCRIPTION: The Irvine Child Care Project has received checks totalling \$120,869.51 for CDBG-CV scholarships awarded in January, February, and March 2023.

\$36,476.50 January 2023\$37,549.00 February 2023\$46,844.01 March 2023

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

\$120,869.51 01-005-712-00-8290

ICCP/Stubbler May 8, 2023



April 7, 2023

TO: IUSD FROM: TRACI STUBBLER ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5219 in the amount of \$36,476.50 (CDBG-CV) from the Irvine Children's Fund (ICF) for the service month of January 2023.

Please deposit into the following account as follows:

\$ 36,476.50 **CDBG-CV/ICF** – deposit to account # 01-005-712-00-8290

Submitted for your action.

Thanks for your help,

Trací Stubbler

Traci Stubbler ICCP Administrator



Irvine Children's Fund

Board of Directors

ICF President Lauren S. Brooks IUSD Board of Education ICF Immediate Past President Greg S. Goodrich Bank of America ICF Vice President Kelly Reynolds HOAG ICF Secretary Susan Whittaker Whittaker Planning Services ICF Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown ICF Past President HOAG

Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell Sheri Reynolds SPLATT Design

Honorary Dan Borland Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Farrah Khan Mayor City of Irvine

Terry Walker Superintendent Irvine Unified School District

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

Theresa Collins

Director Irvine Junior Games Irvine Children's Fund

Irvine Children's Fund

Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear ICCP President Yu:

Enclosed please find: Check #5219 in the amount of \$36,476.50 for the before and after school child care scholarships provided in January 2023.

The scholarship funding of \$36,476.50 is from the CDBG CV Grant and provided scholarships for 46 children at 15 child care sites for 709 child care days.

Sharon Wellikson

Executive Director

Irvine Children's Fund

Sharon Wellikson

Sincerely,

C:

proke

Lauren S. Brooks President Irvine Children's Fund

Traci Stubbler and Shane Dineen, ICCP John Fogarty, ICCP Treasurer

Scholarship Month	CDBG CV Funds	Children served	Child Care Days	Balance	Check #
June 2021	\$250.00	1 child at 1 child care site	3		#5084
July 2021	\$ 7,541.50	14 children at 8 child care sites	189		#5097
August 2021	\$10,778.57	25 children at 10 child care sites	313		#5091
September 2021	\$16,788.02	35 children at 15 child care sites	552		#5094
October 2021	\$21,263.74	38 children at 16 child care sites	646		#5100
November 2021	\$23,232.86	42 children at 18 child care sites	641		#5105
December 2021	\$23,336.59	44 children at 19 child care sites	609		#5107
January 2022	\$24,425.29	44 children at 19 child care sites	645		#5109
February 2022	\$23,355.11	43 children at 19 child care sites	656		#5118
March 2022	\$23,277.61	42 children at 19 child care sites	827		#5119
April 2022	\$23,646.07	43 children at 19 child care sites	644		#5188
May 2022	\$24,348.39	44 children at 19 child care sites	750		#5194
June 2022	\$22,774.02	45 children at 19 child care sites	504		#5199
Total June 30, 2022	\$245,017.77	49 children at 22 child care sites	6,979	\$734,803.23	

CDBG CV Funds	Children served	Child Care Days	Balance	Check #
\$20,459.03	42 children at 17 sites	414		#5204
	40 children at 15 sites	592		#5206
\$23,620.02	38 children at 15 sites	675		#5208
\$24,226.87	39 children at 15 sites	665		#5211
\$31,775.86	43 children at 16 sites	635		#5214
\$33,163.04	44 children at 16 sites	491		#5216
\$36,476.50	46 children at 15 sites	709		#5219
\$191,414.95		4,181		
\$436,432.72	69 children at 22 child care sites	11,160	\$546,432.72	
	\$20,459.03 \$21,693.63 \$23,620.02 \$24,226.87 \$31,775.86 \$33,163.04 \$36,476.50 \$191,414.95	\$20,459.03 42 children at 17 sites \$21,693.63 40 children at 15 sites \$23,620.02 38 children at 15 sites \$24,226.87 39 children at 15 sites \$31,775.86 43 children at 16 sites \$33,163.04 44 children at 16 sites \$36,476.50 46 children at 15 sites \$36,476.50 46 children at 15 sites	Sector Children Days \$20,459.03 42 children at 17 sites 414 \$21,693.63 40 children at 15 sites 592 \$23,620.02 38 children at 15 sites 675 \$24,226.87 39 children at 15 sites 665 \$31,775.86 43 children at 16 sites 635 \$33,163.04 44 children at 16 sites 491 \$36,476.50 46 children at 15 sites 709 4 4 4 4 \$191,414.95 4,181	Second of the second

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IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES	WELLS FARGO BANK, N.A. www.wellstargo.com 11-4288/1210	5219 2/11/2023
IRVINE, CA 92604-1901 Irvine Children's Fund PAY TO THE ORDER OF		\$ **36,476.50
Thirty-Six Thousand Four Hundred Seventy-Six and 50/100*****		DOLLAR
Irvine Child Care Project 14341 Yale Ave Irvine, CA 92604 MEMO CDBG CV Jan 2023	VALLA AUTHORIZED SIGNATURE	۔™
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IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:CDBG C January 2023	2/11/2023	36,476.50
CDBG-C Jonua	V wy 2023	

Wells Fargo Checking 7 CDBG CV Jan 2023

36,476.50



April 7, 2023

TO: IUSD FROM: TRACI STUBBLER ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5225 in the amount of \$37,549.00 (CDBG-CV) from the Irvine Children's Fund (ICF) for the service month of February 2023.

Please deposit into the following account as follows:

\$ 37,549.00 **CDBG-CV/ICF** – deposit to account # 01-005-712-00-8290

Submitted for your action.

Thanks for your help,

Trací Stubbler

Traci Stubbler ICCP Administrator



Irvine Children's Fund

Board of Directors

ICF President Lauren S. Brooks IUSD Board of Education ICF Immediate Past President Greg S. Goodrich Bank of America Private bank ICF Vice President Kelly Reynolds HOAG ICF Secretary Susan Whittaker Whittaker Planning Services ICF Treasurer Wendy Bokota

Irvine Prevention Coalition

ICF Past President HOAG

Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell Sheri Reynolds

SPLATT Design

Honorary Dan Borland Pacific Premier Bank Stan Machesky Irvine Un fied School District

Michael Means KLAA-AM 830, Retired

Ex Officio Farrah Khan Mayor City of Irvine

Terry Walker Superintendent Irvine Un fied School District

Sharon Wellikson

Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear ICCP President Yu:

Enclosed please find: Check #5225 in the amount of \$37,549.00 for the before and after school child care scholarships provided in February 2023.

The scholarship funding of \$37,549.00 is from the CDBG CV Grant and provided scholarships for 49 children at 17 child care sites for 710 child care days.

Sincerely,

Brooks

Lauren S. Brooks President Irvine Children's Fund

C:

Traci Stubbler and Shane Dineen, ICCP John Fogarty, ICCP Treasurer

Sharon Wellikson

Sharon Wellikson Executive Director Irvine Children's Fund

Irvine Children's Fund

Scholarship Month	CDBG CV Funds	Children served	Child Care Days	Balance	Check #
June 2021	\$250.00	1 child at 1 child care site	3		#5084
July 2021	\$ 7,541.50	14 children at 8 child care sites	189		#5097
August 2021	\$10,778.57	25 children at 10 child care sites	313		#5091
September 2021	\$16,788.02	35 children at 15 child care sites	552		#5094
October 2021	\$21,263.74	38 children at 16 child care sites	646		#5100
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December 2021	\$23,336.59	44 children at 19 child care sites	609		#5107
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June 2022	\$22,774.02	45 children at 19 child care sites	504		#5199
Total June 30, 2022	\$245,017.77	49 children at 22 child care sites	6,979	\$734,803.23	

CDBG CV Funds	Children served	Child Care Days	Balance	Check #
\$20,459.03	42 children at 17 sites	414		#5204
\$21,693.63	40 children at 15 sites	592		#5206
\$23,620.02	38 children at 15 sites	675		#5208
\$24,226.87	39 children at 15 sites	665		#5211
\$31,775.86	43 children at 16 sites	635		#5214
\$33,163.04	44 children at 16 sites	491		#5216
\$36,476.50	46 children at 15 sites	709		#5219
\$37,549.00	49 children at 17 sites	710		#5225
\$228,963.95		4,891		
\$473,981.72	72 children at 22 child care sites	11,870	\$505,839.28	
	\$20,459.03 \$21,693.63 \$23,620.02 \$24,226.87 \$31,775.86 \$33,163.04 \$36,476.50 \$37,549.00 \$37,549.00 \$228,963.95	\$20,459.03 42 children at 17 sites \$21,693.63 40 children at 15 sites \$23,620.02 38 children at 15 sites \$24,226.87 39 children at 15 sites \$31,775.86 43 children at 16 sites \$33,163.04 44 children at 16 sites \$36,476.50 46 children at 15 sites \$37,549.00 49 children at 17 sites	S20,459.03 42 children at 17 sites 414 \$21,693.63 40 children at 15 sites 592 \$23,620.02 38 children at 15 sites 675 \$24,226.87 39 children at 15 sites 665 \$31,775.86 43 children at 16 sites 635 \$33,163.04 44 children at 16 sites 6435 \$36,476.50 46 children at 15 sites 709 \$37,549.00 49 children at 17 sites 710 \$36,476.50 46 children at 17 sites 709 \$37,549.00 49 children at 17 sites 710 \$37,549.00 49 children at 17 sites 1 \$38,476.50 46 children at 17 sites 1 \$39,63.95 4,891 1	Days Days \$20,459.03 42 children at 17 sites 414 \$21,693.63 40 children at 15 sites 592 \$23,620.02 38 children at 15 sites 675 \$24,226.87 39 children at 15 sites 665 \$31,775.86 43 children at 16 sites 635 \$33,163.04 44 children at 16 sites 491 \$36,476.50 46 children at 17 sites 709 \$37,549.00 49 children at 17 sites 710 \$37,549.00 49 children at 17 sites 710

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PAY TO THI ORDER OF	Invine Child Care Project	2 . A . J	\$ **37,549.00 Dollar:
мемо	Irvine Child Care Project 14341 Yale Ave Irvine, CA 92604 CDBG CV Feb 2023	MARY Merchy Brand	eleson M
<u></u>	and a second and a s	e memora e m	
	CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project PROGRAMS:SCHOLARSHIPS:CDBG C Feb 2023	3/24/2023	5225 37,549.00
	CJBG CV Jeb	2023	

<u>(</u>)8

Wells Fargo Checking 7 CDBG CV Feb 2023

13

37,549.00



April 11, 2023

TO: IUSD FROM: TRACI STUBBLER ICCP ADMINISTRATOR

SUBJECT: DEPOSIT OF ICF CHECKS

I have enclosed check #5227 in the amount of \$46,844.01 (CDBG-CV) from the Irvine Children's Fund (ICF) for the service month of March 2023.

