



# AGENDA

## IRVINE CHILD CARE PROJECT REGULAR MEETING

Cyril Yu  
President

Ryan Painter  
Vice President

Jenna Berumen  
Clerk

Board Members:  
Tammy Kim  
Christine Knowland

May 13, 2024  
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 [CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-INFORMATION](http://CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-INFORMATION). 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 [ICCP@CITYOFIRVINE.ORG](mailto:ICCP@CITYOFIRVINE.ORG). YOU MAY ALSO PROVIDE LIVE COMMENTS VIA "ZOOM." FOR MORE INFORMATION, VISIT [CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-INFORMATION](http://CITYOFIRVINE.ORG/CHILD-CARE-DEVELOPMENT/IRVINE-CHILD-CARE-PROJECT-BOARD-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 REQUEST TO SPEAK FORM 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 [ICCP@CITYOFIRVINE.ORG](mailto:ICCP@CITYOFIRVINE.ORG). IT WOULD BE APPRECIATED IF WRITTEN COMMUNICATIONS OF PUBLIC COMMENTS RELATED TO ITEMS ON THE AGENDA, OR ITEMS NOT ON THE AGENDA, ARE PROVIDED PRIOR TO THE COMMENCEMENT OF THE MEETING.

**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 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.

---

**2.1 MINUTES**

**RECOMMENDED ACTION:**

Approve the minutes of the Irvine Child Care Project Board regular meeting held on March 18, 2024.

**2.2 WARRANT REQUEST – CATALYST FAMILY INC.**

**RECOMMENDED ACTION:**

Approve payment of \$66,420.00 to Catalyst Family Inc. for child care development services for March 1-31, 2024.

**2.3 WARRANT REQUEST – CATALYST FAMILY INC.**

**RECOMMENDED ACTION:**

Approve payment of \$43,840.00 to Catalyst Family Inc. for Senate Bill 140 Cost of Care Plus Rate Quarterly Payment.

**2.4 WARRANT REQUEST – IRVINE CHILDREN’S FUND (ICF) SCHOLARSHIPS**

**RECOMMENDED ACTION:**

Approve payments for warrants totaling the amount of \$14,697.50 [\$5,697.50 Irvine Recovery Program (IRP); \$9,000.00 (ICF)] for child care services for March 1-31, 2024 funded by ICF scholarships.

- \$ 7,070.75 to Catalyst Family Inc. (\$5,697.50 IRP, \$1,373.75 ICF)
- \$ 0.00 to Creekers Club
- \$ 585.00 to Dolphin Club (ICF)
- \$ 1,373.75 to Kids Stuff (ICF)
- \$ 5,668.00 to Rainbow Rising (ICF)

**2.5 WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)**

**RECOMMENDED ACTION:**

Approve payment of \$83,311.51 for payment for sale of IUSD-owned portables to the Irvine Child Care Project, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization, and Custodial Services for the month of March 2024.

- \$ 55,283.75 for Custodial Services
- \$ 675.00 for Custodial Equipment Amortization
- \$ 10,589.42 for Payment of Portable Purchase
- \$ 8,827.92 for Utilities
- \$ 7,935.42 for Facilities and Financial Support Services

**2.6 WARRANT REQUEST – CITY OF IRVINE**

**RECOMMENDED ACTION:**

Approve payment of \$48,274.34 to the City of Irvine for Contract Services and Program and Grant Administration for the month of March 2024.

- \$ 39,761.52 for Program Administration
- \$ 1,512.82 for Grant Administration
- \$ 7,000.00 for Contract Services

**2.7 WARRANT REQUEST – IRVINE CHILD CARE PROJECT PAYMENTS ISSUED APRIL 2024**

**RECOMMENDED ACTION:**

Receive and file attached record of payments issued April 2024 for service month February 2024.

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

**RECOMMENDED ACTION:**

Receive and accept attached invoices in the total amount of \$1,500.00 paid by IUSD on behalf of ICCP.

**2.9 DEPOSIT OF STATE GRANT APPORTIONMENT**

**RECOMMENDED ACTION:**

Receive and file record of deposit from the California Department of Social Services as follows:

- \$ 95,922.00 01-005-50100-8290
- \$ 108,854.00 01-005-50100-8590

**2.10 DEPOSIT OF PLUS RATE PAYMENT PURSUANT TO SENATE BILL 140**

**RECOMMENDED ACTION:**

Receive and file the record of deposit of funds from the California Department of Social Services as follows:

- \$ 48,315.00 01-005-50100-8590

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

**RECOMMENDED ACTION:**

Receive and file the record of deposit of funds from ICF into the appropriate account as follows:

- \$ 44,465.75 01-005-712-00-8689

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

**RECOMMENDED ACTION:**

Authorize a 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, 2024 through June 30, 2025.