Please deposit into the following account as follows:

\$ 46,844.01 **CDBG-CV/ICF** – deposit to account # 01-005-712-00-8290

Submitted for your action.

Thanks for your help,

Trací Stubbler

Traci Stubbler ICCP Administrator



Irvine Children's Fund

Irvine Children's Fund

Board of Directors

ICF President Lauren S. Brooks **IUSD Board of Trustees ICF** Past President Greg S. Goodrich Bank of America Private Bank **ICF Vice President** Kelly Reynolds **HOAG** Irvine **ICF Secretary** Susan Whittaker Whittaker Planning Services **ICF** Treasurer Wendy Bokota Irvine Prevention Coalition

Marcy Brown HOAG Anthony Kuo Irvine Community Leader Rob Poetsch Taco Bell

Sheri Reynolds SPLATT Design

Honorary Dan Borland Pacific Premier Bank Stan Machesky Irvine Unified School District Michael Means KLAA-AM 830, Retired

Ex Officio Farrah Khan Mayor City of Irvine

Terry Walker Superintendent Irvine Unified School District

Sharon Wellikson

Executive Director Irvine Junior Games Irvine Children's Fund

Theresa Collins Director Irvine Junior Games Irvine Children's Fund Cyril Yu President Irvine Child Care Project 14341 Yale Avenue Irvine, CA 92604

Dear ICCP President Yu:

Enclosed please find: Check #5227 in the amount of \$46,844.01 for the before and after school child care scholarships provided in March 2023.

The scholarship funding of \$46,844.01 is from the CDBG CV Grant and provided scholarships for 60 children at 20 child care sites for 1,091 child care days.

Sincerely,

C:

Brooke

Lauren S. Brooks President Irvine Children's Fund

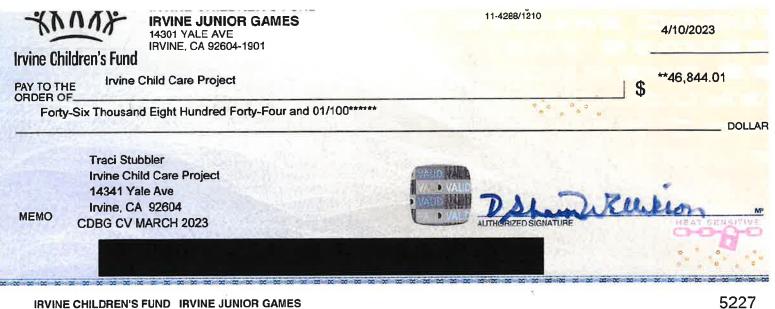
Traci Stubbler and Shane Dineen, ICCP John Fogarty, ICCP Treasurer

Sharon Wellikson

Sharon Wellikson Executive Director Irvine Children's Fund

Scholarship Month	CDBG CV Funds	Children served	Child Care Days	Balance	Check #
June 2021	\$250.00	1 child at 1 child care site	3		#5084
July 2021	\$ 7,541.50	14 children at 8 child care sites	189		#5097
August 2021	\$10,778.57	25 children at 10 child care sites	313		#5091
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December 2021	\$23,336.59	44 children at 19 child care sites	609		#5107
January 2022	\$24,425.29	44 children at 19 child care sites	645		#5109
February 2022	\$23,355.11	43 children at 19 child care sites	656		#5118
March 2022	\$23,277.61	42 children at 19 child care sites	827		#5119
April 2022	\$23,646.07	43 children at 19 child care sites	644		#5188
May 2022	\$24,348.39	44 children at 19 child care sites	750		#5194
June 2022	\$22,774.02	45 children at 19 child care sites	504		#5199
Total June 30, 2022	\$245,017.77	49 children at 22 child care sites	6,979	\$734,803.23	

Scholarship Month	CDBG CV Funds	Children served	Child Care Days	Balance	Check #
July 2022	\$20,459.03	42 children at 17 sites	414		#5204
August 2022	\$21,693.63	40 children at 15 sites	592		#5206
September 2022	\$23,620.02	38 children at 15 sites	675		#5208
October 2022	\$24,226.87	39 children at 15 sites	665		#5211
November 2022	\$31,775.86	43 children at 16 sites	635		#5214
December 2022	\$33,163.04	44 children at 16 sites	491		#5216
January 2023	\$36,476.50	46 children at 15 sites	709		#5219
February 2023	\$37,549.00	49 children at 17 sites	710		#5225
March 2023	\$46,844.01	60 children at 20 sites	1,091		#5227
April 2023					
May 2023					
June 2023					
TOTAL July 2022 to date	\$275,807.96		5,982		
TOTAL July 2021 to date	\$520,825.73	84 children at 23 child care sites	12,962	\$458,995.27	



IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project ICF:PROGRAMS:SCHOLARSHIPS:CDBG C MARCH 2023 CPBG CV

Child Care Scholanship CDpGCKkholanship March 2023

Wells Fargo Checking 7 CDBG CV MARCH 2023

46,844.01

46,844.01

IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES Irvine Child Care Project

ICF:PROGRAMS:SCHOLARSHIPS:CDBG C MARCH 2023

4/10/2023

4/10/2023

46.844.01

5227

CDBG CV Child Care Scholanhip CDB6 CV Scholanhip March 2023

Wells Fargo Checking 7 CDBG CV MARCH 2023





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ITEM 2.10

DEPOSIT OF STATE GRANT APPORTIONMENT

IRVINE CHILD CARE PROJECT

TOPIC: DEPOSIT OF STATE GRANT APPORTIONMENT

DESCRIPTION: The Irvine Child Care Project (ICCP) has received a check in the amount of \$22,325.00 from the California Department of Social Services.

\$22,325.00 Represents the 4th apportionment received for the FY 2022-23 State Grant

RECOMMENDATION: Authorize the deposit of grant funds from the California Department of Social Services into the appropriate account as follows:

\$10,535.00 01-005-50100-8290 \$11,790.00 01-005-50100-8590

ICCP/Stubbler May 8, 2023



CYRIL YU, President ALAN BATTENFIELD, Vice President STEPHANIE BYNON, Clerk TAMMY KIM, Member SANDRA SALCEDO, Member

dger

January 24, 2023

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of State Grant Apportionment for CCTR-2168

I have enclosed a check from the State of California to deposit as the 4th State Grant Apportionment, for FY 2022-23, in the amount of \$22,325.00.

Please deposit into the following accounts:

4th Apportionment:

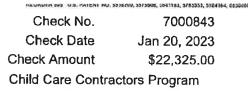
\$3,444.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal 🛩
\$3,715.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$1,583.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal -
\$1,793.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal 🛩
\$11,790.00	Grant CDD-deposit to account # 01-005-50100-8590/State 🧹

Submitted for your action.

Sm

Thank you,

Traci Stubbler ICCP Administrator





1102 Q Street, Sulte 4800 Sacramento, CA 95811

IRVINE CHILD CARE PROJECT ONE CIVIC CNTR PLAZA PO BOX 19575 IRVINE, CA 92623-9575

Invoice ID	Memo	Payment Amount
CD-20220608-Q5530	Child Development Fiscal Analyst: M. Oki mary.oki@dss.ca.gov	\$22,325.00
	TOTAL	\$22,325.00

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS & KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW などのできないよいなななどとないないのないない、いいこのいたれのとなる時間 **Bank of America** 11-35/1210 (CA) Sacramento, CA 95814-4578 01-20-2023 7000843 ALTORNEY DEPARTMENT OF AMOUNT ****\$22,325.00 ***** Twenty Two Thousand Three Hundred Twenty Five and 00/100 ***** VOID AFTER 180 DAYS Pay to the **IRVINE CHILD CARE PROJECT** Order of:

ITEM 2.11

DEPOSIT OF STIPENDS FOR CHILD CARE CONTRACTORS ISSUED PURSUANT TO ASSEMBLY BILL (AB) 185

IRVINE CHILD CARE PROJECT

TOPIC:DEPOSIT OF STIPENDS FOR CHILD CARE
CONTRACTORS ISSUED PURSUANT TO
ASSEMBLY BILL (AB) 185

DESCRIPTION: On October 5, 2022 the California Department of Social Services (CDSS) released Child Care Bulletin No. 22-26 notifying the Irvine Child Care Project (ICCP) that one-time, lump-sum payments will be distributed to direct-service child care and development contractors based on enrollment data from October 2021

ICCP received a check in the total amount of \$137,976.00.

Catalyst Family Inc., the subcontracted direct service provider, has submitted an invoice to ICCP in the amount of \$135,216.00. ICCP retained \$2,760.00 for the 2% Admin Fee.

RECOMMENDATION: Authorize the deposit of grant funds from the California Department of Social Services into the appropriate account as follows:

\$ 137,976.00 01-005-50100-8590

ICCP/Stubbler May 8, 2023



BOARD CYRIL YU, President ALAN BATTENFIELD, Vice President STEPHANIE BYNON, Clerk TAMMY KIM, Member SANDRA SALCEDO, Member

February 10, 2023

To: IUSD

From: Traci Stubbler ICCP Administrator

Subject: Deposit of AB 185 One-Time Supplemental Rate Funding

I have enclosed a check from the State of California to deposit the supplemental rate funding allocated to qualified contract holders pursuant to AB 185 in the amount of \$137,976.00

Please deposit into the following accounts:

\$137,976.00 Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

Traci Stubbler ICCP Administrator

Svave uf La	ALUFORINIA 63-536559
H THE TREASURER OF THE STATE WILL PAY OUT OF THE	FUND NO. FUND NAME 8087 FISCAL CONSOLIDATED PMT
0000052269 000	0 MO. DAY YR. 90-1342/1211 01 31 2023 63536559
TO: 536559 IRVINE CHILD CARE PROJECT 1 CIVIC CENTER PLZ IRVINE CA 92606-5207	DOLLARS CENTS \$**137976.00 Malia Cohen MALIA M. COHEN CALIFORNIA STATE CONTROLLER
DETACH ON DOTTED LINE KEEP THIS PORTION FOR YOUR RE	соярь 63-536559
ISSUE DATE: 01/31/2023 DEPARTMENT OF SOCIAL SERVICES CALIFORNIA DEPARTMENT OF SOCIAL SACRAMENTO CA 95814	
FOR QUESTIONS CONTACT ACCOUNTING	G DEPARTMENT AT 9167657-1932
VENDOR NAME	VENDOR ID
IRVINE CHILD CARE PROJECT	0000052269
VOUCHER ID INVOICE ID	PO ID
00216495 Q553_ARPA AB185 12	2/22M
AMOUNT PAID	
\$137976.00	
PAYMENT MESSAGE	
Q553_ARPA AB185 12/22M	
ADDITIONAL PAYMENT MESSAGE	
MAILTO:CHILDDEVELOPMENTFISCAL@DS	S.CA.GOV

FORM CD-85(1/89) CONTROLLERS WARRANT

ITEM 2.12

IRVINE CHILD CARE PROJECT EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

TOPIC: IRVINE CHILD CARE PROJECT (ICCP) EXPENSES PAID BY IRVINE UNIFIED SCHOOL DISTRICT (IUSD)

DESCRIPTION: The following invoices, in the total amount of \$1,747.74 have been paid by IUSD on behalf of ICCP:

- \$1,427.62 to Reece for Construction Supplies
- \$320.12 to Reece for Construction Supplies

RECOMMENDATION: Review and accept attached invoices in the total amount of \$1,747.74 paid by IUSD on behalf of ICCP.

LEDGER: 41 DATE	SSUED: 03/31/23	VENDOR NAME: REECE	VEN	NDOR: V4100125	снеск: 41003973
	INVOICE / REF N	JMBER	PURCHASE ORDER N		AMOUNT
03/21/23 03/27/23	\$115018259.001 \$115018259.002		S41R000 S41R000	44	1,427.62 320.12
				*	1 747 74
5050 BARRAN	LD CARE PROJEC NCA PARKWAY 92604-4698 44	Γ	TOTAL AMOUNT summary 0100571059		1,747.74
Sub Fund 0101			PERINTENDENT OF SCHOOLS	Date:	41003973 03/31/23 9600058619
Pay ONE T 74/10		Hundred FORTY	SEVEN Dollars		
	To The REE Order REE of PO LOS	ECE ECE PLUMBING BOX 740039 S ANGELES, CA	90074-0039	\$*	*****1,747.74
		WELLS Fi 115 HO	SENTED WITHIN 6 MONTHS ARGO BANK, N.A. SPITAL DRIVE RT, OL. 45901		

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BRANCH: 5001 ANAHEIM CA 1005 N EDWARD CT ANAHEIM CA 92806-2601 Phone: 714-688-2560

BILL TO:

		JUL	
	INVOICE DATE	INVOIC	ENUMBER
1	03/21/2023	S1150	18259.001
C	PLEASE REMIT TO:		PAGE NO.
	REECE PLUMBING PO BOX 740039 LOS ANGELES CA 90074- Phone: 866-345-5552 Fax Number: 877-699-5552	Page 1 of 2	

INVOICE

SHIP TO:

IRVINE UNIFIED SCHOOL DISTRICT 100 NIGHTMIST IRVINE CA 92618-1710 IRVINE UNIFIED SCHOOL DIST 100 NIGHTMIST IRVINE CA 92618-1710

S4110004

CUSTON	IER NUMBER	R CUS	TOMER PONUMBER	JOB NAME / RELEASE NUMBER	SALESP	ERSON
8	16377		S4100004	EASTSHORE CHILD	Alberto	Garcia
	RITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Albe	rto Garcia		OT OUR TRUCK	2% 10TH NET 16TH C/O 25TH	03/21/2023	03/14/2023
ORDER QTY	SHIP QTY	PRODUCTID	C	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1eá	1471885	*KOHLER PROLOGUE LR	G SGL SINK	283.046	283.05
			PN: K-31466-1-NA			
2.4			SPECIAL ORDER - NON R	RETURNABLE		
1ea	1ea	1/17235	ITEM PROCURED *OATEY STRNR- SPIN & L		20,734	20.73
Tea	lea	14 7255	PN: 17BN		20.754	20,13
1ea	1ea	1647537	*RHEEM 6 GAL 2KW 120V	RESI ELEC WTR	349.790	349.79
			HTR W/SS RES PROE6-1-			
			PN: 616087			
			ITEM PROCURED		(0.007	10.00
1ea	1ea	1609956	*KARLSON 20" SIDE OUTI	LET SMITTY PAN	12.687	12.69
1ea	1ea	212066	PN: KS2220-0022 *CHICAGO D/S MIXING SI	NKECT	315.536	315.54
lea	ica	212000	PN: 50-E35ABCP		010.000	010 01
4ea	4ea	85917	*BRSCRFT 3/80DX1/2MIP		3.009	12.04
			PN: 68-6-8X		10	
1ea	1ea	319601	*OATEY 1-1/2 P-TRAP-17	GA GRND JOINT	25,074	25.07
			W/BRS NUT	•		
		100117	PN: 704GBN-1		47.004	17.00
1ea	1ea	103117	*OATEY 1-1/2X16 20GA D PN: 803ED-20-1	BL FLG TLPC CP	17.884	17,88
10ea	10ea	32049	*COPFTG 1/2 COP 90 ELB		1.083	10.83
1000	1000	02010	PN C9D			
1ea	1ea	78215	*BRSCRFT 1/2NOM X 3/80	STP ROUGH BREVINE UNIFIED SC	HOOL DISTRICT	21,47
			3/80DCMP DUAL OUTLT	STP ROUGH BRS VINE ON ILD OC	STREET ON S	
				MAINTENANOLO	Of Libring	(0.00
20ft	20ft	39694	*COPTUBE 1/2X20 L HARI	D COP TUBE	2,460	49.20
1ea	1ea	59370	PN: LHARDD20 *CHICAGO GN SPOUT - A		86.447	86_45
IEa	ICa	50573	PN: GN8AJKABCP			00.40
3ea	3ea	78081	*BRSCRFT 1/2 NOM CMP	X 3/8 OD CMP	10.789	32.37
			ANG VLV			38
			PN: KTCR19X_C			
1ea	1ea	612573	*MATCO 1-1/2X6 RED BR	S IMP NIPPLE	38.605	38.61
2ea	2ea	16303	PN: NBR076 *NIBCO 1/2 SWT 2PC BRS	S FP BV	9.693	19.39
Zea	268	10592	S-FP-600A-LF		3.090	10.00
			PN: NJ998X6			
4ea	4ea	485331	*BRSCRFT 3/8CMP X 1/2F	FIP POLY BRD	3.074	12,30



BRANCH: 5001 ANAHEIM CA 1005 N EDWARD CT ANAHEIM CA 92806-2601 Phone: 714-688-2560

INVOICE

INVOICE DATE	INVOICE NUMBER
03/21/2023	S115018259.001
PLEASE REMIT TO:	PAGE NO.
REECE PLUMBING PO BOX 740039 LOS ANGELES CA 90074-(Phone: 866-345-5552 Fax Number: 877-699-5552	0039 Page 2 of 2

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SHIP TO:

BILL TO:

IRVINE UNIFIED SCHOOL DISTRICT 100 NIGHTMIST IRVINE CA 92618-1710 IRVINE UNIFIED SCHOOL DIST 100 NIGHTMIST IRVINE CA 92618-1710

CUSTON	IER NUMBE	R	CUS	TOMER PO NUMBER	JOB NA	ME / RELEASE NUMBER	SALESP	ERSON
8	16377			S4100004	EA	STSHORE CHILD	Alberto	Garcia
W	WRITER		SHIP VIA		SHIP VIA TERMS		SHIP DATE	ORDER DATE
Albe	rto Garcia			OT OUR TRUCK	2% 10TH	H NET 16TH C/O 25TH	03/21/2023	03/14/2023
ORDER QTY	SHIP QTY	PR	DUCTID	D	ESCRIPTION		UNIT PRICE	EXT PRICE
4ea	4ea		615980	LAV CONN PN: PLS1-20A_F *BRSCRFT 3/8CMP X 3/8C DW CONN PN: PLS1-20DW_F * 2-3 WEEK LEAD TIME PN: PLS1-20DW_F ** PN: PLS1-20DW_F	IRVINE U MAINT Dayments an 2007 ONLINE A	S BRD WAR 2 3 3 MAR 2 3 3 MIFIED SCHOOL DIST ENANCE & OPERATIO and access to invoice copies ACCOUNT AT http://MORSCO.	4.388 RICT NS s for your convenie	17.55
If paid by 04	l/10/23 you r	nav d	educt \$26.5	0			Subtotal	1,324.96
	•	-		ease visit www.reece.com		03-21-20 23 07:08:33 AM S11501 8259,001	S&H Charges	
						Q	Tax	102.66
						Ron.	Tax	102.00

Invoice is due by 04/16/2023. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.

03-21-2023 07:08:33 AM	Subtotal	1,324.96	
S115018259.001	S&H Charges	0.00	
Ron.	Tax	102.66	
	Payments	0:00	
Ron.	Amount Due	1,427.62	
TO VIEW ONLINE	http://mor	sco billtrust.com	
ENROLLMENT TOKEN	N WVQ RZG HVB		
ACCOUNT NUMBER		517443	





BRANCH: 5001 ANAHEIM CA 1005 N EDWARD CT ANAHEIM CA 92806-2601 Phone: 714-688-2560

INVOICE DATE	INVOICE NUMBER	
03/27/2023	S115018259.002	
PLEASE REMIT TO:	PAGE NO.	
REECE PLUMBING PO BOX 740039 LOS ANGELES CA 90074 Phone: 866-345-5552 Fax Number: 877-699-5552		



BILL TO:

SHIP TO:

IRVINE UNIFIED SCHOOL DISTRICT 100 NIGHTMIST IRVINE CA 92618-1710

IRVINE UNI	FIED SCHOOL DIST
100 NIGHT	MIST
IRVINE CA	92618-1710

SYIROODY

CUSTON	IER NUMBE	R CUS	STOMER PO NUMBER	JOB NA	ME / RELEASE NUMBER	SALESP	ERSON	
8	16377		S4100004 EASTSHORE CHILD SHIP VIA TERMS		S4100004		Alberto	Garcia
N	/RITER				TERMS	SHIP DATE	ORDER DATE	
Albe	rto Garcia		OT OUR TRUCK	2% 10TI	H NET 16TH C/O 25TH	03/27/2023	03/14/2023	
ORDER QTY	SHIP QTY	PRODUCT ID	ם	ESCRIPTION		UNIT PRICE	EXT PRICE	
1ea	1ea	311754	IRVINE UN MAINTEN MORSCO offers online j at http://Morsco.Billtrust.co	RETURNABL MAR 2 8 IFIED SCH NANCE & C payments a com. UR ONLINE A	E		297.05 ence	
f paid by 0{	5/10/23 you r	nay deduct \$5.94	U			Subtotal	297.0	
• •	-	-	ease visit www.reece.com		03-27-2023 07:34 59 AM	S&H Charges	0.0	

Invoice is due by 05/16/2023. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.