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

**RECOMMENDED ACTION:**

Authorize a 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, 2024 through June 30, 2025.

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

**RECOMMENDED ACTION:**

Authorize a 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, 2024 through June 30, 2025.

**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 IRVINE CHILD CARE PROJECT (ICCP) PROVIDER LEASE RENEWAL**

**RECOMMENDED ACTION:**

Approve lease renewal for existing ICCP provider agencies at each site for Fiscal Year 2024-25.

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

**RECOMMENDED ACTION:**

Approve the Fiscal Year 2024-25 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](http://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 after 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 Board are held on the second Monday of select months at 8:30 a.m. Agendas are posted for viewing at the following locations:

- City Clerk’s Office
- Irvine Police Department
- Main Entrance of City Hall
- Lakeview Senior Center, 20 Lake Rd
- Northwood Community Center, 4521 Bryan Ave
- Rancho Senior Center, 3 Ethel Coplen Way
- William Woollett Jr. Aquatics Center, 4601 Walnut Ave
- City’s webpage at [cityofirvine.org](http://cityofirvine.org)

I hereby certify that the agenda for the regular Irvine Child Care Project Board meeting was posted in accordance with law at the main entrance of City Hall, 1 Civic Center Plaza, Irvine, California, on May 6, 2024 by 5:30 p.m. as well as on the City’s webpage.

Athena Martinez, Board Liaison

**1. REPORTS**

**ITEM 1.1**

**FINANCIAL REPORT**

**Irvine Child Care Project**  
(A California Joint Powers Authority)  
Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of Mar 31, 2024

**Fiscal Year 2023-24 Budget**

Percentage of Year Completed: 75%

OPERATING FUND	2023-24	Current	Encumbered	Actual	Percentage of Year Completed: 75%	
Program Description	Adopted	(Adjusted)	Funds	Recvd/Spent	Balance	%
ICCP - Regular Programs	Budget	Budget	(PO's)	To Date		Used/ Rec'd
<b>REVENUE</b>						
8650 Portable Fees Cnty	\$1,970,668	\$1,970,668	\$0	\$1,478,001	\$492,667	75%
8660 Interest Income Cnty	\$30,000	\$100,000	\$0	\$84,118	\$15,882	84%
8662 Net Changes in Investments	\$0	\$26,141	\$0	\$26,141	\$0	100%
8699 Other Local Revenue	\$0	\$0	\$0	\$433	(\$433)	0%
<b>Total Revenue:</b>	<b>\$2,000,668</b>	<b>\$2,096,809</b>	<b>\$0</b>	<b>\$1,588,693</b>	<b>\$508,116</b>	<b>76%</b>
<b>OPERATING EXPENDITURES</b>						
4305 Campus Safety	\$2,250	\$5,000	\$0	\$3,786	\$1,214	76%
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$663	\$18,654	\$20,682	47%
5450 Insurance	\$118,935	\$130,491	\$0	\$130,491	\$0	100%
5500 Utilities	\$105,935	\$105,935	\$0	\$70,623	\$35,312	67%
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$0	\$0	\$40,000	0%
5811 Consultants	\$65,000	\$65,000	\$0	\$36,000	\$29,000	55%
5817 Scholarships	\$30,000	\$30,372	\$0	\$28,651	\$1,721	94%
5837 Interest Expense	\$2,200	\$15,000	\$0	\$260	\$14,740	2%
5838 Audit	\$13,500	\$33,500	\$0	\$33,500	\$0	100%
5861 Facilities & Financial Support / IUSD	\$95,225	\$95,225	\$0	\$63,483	\$31,742	67%
5862 Custodial Services	\$663,405	\$663,405	\$0	\$442,270	\$221,135	67%
5864 Program Coordination / City	\$370,500	\$360,188	\$0	\$197,303	\$162,885	55%
<b>Total Operating Expenditures:</b>	<b>\$1,546,950</b>	<b>\$1,584,116</b>	<b>\$663</b>	<b>\$1,025,023</b>	<b>\$558,430</b>	<b>65%</b>
<b>Total Excess (Deficiency):</b>	<b>\$453,718</b>	<b>\$512,693</b>	<b>(\$663)</b>	<b>\$563,670</b>		
<b>CAPITAL EXPENDITURES</b>						
6210 Building Improvement / \$5K Threshold	\$125,000	\$125,000	\$0	\$30,244	\$94,756	24%
7439 Debt Service	\$135,173	\$135,173	\$0	\$90,115	\$45,058	67%
<b>Total Capital Expenditures:</b>	<b>\$260,173</b>	<b>\$260,173</b>	<b>\$0</b>	<b>\$120,360</b>	<b>\$139,814</b>	<b>46%</b>
<b>Net Increase (Decrease):</b>	<b>\$193,545</b>	<b>\$252,520</b>		<b>\$443,311</b>		
Beginning Balance, July 1	<b>\$2,141,897</b>	<b>\$2,141,897</b>		<b>\$2,141,897</b>		
Ending Balance, June 30	<b>\$2,335,442</b>	<b>\$2,394,417</b>		<b>\$2,585,208</b>		
<b>Components of Ending Balance:</b>						
Capital Facilities (Modular Replacement) Reserve	\$2,281,229	\$2,339,088		\$2,550,846		
3% Operation Reserve	\$54,214	\$55,329		\$34,361		