03-27-2023 07:34 59 AM	Subtotal	297.09		
03-27-2023 07:34 59 AM	S&H Charges	0.00		
Ron.	Tax	23.03		
	Payments	0.00		
Ron-	Amount Due	320.12		
TO VIEW ONLINE	sco billtrust.com			
ENROLLMENT TOKEN	WVC	WVQ RZG HVB		
ACCOUNT NUMBER	R 517443			

SCHOOL DISTRICT PU	RCHASE ORDER	CONFIRMING P		PURCHASE ORDER NUMBER (THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPOND DELIVERY DUE DATE	S41R0004
ISSUED/PRINTED BID/REQUISITION # BUYER 03/14/23 03/14/23 S4100004	CONTACT PHONE NUMBER	VENDOR# V4100125 P: F:	VENDOR ACCT #/TERMS	REQUESTOR/END USE RFELIX	ISHIP VIA/FOB
FROM/BILL TO: IRVINE CHILD CARE PROJECT 5050 BARRANCA PARKWAY IRVINE, CA 92604-4698	PARKWAY 248	SHIPTO: 100 NIC IRVINE,	ALEX-ICCP-EASTSHO MAINTENANCE & OPE GHTMIST , CA 92618		
TEM NO ITEM DESCRIPTION		Page 1 of 3			EXTENSION
0001 PRODUCT ID 1471885 KOHLER PROLOGUE LRG S	GL SINK		1 E <i>F</i>	A 283.046	283.05
0002 PRODUCT ID 1417235 OATEY STRNR- SPIN & LOCK W/BRS NUT			1 E <i>F</i>	A 20.734	20.73
0003 PRODUCT ID 482331 BRSCRFT 3/8CMP X 1/2FIP POLY BRO LAV CONN			4 E <i>F</i>	A 30.74	122,96
0004 PRODUCT ID 615980 BRSCRFT 3/8CMP X 3/8CMP X 20 SS BRO OW CONN			4 E <i>F</i>	A 4.388	17.55
0005 PRODUCT ID 311754 CHICAGO DRINKING FOUNTAIN/ BUBBLER			1 E <i>I</i>	A 297.088	297.09
0006 PRODUCT ID 103117 OATEY 1-1/2X16 20GA DBL FLG TLPC CP			1 E <i>F</i>	A 17.884	17.88
0007 PRODUCT ID 319601 OATEY 1-1/2 P-TRAP-17 GA GRND JOINT W/BRS NUT			1 67	A 25.074	25.07
D08 PRODUCT ID 612573 MATCO 1-1/2X6 RED BRS IMP NIPPLE NPT			1 27	A 38.605	38.61
		** CONTINUED **			

Subtotal:

Tax: Discount:

Freight: PO Total:

ACCOUNTS PAYABLE

RVINE UNIFIED PURCHASE ORDER		CONFIRMING PO ONLY			PURCHASE ORDER NUMBER (THIS NUMBER MUST APPEAR ON ALL SHIPPED MATERIAL AND CORRESPOND		S41R0004
ISSUED/PRINTED BID/REQUISITION # BUYER 03/14/23 03/14/23 \$4100004		VENDOR# V4100125 P: F:	VENDOR ACCT #	TERMS	R	IVERY DUE DATE QUESTORIEND USE FELIX LEX-ICCP-EASTSHORE	SHIP VIA/FOB
FROM/BILL TO: IRVINE CHILD CARE PROJECT 5050 BARRANCA PARKWAY IRVINE, CA 92604-4698	TO: REECE 15850 DALLAS P. DALLAS, TX 752		1	HIP TO	IGHI	AINTENANCE & OPERA MMIST CA 92618	TIONS - IUSD
TEM NO ITEM DESCRIPTION		Page 2 of 3		ΣΤΥ 🛛	UNIT	COST	EXTENSION
0009 PRODUCT ID 78215 BRSCRFT 1/2NOM X 3/80DCMP	X 3/8 ODCMP DUAL		s	1 H	EA	21.468	21.47
010 PRODUCT ID 78081 BRSCRFT 1/2 NOM CMP X 3/8 OD CMP ANG VLV				3 H	EA	10.789	32.37
011 PRODUCT ID 32049 COPFTG 1 /2 COP 90 ELB SWT 5/800			с.	10 H	3A	1.083	10.83
0012 PRODUCT ID 1647537 RHEEM 6 GAL 2KW 120V RESI ELEC WTR HTR WISS RES PROE6-1-RH-POU				1 8	EA	349.79	349.79
0013 PRODUCT ID 1609956 KARLSON 20" SIDE OUTLET SMITTY PAN				1 8	EA	12.687	12.69
014 PRODUCT ID 85917 BRSCRFT 3/80DX1/2MIP CMP MALE ADPTR				4 H	EA	3.009	12.04
015 PRODUCT ID 39694 COPTUBE 1/2X20 L HARD COP TUBE				201	FT	2.46	49.20
0016 PRODUCT ID 16392 NIBCO 1/2 SWT 2PC BRS FP 1	BV			2		9.693	19.39
		** CONTINUED **					

Subtotal: Tax:

Discount: Freight:

PO Total:

ACCOUNTS PAYABLE

SCHOOL DISTRICT PURCHASE ORDER		CONFIRMING PO	CONFIRMING PO ONLY		JRCHASE ORDER NUMBER	S41R0004		
				SHIPPED MATERIAL AND CORRESPONDENCE)				
SUED/PRINTED BID/REQUISITION # BUYER 3/14/23 3/14/23 \$4100004	CONTACT PHONE NUMBER	VENDOR# V4100125 P: F:	VENDOR ACCT	F/TERMS	LIVERY DUE DATE EQUESTOREND USE RFELIX ALEX-ICCP-EASTSHOR	SHIP VIA/FOB		
ROM/BILL TO: IRVINE CHILD CARE PROJECT 5050 BARRANCA PARKWAY IRVINE, CA 92604-4698	TO:REECE 15850 DALLAS PA DALLAS, TX 7524			SHIPTO: MAINTENANCE & OPERATIONS - IUS 100 NIGHTMIST IRVINE, CA 92618				
M NO ITEM DESCRIPTION		Page 3 of 3			COST	EXTENSION		
017 PRODUCT ID 212066 CHICAGO D/S MIXING SINK	FCT			1 EA	315.536	315.5		
018 PRODUCT ID 58379 CHICAGO GN SPOUT - A TY	PE END			1 EA	86.447	86.4		
PER QUOTE S115018259								
	77							
CCOUNTS AND AMOUNTS		10 m			0.044-4-1	1 7 2 0 1		
0100571059 4306 1,866.9	8				Subtotal: Tax: Discount:	1,732. 134.		
					Freight: PO Total:	0.0 1,866.		
		ACCOUNTS PAYABLE	2	Authori	zed			

ITEM 2.13

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

IRVINE CHILD CARE PROJECT

- TOPIC:RENEWAL OF MEMORANDUM OF UNDERSTANDING
FOR IRVINE CHILD CARE PROJECT USE OF
PERMANENT CHILD CARE BUILDINGS AT BEACON
PARK K-8 SCHOOL CAMPUS
- **DESCRIPTION:** In order for Irvine Child Care Project (ICCP) to provide on-site child care to Beacon Park families at Beacon Park K-8 School Campus, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by IUSD, outlining the roles and responsibilities of both ICCP and IUSD must be renewed annually by both parties. The MOU for the time period July 1, 2023 through June 30, 2024 is attached for the Board's approval.

The MOU was approved for signature at the April 18, 2023 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Beacon Park K-8 school campus for the time period July 1, 2023 through June 30, 2024.

ICCP/Fogarty May 8, 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2023 ("Effective Date"), by and between the Irvine Unified School District ("IUSD") and the Irvine Child Care Project, a California Joint Powers Authority ("ICCP") (collectively the "Parties").

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

SECTION 1 - LOCATION

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

SECTION 2 – LICENSE TO USE FACILITIES

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

SECTION 3 - TERM

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

SECTION 4 - COMPENSATION

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

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

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

b. <u>Custodial Services</u>. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

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

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

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

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

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

SECTION 6 - HOLD HARMLESS

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

SECTION 7 - INSURANCE

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

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

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

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

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

SECTION 9 - OCCUPANCY

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

SECTION 10 - ICCP EMPLOYEES

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

SECTION 11 - ANTI-DISCRIMINATION

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

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

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

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

SECTION 13 - GOVERNING LAW

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

SECTION 14 - NO ORAL MODIFICATION

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

SECTION 15- NOTICE

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

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date:_____

Date:

By:

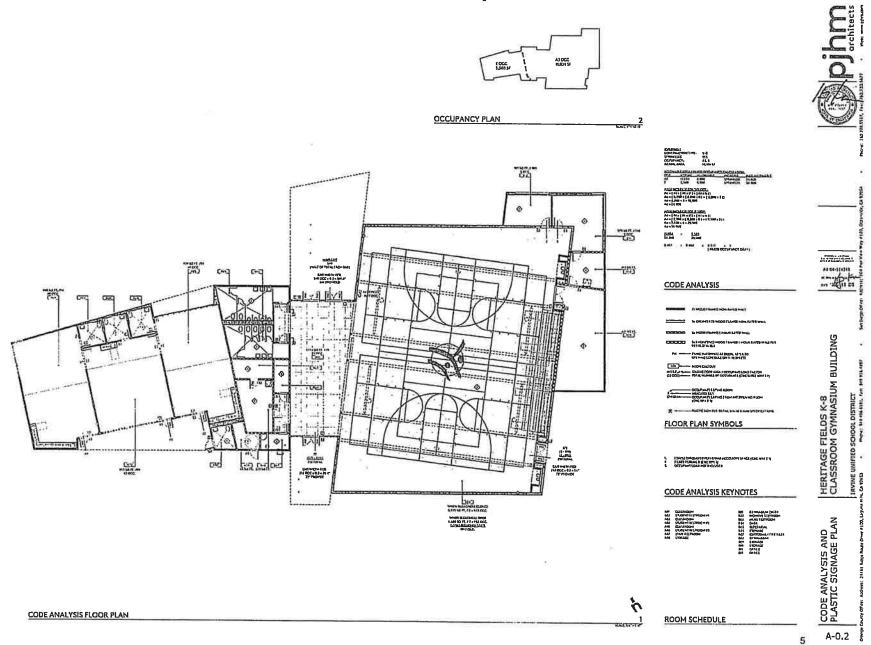
John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:

By:_____ Cvril Yu President, Irvine Child Care Project

ICCP Board Approved:

Exhibit "A" Facilities Map



IRVINE CHILD CARE PROJECT

AGREEMENT FOR USE OF FACILITIES

SITE: Beacon Park School

THIS AGREEMENT, made and entered into this 1st day of July, 2023 by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow Rising Child</u> <u>Development Center</u>, hereinafter referred to as "Lessee."

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

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

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

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

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

GENERAL HOURS OF OPERATION (Monday-Friday):

- 1. Before School 6:30 a.m.
- 2. After School6:30 p.m.
- 3. During School As necessary to provide care for a.m./p.m. Kindergarten students.
- 4. School Holidays 6:30 a.m. through 6:30 p.m.
- 5. School Vacations 6:30 a.m. through 6:30 p.m.

GENERAL DAYS OF OPERATION (Monday-Friday)

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

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

3. School Vacations:

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

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

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

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

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

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

- 4. Lessee shall provide a list of names, addresses, and phone numbers of families and children served in its program to the ICCP upon request.
- (C) The Lessee's use of the school site includes the following:
 - 1. Non-exclusive usage of the playgrounds, and other outdoor areas.
 - 2. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
 - 3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the portable during 6:30 a.m. to 6:30 p.m. hours of operation.
 - 4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
 - 5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by ICCP.
- (D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program's compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:
 - Unusual Incident/Injury Reports;
 - Complaint Investigation Reports;
 - Facility Evaluation Reports;
 - Compliance Conference Summaries;
 - Requests to Alter Capacity; and
 - Change Director Designation and/or other license status changes.

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

classroom(s). All such ICCP maintenance and rehabilitation shall be conducted pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at Lessee's sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee's use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.

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

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

(K) Agreement Mere License

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

II. USE OF FACILITIES FEES

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

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase	from the 2022	-23 rates	

III. METHOD OF PAYMENT

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

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

IV. TERM

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

V. LEGAL RESPONSIBILITIES

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

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

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

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

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

- (C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.
 - 1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

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

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

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

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

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

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

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

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

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
- 3. Verification of auto liability must be provided as follows:
 - Bodily Injury \$100,000/300,000 per accident
 - Property Damage \$50,000 per accident
 - Medical Payments \$5,000 per accident
 - Un/under insured \$100,000/300,000 per accident
- 4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
- 5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.
- (D) Release, Indemnity and Insurance
 - 1. Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.
 - 2. Non-Liability of the ICCP. Lessee acknowledges that no ICCP Releasees shall be liable for any of the Claims.
 - 3. Indemnification by Lessee. Lessee shall indemnify each and all of the ICCP Releasees against, and hold and save them and each of them harmless from, any

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

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

VI. NOTICES

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

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

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

VII. ATTORNEY'S FEES

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

VIII. ASSIGNMENT: SUBCONTRACTORS

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

IX. CHOICE OF LAW

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

X. EXTENT OF AGREEMENT

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

IRVINE CHILD CARE PROJECT	LESSEE Rainbow Rising Child Development Center
By: President, Irvine Child Care Project	By: Rick Porter
DATED:	TITLE: President of Board
	MAILING ADDRESS:
	Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254
	PHONE:(310) 379-4912
	EMAIL: <u>rainbowriver@rainbowrising.org</u>

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

EXHIBIT A

Schedule of Dates and Hours of Operation 2023-24 School Year

Provider: Rainbow Rising Site: Beacon Park School Days per Week Facility is Open: <u>M-F</u> Hours: <u>7:00 a.m. – 6:00 p.m.</u>

Circle the days the program will <u>not</u> be open:

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EXHIBIT B

Workers' Compensation Insurance Coverage Certification

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

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

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

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

LESSEE

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

By: _____

Date

Name: <u>Rick Porter</u>

Title: _____ President of Board

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

ITEM 2.14

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

IRVINE CHILD CARE PROJECT

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

DESCRIPTION: In order for Irvine Child Care Project (ICCP) to provide on-site child care to Cadence Park families at Cadence Park K-8 School Campus location, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by IUSD, outlining the roles and responsibilities of both ICCP and IUSD, must be renewed annually by both parties. The MOU for the time period July 1, 2023 through June 30, 2024 is attached for the Board's approval.

The MOU was approved for signature at the April 18, 2023 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Cadence Park K-8 school campus for the time period July 1, 2023 through June 30, 2024.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2023 ("Effective Date"), by and between the Irvine Unified School District ("IUSD") and the Irvine Child Care Project, a California Joint Powers Authority ("ICCP") (collectively the "Parties").

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

SECTION 1 - LOCATION

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

SECTION 2 – LICENSE TO USE FACILITIES

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

SECTION 3 - TERM

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

SECTION 4 - COMPENSATION

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

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

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

b. <u>Custodial Services</u>. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

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

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

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

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

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

SECTION 6 - HOLD HARMLESS

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

SECTION 7 - INSURANCE

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

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

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

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

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

SECTION 9 - OCCUPANCY

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

SECTION 10 - ICCP EMPLOYEES

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

SECTION 11 - ANTI-DISCRIMINATION

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

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

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

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

SECTION 13 - GOVERNING LAW

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

SECTION 14 - NO ORAL MODIFICATION

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

SECTION 15- NOTICE

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

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date:

Date:

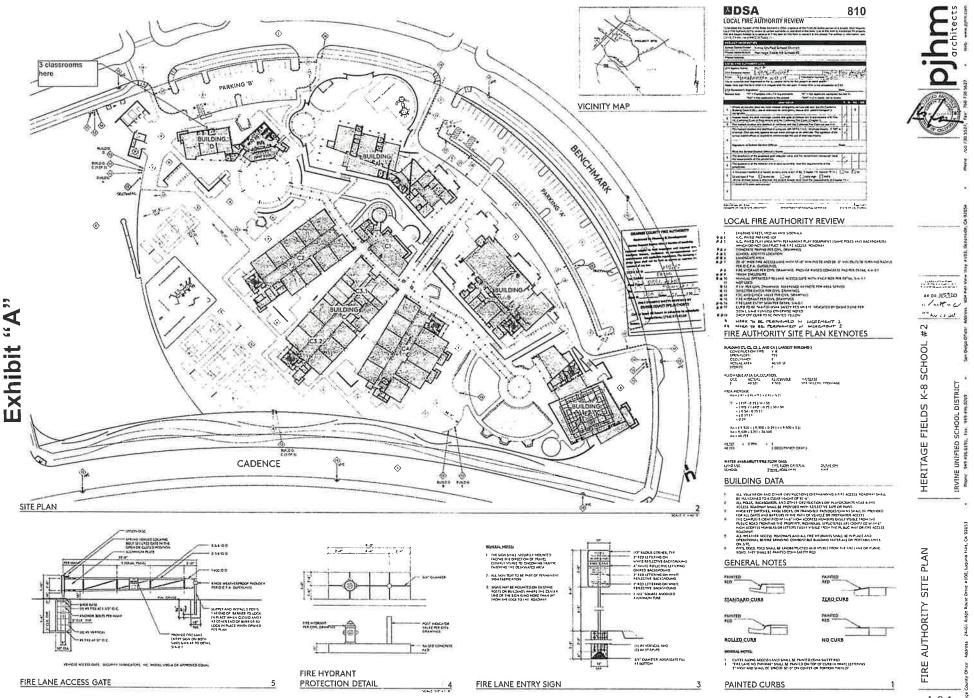
By:_____

John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:

By: Cvril Yu President, Irvine Child Care Project

ICCP Board Approved:



A-0.1

IRVINE CHILD CARE PROJECT

AGREEMENT FOR USE OF FACILITIES

SITE: Cadence Park School

THIS AGREEMENT, made and entered into this 1st day of July, 2023 by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow Rising Child</u> <u>Development Center</u>, hereinafter referred to as "Lessee."

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

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

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

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

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

GENERAL HOURS OF OPERATION (Monday-Friday):

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

GENERAL DAYS OF OPERATION (Monday-Friday)

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

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

3. School Vacations:

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

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

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

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

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

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

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

- 4. Lessee shall provide a list of names, addresses, and phone numbers of families and children served in its program to the ICCP upon request.
- (C) The Lessee's use of the school site includes the following:
 - 1. Non-exclusive usage of the playgrounds, and other outdoor areas.
 - 2. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
 - 3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the portable during 6:30 a.m. to 6:30 p.m. hours of operation.
 - 4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
 - 5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by ICCP.
- (D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program's compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:
 - Unusual Incident/Injury Reports;
 - Complaint Investigation Reports;
 - Facility Evaluation Reports;
 - Compliance Conference Summaries;
 - Requests to Alter Capacity; and
 - Change Director Designation and/or other license status changes.