**Irvine Child Care Project**  
(A California Joint Powers Authority)  
Statement Of Revenues, Expenditures, and Changes In Fund Balances As Of Mar 31, 2024

**Fiscal Year 2023-24 Budget**

<b>GRANT PROGRAM FUNDS</b>	<b>2023-24</b>	<b>Current</b>	<b>Encumbered</b>	<b>Actual</b>		<b>%</b>
Program Description	Adopted	(Adjusted)	Funds	Recvd/Spent	Balance	Used/ Rec'vd
	Budget	Budget	(PO's)	To Date		
<b>STATE GRANT/CDD</b>						
<a href="#">COST CENTER 005501</a>						
<b>REVENUE</b>						
8290 Child Development Apportionments	\$679,000	\$346,168	\$0	\$229,227	\$116,941	66%
8590 Other State Revenue	\$679,000	\$1,118,768	\$0	\$675,566	\$443,203	60%
<b>Total Revenue:</b>	<b>\$1,358,000</b>	<b>\$1,464,936</b>	<b>\$0</b>	<b>\$904,793</b>	<b>\$560,144</b>	<b>62%</b>
<b>EXPENDITURES</b>						
5810 Serv./Contracts	\$1,358,000	\$1,464,936	\$0	\$653,366	\$811,570	45%
<b>Total Expenditures:</b>	<b>\$1,358,000</b>	<b>\$1,464,936</b>	<b>\$0</b>	<b>\$653,366</b>	<b>\$811,570</b>	<b>45%</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$251,427		
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>						
<a href="#">COST CENTER 005712</a>						
<b>REVENUE</b>						
8689 All Other Fees & Contracts/ICF	\$136,000	\$111,488	\$0	\$34,495	\$76,993	31%
8290 Other Revenue/CDBG	\$64,000	\$238,930	\$0	\$238,930	\$0	100%
<b>Total Revenue:</b>	<b>\$200,000</b>	<b>\$350,418</b>	<b>\$0</b>	<b>\$273,425</b>	<b>\$76,993</b>	<b>78%</b>
<b>EXPENDITURES</b>						
5817 Scholarships	\$200,000	\$350,418	\$0	\$289,917	\$60,502	83%
<b>Total Expenditures:</b>	<b>\$200,000</b>	<b>\$350,418</b>	<b>\$0</b>	<b>\$289,917</b>	<b>\$60,502</b>	<b>83%</b>
Fund Balance (U):	\$0	\$0	\$0	(\$16,491)		
<b>GRANT PROGRAM FUND SUMMARY</b>						
<b>REVENUE</b>	\$1,558,000	\$1,815,354	\$0	\$1,178,218	\$637,137	65%
<b>EXPENDITURES</b>	\$1,558,000	\$1,815,354	\$0	\$943,283	\$872,072	52%
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$234,935</b>		
Beginning Balance, July 1	\$0	\$0	\$0	\$0		
Ending Balance, June 30	\$0	\$0	\$0	\$234,935		
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$2,335,441</b>	<b>\$2,394,417</b>	<b>\$0</b>	<b>\$2,820,143</b>		
(Operating Fund + Grant Program Funds)						

**ITEM 1.2**  
**ADMINISTRATOR'S REPORT**

**Irvine Child Care Project (ICCP) Administrator's Report**  
May 13, 2024

**Scholarships/Grants to Fund Scholarships:**

- Staff is preparing the Fiscal Year (FY) 2024-25 ICCP Scholarship application for dissemination. Existing clients will have a priority window during which they may re-apply for funding if continuous care is needed prior to the application window opening to the public.
- 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](http://cityofirvine.org/child-care-development).