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

- 5. Maintenance and Rehabilitation Costs: The ICCP will provide internal and external maintenance and rehabilitation of the permanently constructed classroom(s). All such ICCP maintenance and rehabilitation shall be conducted pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at Lessee's sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee's use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.
- 6. ICCP shall not be obligated to repair, and Lessee shall repair to ICCP's satisfaction, all damages caused or resulting from the negligent acts or omissions of Lessee, reasonable wear and tear and age-related breakdown excepted.
- (J) Notice of Possessory Interest

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

(K) Agreement Mere License

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

II. USE OF FACILITIES FEES

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

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount	
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52	
*No increase from the 2022-23 rates				

III. METHOD OF PAYMENT

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

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

IV. TERM

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

V. LEGAL RESPONSIBILITIES

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

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

(B) Lessee agrees that in the operation of the child care program permitted by the terms of this Agreement, there shall be no discrimination in the provision of such services, or the employment of persons on the basis of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore Lessee agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

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

- (C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.
 - 1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

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

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

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

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

Name separately the Irvine Unified School District (5050 Barranca Parkway, Irvine, California 92604), its Board of Trustees, officers, agents,

employees, and volunteers as additionally insured on the policy.

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

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

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
- 3. Verification of auto liability must be provided as follows:
 - Bodily Injury \$100,000/300,000 per accident
 - Property Damage \$50,000 per accident
 - Medical Payments \$5,000 per accident
 - Un/under insured \$100,000/300,000 per accident
- 4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
- 5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.
- (D) Release, Indemnity and Insurance
 - 1. Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee, or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee

understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.

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

VI. NOTICES

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

TO ICCP:	Attention: Treasurer Irvine Child Care Project 5050 Barranca Parkway Irvine, CA 92604
TO LESSEE:	Rick Porter Rainbow Rising Child Development Center 2154 Monterey Blvd. #B Hermosa Beach, CA 90254

VII. ATTORNEY'S FEES

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

VIII. ASSIGNMENT: SUBCONTRACTORS

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

IX. CHOICE OF LAW

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

X. EXTENT OF AGREEMENT

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

IRVINE CHILD CARE PROJECT

LESSEE

Rainbow Rising Child Development Center

By: President, Irvine Child Care Project By:______ Rick Porter

TITLE: President of Board

DATED: _____

MAILING ADDRESS:

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

PHONE: (310) 379-4912

EMAIL: rainbowriver@rainbowrising.org

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

EXHIBIT A

Schedule of Dates and Hours of Operation 2023-24 School Year

Provider: <u>Rainbow Rising</u> Site: <u>Cadence Park School</u> Days per Week Facility is Open: M-F Hours: 7:00 a.m. – 6:00 p.m.

Circle the days the program will <u>not</u> be open:

	2023																			
JULY						AU	AUGUST					SEPTEMBER								
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9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
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30	31																			

OCTOBER

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NOVEMBER											
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2024

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IANUARY											
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EXHIBIT B

Workers' Compensation Insurance Coverage Certification

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

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

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

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

LESSEE

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

By: _____

Name: _____ Rick Porter _____

Date

Title: President of Board

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

ITEM 2.15

RENEWAL OF MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT USE OF PERMANENT CHILD CARE BUILDINGS AT SOLIS PARK K-8 SCHOOL CAMPUS

IRVINE CHILD CARE PROJECT

TOPIC: MEMORANDUM OF UNDERSTANDING FOR IRVINE CHILD CARE PROJECT USE OF PERMANENT CHILD CARE BUILDINGS AT SOLIS PARK K-8 SCHOOL CAMPUS

DESCRIPTION: In order for Irvine Child Care Project (ICCP) to provide on-site child care to Solis Park families at Solis Park K-8 School Campus location, an agreement must be in place to utilize Irvine Unified School District (IUSD) permanent buildings for the purpose of providing child care. The Memorandum of Understanding (MOU), prepared by IUSD, outlining the roles and responsibilities of both ICCP and IUSD, must be renewed annually by both parties. The MOU for the time period July 1, 2023 through June 30, 2024 is attached for the Board's approval.

The MOU was approved for signature at the April 18, 2023 IUSD board meeting.

RECOMMENDATION: Authorize an ICCP Board Member to sign the attached Memorandum of Understanding for ICCP use of permanent child care buildings at the Solis Park K-8 school campus for the time period July 1, 2023 through June 30, 2024.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July, 2023 ("Effective Date"), by and between the Irvine Unified School District ("IUSD") and the Irvine Child Care Project, a California Joint Powers Authority ("ICCP") (collectively the "Parties").

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

SECTION 1 - LOCATION

The Solis Park School is a K-8 school campus located at 101 Abacus, Irvine, California, 92618 ("Campus").

SECTION 2 – LICENSE TO USE FACILITIES

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

SECTION 3 - TERM

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

SECTION 4 - COMPENSATION

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

SECTION 5 - RESPONSIBILITIES OF THE PARTIES

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

b. <u>Custodial Services</u>. Custodial services for the Facilities are provided by IUSD. IUSD shall be reimbursed for these services within thirty (30) days of invoice by IUSD. However, ICCP shall be responsible for the full and complete cleanup of the Facilities and any other portion of the Campus used by ICCP, its employees, or the ICCP Provider at the close of each and every day, leaving it in a comparable state as existed prior to ICCP's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash on the Campus, and similar related activities.

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

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

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

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

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

SECTION 6 - HOLD HARMLESS

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

SECTION 7 - INSURANCE

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

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

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

SECTION 8 - ICCP NOT EMPLOYEE OF IUSD

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

SECTION 9 - OCCUPANCY

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

SECTION 10 - ICCP EMPLOYEES

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

SECTION 11 - ANTI-DISCRIMINATION

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

SECTION 12 - COMPLIANCE WITH APPLICABLE LAW

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

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

SECTION 13 - GOVERNING LAW

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

SECTION 14 - NO ORAL MODIFICATION

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

SECTION 15- NOTICE

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

IRVINE UNIFIED SCHOOL DISTRICT

IRVINE CHILD CARE PROJECT

Date:

Date:_____

By:_____

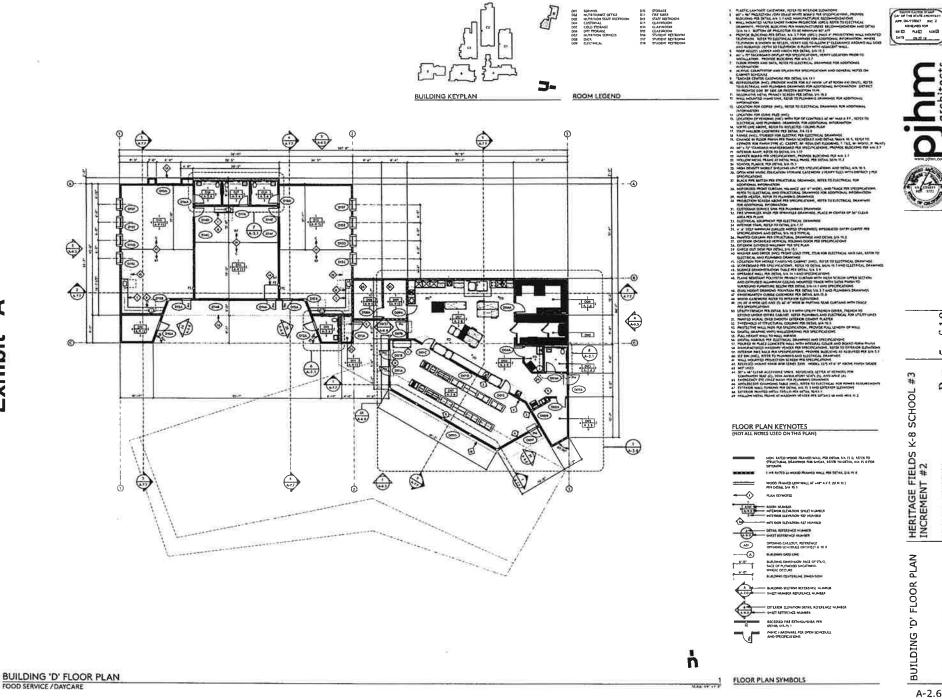
John Fogarty Assistant Superintendent, Business Services

IUSD Board Approved:

By: Cvril Yu President, Irvine Child Care Project

ICCP Board Approved:





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SERVICE / DAYCARE

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DISTRICT

IRVINE UNIFIED SCHOOL

IRVINE CHILD CARE PROJECT

AGREEMENT FOR USE OF FACILITIES

SITE: Solis Park School

THIS AGREEMENT, made and entered into this 1st day of July, 2023 by and between the Irvine Child Care Project, referred to as "ICCP," a Joint Powers Agency, and <u>Rainbow Rising Child</u> Development Center, hereinafter referred to as "Lessee."

The parties to this **AGREEMENT** desire to establish the conditions, operational responsibility and liability for effective use of facilities more fully described below, located at <u>101 Abacus</u>, Irvine, CA 92618 (hereinafter "school site"), for a child care program operated by Lessee.

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

THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:

I. RESPONSIBILITIES OF THE PARTIES

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

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

GENERAL HOURS OF OPERATION (Monday-Friday):

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

GENERAL DAYS OF OPERATION (Monday-Friday)

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

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

3. School Vacations:

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

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

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

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

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

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

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

- 4. Lessee shall provide a list of names, addresses, and phone numbers of families and children served in its program to the ICCP upon request.
- (C) The Lessee's use of the school site includes the following:
 - 1. Non-exclusive usage of the playgrounds, and other outdoor areas.
 - 2. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
 - 3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the portable during 6:30 a.m. to 6:30 p.m. hours of operation.
 - 4. Sheds and/or structures of any type may not be placed on school site without prior approval of IUSD/ICCP.
 - 5. Lessee is responsible for charges incurred for removal of old furniture, sheds, etc. All removals shall be provided by IUSD and reimbursed by ICCP.
- (D) Lessee shall adhere to all ICCP policies. Lessee shall keep the ICCP fully informed regarding the program's compliance and communication with California Department of Social Services Community Care Licensing Division (CCLD). Copies of all written communication with or from CCLD shall be provided to the ICCP program administration staff within 24 hours. Examples of communication include, but are not limited to:
 - Unusual Incident/Injury Reports;
 - Complaint Investigation Reports;
 - Facility Evaluation Reports;
 - Compliance Conference Summaries;
 - Requests to Alter Capacity; and
 - Change Director Designation and/or other license status changes.

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

- 5. Maintenance and Rehabilitation Costs: The ICCP will provide internal and external maintenance and rehabilitation of the permanently constructed classroom(s). All such ICCP maintenance and rehabilitation shall be conducted pursuant to the schedule developed by City/IUSD staff generally used for ICCP facilities, and any additional maintenance shall be conducted by Lessee at Lessee's sole cost and expense. There shall be no alteration or changes to the unit(s) without the written consent of the ICCP. Should the ICCP determine, in its sole discretion, that additional maintenance or rehabilitation is necessary due to Lessee's use, the ICCP may provide such maintenance if Lessee has not provided therefore, after forty-eight (48) hour written notice by personal service to Lessee, and Lessee shall be responsible for and promptly remit payment therefore.
- 6. ICCP shall not be obligated to repair, and Lessee shall repair to ICCP's satisfaction, all damages caused or resulting from the negligent acts or omissions of Lessee, reasonable wear and tear and age-related breakdown excepted.
- (J) Notice of Possessory Interest

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

(K) Agreement Mere License

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

II. USE OF FACILITIES FEES

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

Table II. B. 1:

No. of Portables	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount		
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52		
*No increas	e from the 202				

III. METHOD OF PAYMENT

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

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

IV. TERM

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

V. LEGAL RESPONSIBILITIES

(A) Lessee shall keep fully informed of State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those employed by Lessee or in any way affect operation of the program which Lessee operates by reason of this Agreement. Lessee shall at all times observe and comply with all laws, ordinances, and regulations and shall be responsible for compliance with all laws, ordinances, and regulations.

(B) Lessee agrees that in the operation of the child care program permitted by the terms of this Agreement, there shall be no discrimination in the provision of such services, or the employment of persons on the basis of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics, and therefore Lessee agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act.

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

- (C) Insurance: This Agreement shall not become effective until five (5) days after Lessee submits Certificates to the ICCP and IUSD which indicate compliance with the following minimum insurance requirements.
 - 1. Workers' Compensation Insurance to cover its employees as required by the California Labor Code. Before execution of the contract by the ICCP, Lessee shall file with the ICCP and IUSD the following signed certification:

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

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

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

- 2. Commercial General Liability Insurance for bodily injury, property damage, and automobile liability including accidental death and sexual abuse/molestation of not less than \$1,000,000 per occurrence and \$3,000,000 excess liability coverage.
 - a) Be issued by an insurance company which is admitted to do business in the State of California.

b) Name and list the Irvine Child Care Project and the City of Irvine, their officers and employees as additional insured.

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

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

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

- e) Insure against risk of loss due to all of the operations of Lessee in operation of a child care center.
- 3. Verification of auto liability must be provided as follows:
 - Bodily Injury \$100,000/300,000 per accident
 - Property Damage \$50,000 per accident
 - Medical Payments \$5,000 per accident
 - Un/under insured \$100,000/300,000 per accident
- 4. Lessee shall not commence the use of the premises or provide child care thereon until the above insurance has been obtained and Certificates of Insurance have been filed with the ICCP and IUSD.
- 5. Each insurance policy should be endorsed to state that the Lessee shall waive all rights of subrogation against the ICCP and IUSD and ICCP and IUSD personnel.
- (D) Release, Indemnity and Insurance
 - Release of Lessee. As partial consideration for being permitted to use the facilities, Lessee, for itself and its directors, officers, employees, agents and representatives, and each and every one of their successors and assigns, does hereby fully and expressly exonerate, discharge and covenant not to sue the City of Irvine, ICCP and IUSD, their Board of Trustees, council members, officers, employees, agents, volunteers, and representatives (hereinafter, collectively, the "ICCP Releasees"), from any and all causes of action, liabilities, obligations or claims of whatever character, known or unknown, suspected or unsuspected, which Lessee may have against any or all of the ICCP Releasees for or by reason of any matter, cause or thing whatsoever arising out of the use, occupancy and/or enjoyment of the facilities by Lessee or any person thereon or holding under Lessee, or any guest or invitee of Lessee,

or by reason of Lessee's failure to perform any of its obligations under this Agreement, or by reason of any act or omission on the part of Lessee or anyone entering upon the facilities by, under or as a guest or invitee of Lessee, or by reason of any repairs or alterations which Lessee may make upon the permanently constructed classrooms (hereinafter, the "Claims"). Lessee understands and acknowledges the significance of this waiver and release and assumes the risks consequent thereto.

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

(G) Lessee specifically covenants and agrees that, as a condition of ICCP allowing Lessee to leave personal property and equipment in the permanent classroom(s) during such times and on those days when the Lessee is not licensed to use such premises, the Indemnification provisions herein will apply to, inter alia, such personal property and equipment.

VI. NOTICES

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

TO ICCP:	Attention: Treasurer Irvine Child Care Project 5050 Barranca Parkway Irvine, CA 92604
TO LESSEE:	Rick Porter Rainbow Rising Child Development Center 2154 Monterey Blvd. #B Hermosa Beach, CA 90254

VII. ATTORNEY'S FEES

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

VIII. ASSIGNMENT: SUBCONTRACTORS

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

IX. CHOICE OF LAW

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

X. EXTENT OF AGREEMENT

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

IRVINE CHILD CARE PROJECT	LESSEE Rainbow Rising Child Development Center
By: President, Irvine Child Care Project	By: Rick Porter
DATED:	TITLE: President of Board
	MAILING ADDRESS:
	Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254
	PHONE: (310) 379-4912
	EMAIL:rainbowriver@rainbowrising.org

SITE: Solis Park School 101 Abacus, Irvine, CA 92618

EXHIBIT A

Schedule of Dates and Hours of Operation 2023-24 School Year

Provider:	Rainbow Rising	Site:	Solis Park School
Days per W	eek Facility is Open: _	M-F	Hours: <u>7:00 a.m. – 6:00 p.m.</u>

Circle the days the program will <u>not</u> be open:

	2023																			
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EXHIBIT B

Workers' Compensation Insurance Coverage Certification

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

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

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

Date

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

LESSEE

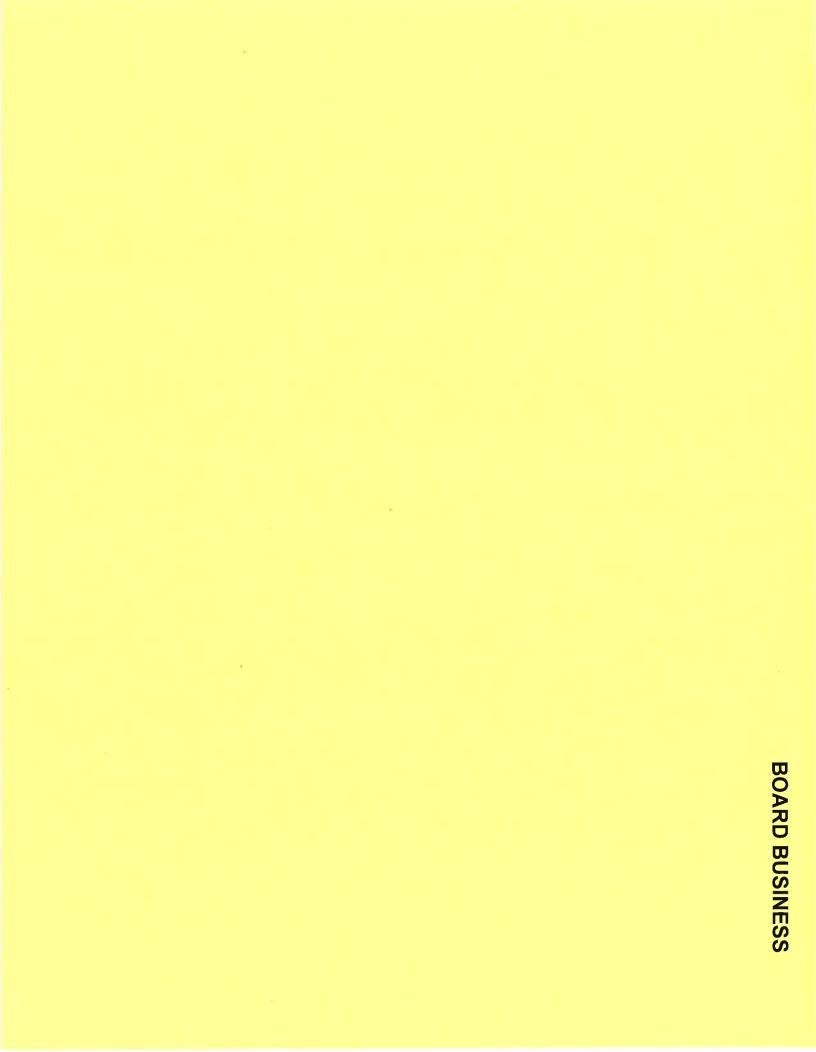
Rainbow Rising Child Development Center 2154 Monterey Blvd., #B Hermosa Beach, CA 90254

By:_____

Name: <u>Rick Porter</u>

Title: President of Board

SITE: Solis Park School 101 Abacus, Irvine, CA 92618



3. BOARD BUSINESS

ITEM 3.1

FUNDING A NEW FULL TIME POSITION TO SUPPORT IRVINE CHILD CARE PROJECT FOR FISCAL YEAR 2024-25 AND BEYOND

IRVINE CHILD CARE PROJECT

TOPIC:FUNDING A NEW FULL TIME POSITION TO
SUPPORT IRVINE CHILD CARE PROJECT FOR
FISCAL YEAR 2024-25 AND BEYOND

DESCRIPTION: Under the Irvine Child Care Project (ICCP) Joint Powers Agreement, the City of Irvine (City) is responsible for ensuring continued program quality at all 29 ICCP provider sites, state grant management, and Irvine Children's Fund (ICF) scholarship implementation. Ensuring continued program quality consists of liaising between the providers and the State of California Community Care Licensing Division, and oversight of the new ICCP Quality Assessment contractor.

> Currently, 100% of two full time Program Assistants and 50% of the Child Care Coordination Supervisor position are funded by ICCP. The last increase in funding for City staff supporting ICCP was approved in Fiscal Year (FY) 2016-17.

> Since 2016, IUSD has opened five new school sites, increasing ICCP child care programs from 24 to 29. Concurrently, the State of California Community Care Licensing Division implemented new compliance requirements including mandatory lead testing, COVID-19 tracking and reporting, new Guardian communication platform, Preventative Health and Safety Training, in addition to newly implemented monthly stakeholder meetings to remain current on licensing changes.

In FY 2022-23, \$1,407,910 was awarded in CCTR state grant funds in comparison with \$532,274 FY 2015-16. ICCP anticipates awarded in approximately \$856,500 in 2023-24 CCTR grant funding, representing an increase of \$324,226 in grant funds managed by City staff on behalf of ICCP. In addition, ICF annual scholarship awards have increased to \$200,000 from \$130,000. City staff implements all aspects of the scholarship program funded by ICF including client intake, monthly application processing, billing. and Community Development Block Grant (CDBG)

ICCP/Stubbler May 8, 2023 quarterly and annual reporting, as well as grant audit preparation and facilitation.