**Program Quality:**

- The next Quarterly Directors' Forum will be held on May 16, 2024 at Quail Hill Community Center. The event will kick off the FY 2024-25 Quality Assessment Process. Staff will lead a FY 2023-24 lessons learned discussion, and provide an overview of changes in the assessment tools, the process, due dates for the FY 2024-25, and highlight program best practices.

## **2. CONSENT CALENDAR**

### **ITEM 2.1 MINUTES**



# MINUTES

## IRVINE CHILD CARE PROJECT REGULAR MEETING

Cyril Yu  
President

**March 18, 2024  
8:30 AM**

Ryan Painter  
Vice President

Jenna Berumen  
Clerk

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

Board Members:  
Tammy Kim  
Christine Knowland

### CALL TO ORDER

The regular meeting of the Irvine Child Care Project Board (Board) was called to order at 8:32 a.m. on March 18, 2024, in Conference Room L102, Irvine Civic Center, 1 Civic Center Plaza, Irvine, California: President Yu presiding.

### ROLL CALL

Present:	3	BOARD MEMBER:	Christine Knowland
		VICE PRESIDENT:	Ryan Painter
		PRESIDENT:	Cyril Yu
Absent	2	BOARD MEMBER:	Tammy Kim
		CLERK:	Jenna Berumen

### PLEDGE OF ALLEGIANCE

President Yu led the Pledge of Allegiance.

### INTRODUCTIONS

There were no introductions.

### PUBLIC COMMENTS – NON-AGENDIZED ITEMS

There were no requests to speak.

**1. REPORTS**

**1.1 FINANCIAL REPORT**

John Fogarty, Irvine Unified School District Assistant Superintendent, reported on the Fiscal Year 2023-24 budget.

**1.2 ADMINISTRATOR'S REPORT**

Ryan McGraw, Community Services Superintendent, reported on Children's Home Society of California receiving additional funding to assist with child care and the status of the May 16 Irvine Child Care Project Directors' Forum.

**BOARD ANNOUNCEMENTS/COMMITTEE REPORTS/COMMITTEE UPDATES**

There were no Board announcements or committee reports/updates.

**ADDITIONS AND DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**2. CONSENT CALENDAR**

**ACTION:** Moved by Vice President Painter, seconded by Board Member Knowland, and unanimously carried by those members present (Board Members Berumen and Kim absent) to approve Consent Calendar items 2.1 through 2.6.

**2.1 MINUTES**

**ACTION:**  
Approved the minutes of the Irvine Child Care Project Board regular meeting held on February 12, 2024.

**2.2 WARRANT REQUEST – CATALYST FAMILY INC.**

**ACTION:**  
Approved payment of \$71,500.79 to Catalyst Family Inc. for child care development services for January 1-31, 2024.

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

**ACTION:**  
Approved payments for warrants totaling the amount of \$15,017.75 [\$15,007.75 Irvine Recovery Program (IRP); \$10 Irvine Child Care Project (ICCP)] for child care services for January 1-31, 2024 funded by ICF scholarships.

- \$ 7,418.50 to Catalyst Family Inc. (IRP)
- \$ 0.00 to Creekers Club
- \$ 547.50 to Dolphin Club (IRP)
- \$ 1,373.75 to Kids Stuff (IRP)
- \$ 5,678.00 to Rainbow Rising (\$5,668.00 IRP; \$10.00 ICCP)

**2.4 WARRANT REQUESTS – IRVINE UNIFIED SCHOOL DISTRICT (IUSD)**

**ACTION:**

Approved payment of \$83,311.51 for sale of IUSD-owned portables to Irvine Child Care Project, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization, and Custodial Services for the month of January 2024.

- \$ 55,283.75 for Custodial Services
- \$ 675.00 for Custodial Equipment Amortization
- \$ 10,589.42 for Payment of Portable Purchase
- \$ 8,827.92 for Utilities
- \$ 7,935.42 for Facilities and Financial Support Services

**2.5 WARRANT REQUEST – IRVINE UNIFIED SCHOOL DISTRICT WORK ORDER CHARGE BACKS**

**ACTION:**

Approved payment of \$9,277.71 for Irvine Child Care Project Work Order charge backs for Fiscal Year 2023-24, Quarter 2.

**2.6 WARRANT REQUEST – CITY OF IRVINE**

**ACTION:**

Approved payment of \$31,968.82 to the City of Irvine for Contract Services and Program and Grant Administration for the month of January 2024.