Since 2016, ICCP has instituted an ICCP Identification Badge program by which all child care staff members at each site are issued a security badge. The security badge also serves as a card key for controlled entry at select sites. City staff collects photos and information to request badges and maintains records of all active badges from IUSD.

An additional full time Program Coordinator is needed to support the additional workload created by the expansion of the ICCP program, both in number of sites and total grant dollars managed. Per City budget department data, the cost for this position is approximately \$136,176 for FY 2024-25. The City of Irvine Program Coordinator would support the following: Quality oversight liaison with State Community Care Licensing Division and ICCP quality consultant, and oversight of ICCP scholarships.

Addition of a full time Program Coordinator to support the Irvine Child Care Program would require City of Irvine approval for hire.

RECOMMENDATION: Approve funding a full time Program Coordinator to support ICCP program beginning FY 2024-25 and beyond.

ITEM 3.2

IRVINE CHILD CARE PROJECT LEASE RENEWAL

IRVINE CHILD CARE PROJECT

TOPIC: IRVINE CHILD CARE PROJECT (ICCP) PROVIDER LEASE RENEWAL

- **DESCRIPTION:** Continued compliance with each of the following is required for annual lease renewal of ICCP child care program operators for each site:
 - State of California Community Care Licensing Requirements,
 - All health and safety best practices as indicated by the Orange County Health Care Agency and the California Department of Public Health, and;
 - ICCP quality standards as evidenced by on-site assessment and the evaluation of any follow-up documentation submitted as required

All 29 ICCP programs have demonstrated continued compliance with the criteria listed above and are recommended for lease renewal for the 2023-24 Fiscal Year.

RECOMMENDATION: Approve lease renewal for existing ICCP provider agencies at each site for Fiscal Year 2023-24.

ITEM 3.3

IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FISCAL YEAR 2023-24 WITH MULTI-YEAR PROJECTIONS

IRVINE CHILD CARE PROJECT

TOPIC:IRVINECHILDCAREPROJECT(ICCP)PROPOSEDBUDGETFORFISCALYEAR2023-24WITHMULTI-YEARBUDGETPROJECTIONS

DESCRIPTION: Submitted for the Board's review and approval is the proposed ICCP Budget for Fiscal Year 2023-24 with Multi Year Budget Projection for Fiscal Year 2024-25, Fiscal Year 2025-26, and Fiscal Year 2026-27.

RECOMMENDATION: Approve the Fiscal Year 2023-24 Budget.

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2023-24 with Multi Year Budget Projection - No Rent Increase

	2022-23	2023-24	2024-25	2025-26	2026-27
OPERATING FUND	Estimated	Proposed	Projected	Projected	Projected
Program Description	Actuals	Budget	Budget	Budget	Budget
ICCP - Regular Programs					
COST CENTER 005710					
REVENUE					
8650 Portable Fees Cnty	\$1,957,712	\$1,970,668	\$1,970,668	\$1,970,668	\$1,970,668
8660 Interest Income Cnty	\$45,000	\$30,000	\$25,000	\$20,000	\$15,000
Total Revenue:	\$2,002,712	\$2,000,668	\$1,995,668	\$1,990,668	\$1,985,668
OPERATING EXPENDITURES					
4305 Campus Safety	\$9,787	\$2,250 (1)	\$2,300 (1)	\$2,300 (1)	\$2,300 (1)
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$113,271	\$118,935 (2)	\$124,881 (2)	\$131,125 (2)	\$137,682 (2)
5500 Utilities	\$100,890	\$105,935 (2)	\$111,232 (2)	\$116,793 (2)	\$122,633 (2)
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5811 Consultants	\$65,000	\$65,000 (3)	\$65,000 (3)	\$65,000 (3)	\$65,000 (3)
5817 Scholarships	\$0	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200
5838 Audit	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500
5861 Facilities & Financial Support / IUSD	\$85,696	\$95,225 (4)	\$95,657 (4)	\$96,106 (4)	\$96,106
5862 Custodial Services	\$584,038	\$663,405 (5)	\$671,267 (5)	\$677,254 (5)	\$682,005 (5)
5864 Program Coordination / City	\$331,970	\$370,500 (6)	\$383,585 (6)	\$397,170 (6)	\$411,282 (6)
Total Operating Expenditures:	\$1,386,352	\$1,546,950	\$1,579,622	\$1,611,448	\$1,642,708
Total Excess (Deficiency):	\$616,360	\$453,718	\$416,046	\$379,219	\$342,960
CAPITAL EXPENDITURES					-
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
5862 Custodial Vehicles	\$35,000	\$0	\$35,000 (7)	\$0	\$35,000 (7)
7439 Debt Service	\$135,173	\$135,173 (8)	\$0	\$0	\$0
Total Capital Expenditures:	\$295,173	\$260,173	\$160,000	\$125,000	\$160,000
Net Increase (Decrease):	\$321,187	\$193,545	\$256,046	\$254,219	\$182,960
Beginning Balance, July 1	\$1,610,426	\$1,931,613	\$2,125,158	\$2,381,204	\$2,635,423
Ending Balance, June 30	\$1,931,613	\$2,125,158	\$2,381,204	\$2,635,423	\$2,818,383
Components of Ending Balance:				- E-	
Capital Facilities (Modular Replacement) Reserve	\$1,881,167	\$2,070,944	\$2,329,015	\$2,583,330	\$2,764,302
3% Operation Reserve	\$50,446	\$54,214	\$52,189	\$52,093	\$54,081

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2023-24 with Multi Year Budget Projection - No Rent Increase

	2022-23	2023-24	2024-25	2025-26	2026-27
GRANT PROGRAM FUNDS Program Description	Estimated Actuals	Proposed Budget	Projected Budget	Projected Budget	Projected Budget
STATE GRANT/CDD					
COST CENTER 005501					
REVENUE					
8290 Child Development Apportionments	\$431,961	\$679,000	\$679,000	\$679,000	\$679,000
8590 Other State Revenue	\$431,961	\$679,000	\$679,000	\$679,000	\$679,000
Total Revenue:	\$863,921	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
EXPENDITURES					
5810 Serv./Contracts	\$863,921	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
Total Expenditures:	\$863,921	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
8689 All Other Fees & Contracts 8699 Other Local Revenue/CDBG	\$86,451 \$418,938	\$136,000 \$64,000	\$136,000 \$64,000	\$136,000 \$64,000	\$136,000
			φο 1,000	001,000	\$64,000
Total Revenue:	\$505,390	\$200,000	\$200,000	\$200,000	\$64,000
Total Revenue:	\$505,390	\$200,000		\$200,000	
Total Revenue: EXPENDITURES	\$505,390 \$505,390	\$200,000 \$200,000			
Total Revenue: EXPENDITURES			\$200,000	\$200,000	\$200,000
Total Revenue: EXPENDITURES 5817 Scholarships	\$505,390	\$200,000	\$200,000 \$200,000	\$200,000 \$200,000	\$200,000 \$200,000
Total Revenue: EXPENDITURES 5817 Scholarships Total Expenditures:	\$505,390 \$505,390	\$200,000 \$200,000	\$200,000 \$200,000 \$200,000	\$200,000 \$200,000 \$200,000	\$200,000 \$200,000 \$200,000
Total Revenue: EXPENDITURES 5817 Scholarships Total Expenditures: Fund Balance (U):	\$505,390 \$505,390	\$200,000 \$200,000	\$200,000 \$200,000 \$200,000	\$200,000 \$200,000 \$200,000	\$200,000 \$200,000 \$200,000
Total Revenue: EXPENDITURES 5817 Scholarships Total Expenditures: Fund Balance (U): GRANT PROGRAM FUND SUMMARY REVENUE	\$505,390 \$505,390 \$0	\$200,000 \$200,000 \$0	\$200,000 \$200,000 \$200,000 \$0	\$200,000 \$200,000 \$200,000 \$0	\$200,000 \$200,000 \$200,000 \$0
Total Revenue: EXPENDITURES 5817 Scholarships Total Expenditures: Fund Balance (U): GRANT PROGRAM FUND SUMMARY	\$505,390 \$505,390 \$0 \$1,369,311	\$200,000 \$200,000 \$0 \$1,558,000	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000
Total Revenue: EXPENDITURES 5817 Scholarships Total Expenditures: Fund Balance (U): GRANT PROGRAM FUND SUMMARY REVENUE EXPENDITURES Total Excess (Deficiency):	\$505,390 \$505,390 \$0 \$1,369,311 \$1,369,311	\$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000	\$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000
Total Revenue: EXPENDITURES 5817 Scholarships Total Expenditures: Fund Balance (U): GRANT PROGRAM FUND SUMMARY REVENUE EXPENDITURES	\$505,390 \$505,390 \$0 \$1,369,311 \$1,369,311 \$1 ,369,311 \$0	\$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000 \$1,558,000 \$0	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000 \$1,558,000 \$0	\$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000 \$1,558,000	\$200,000 \$200,000 \$200,000 \$0 \$1,558,000 \$1,558,000 \$1,558,000 \$0

(Operating Fund + Grant Program Funds)

Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

Proposed Budget FY 2023-24 with Multi Year Budget Projection - No Rent Increase

Budget Assumptions

(1) Budgeted \$8K for AED in FY 2022-23, ID Cards, and potential replacement or addition of one security radio per year.

(2) 5% increase year over year.

(3) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff.

(4) Increase due to FY 2022-23 IUSD Salary Settlement, and projected increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees.

(5) Increase due to FY 2022-23 IUSD Salary Settlement, projected increase for step in column & benefit increases of custodial salaries, and additional fuel costs. Increased custodial supplies \$2K annually starting with FY 2020-21.

(6) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement, a 3.5% increase for salaries, and a Qualtiy Consultant as instructed by City's Finance/Payroll department.

(7) Starting FY 2020-21, projecting \$35k every other year to replace out dated custodial work vans.

(8) Continue debt payment for custodial equipment for another 5 years @ \$8,100/year for a total of \$40,500 FY 2019-20 thru FY 2023-24. Plus yearly payment for purchase of portables from IUSD = \$127,073. Started July 2009 ends June 2024.