- \$ 25,338.80 for Program Administration
- \$ 1,430.02 for Grant Administration
- \$ 5,000.00 for Contract Services

**3. BOARD BUSINESS**

**3.1 DETERMINATION OF FISCAL YEAR 2024-25 GENERAL CHILD CARE AND DEVELOPMENT GRANT ADMINISTRATIVE FEE**

**ACTION:**

Moved by Board Member Knowland, seconded by Vice President Painter, and unanimously carried by those members present (Board Members Berumen and Kim absent) to approve a 2% administrative

**fee for the General Child Care and Development Program for inclusion in the Fiscal Year 2024-25 contract with Catalyst Family Inc.**

**3.2 DETERMINATION OF FISCAL YEAR 2024-25 IRVINE CHILD CARE PROJECT (ICCP) PROVIDER RENTAL RATE**

Discussion included: Notifying ICCP providers of the Board’s intent to increase the rental rate by 1% or more in Fiscal Year (FY) 2025-26.

**ACTION:**

**Moved by Board Member Knowland, seconded by Vice President Painter, and unanimously carried by those members present (Board Members Berumen and Kim absent) to approve Option 1: No rental rate increase for FY 2024-25.**

**3.3 IRVINE CHILD CARE PROJECT (ICCP) PROPOSED BUDGET FOR FISCAL YEAR 2024-25 WITH MULTI-YEAR BUDGET PROJECTIONS**

Discussion included: ICCP provider rental rate impacts on the ICCP budget; increased costs related to facility support, program coordination, audit costs, and custodial costs; advantage of predictable/regular low rental rate increases as opposed to infrequent larger rental rate increases.

**ACTION:**

**Submitted for Board review and discussion.**

**3.4 IRVINE CHILD CARE PROJECT REVISED 2024 BOARD MEETING SCHEDULE**

**ACTION:**

**Moved by Board Member Knowland, seconded by Vice President Painter, and unanimously carried by those members present (Board Members Berumen and Kim absent) to approve the revised 2024 Board meeting schedule.**

**ADJOURNMENT**

**Moved by Vice President Painter, seconded by Board Member Knowland, and unanimously carried by those members present to adjourn the meeting at 8:52 a.m.**

\_\_\_\_\_  
CYRIL YU, PRESIDENT

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

\_\_\_\_\_  
SHANE DINEEN  
RECORDING SECRETARY

**ITEM 2.2**

**WARRANT REQUEST –  
CATALYST FAMILY INC.  
March 1-31, 2024**

**IRVINE CHILD CARE PROJECT**

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

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of **\$66,420.00** for child care development services for the month of **March 2024**. This provider served a total of 78 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of **\$66,420.00** are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of **\$66,420.00** to Catalyst Family Inc. for child care development services for March 1-31, 2024.

**IRVINE CHILD CARE PROJECT**

**DATE: May 13, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	<b>\$66,420.00</b>
	<b>TOTAL</b>	<b>\$66,420.00</b>

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	<b>\$66,420.00</b>
<b>TOTAL</b>	<b>\$66,420.00</b>

**ATTENDANCE SUMMARY  
CERTIFIED CHILDREN**

**STATE GRANT**

**March 2024  
(21 days of service)**

**CATALYST FAMILY INC.:**

Stonegate	0	Children served
	0	Child days of enrollment
Oak Creek	12	Children served
	232	Child days of enrollment
Vista Verde	0	Children served
	0	Child days of enrollment
Plaza Vista	14	Children served
	264	Child days of enrollment
Canyon View	0	Children served
	0	Child days of enrollment
Turtle Rock	17	Children served
	353	Child days of enrollment
Springbrook	4	Children served
	84	Child days of enrollment
Deerfield	16	Children served
	293	Child days of enrollment
University Park	15	Children served
	239	Child days of enrollment
<b><u>TOTALS:</u></b>	<b>78</b>	<b>Children served</b>
	<b>1,525</b>	<b>Child days of enrollment</b>
<b><u>YEAR-TO-DATE:</u></b>	<b>748</b>	<b>Children served</b>
	<b>13,293</b>	<b>Child days of enrollment</b>



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

**INVOICE NUMBER**  
**5040-MAR24**

DATE: **April 8, 2024**

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

Attention: Traci Stubbler

DESCRIPTION	PRICE	AMOUNT
General child development services provided in period <b>March 1, 2024</b> through <b>March 31, 2024</b>		
Fiscal Year 2023-2024 Contract Type: <b>CCTR-3191</b>		
Service fees of <b>1,108.27</b> days @ <b>\$61.26</b>	\$67,892.40	
Less Certified Parent fees	- <b>\$144.00</b>	
Contract earnings to District	\$67,748.40	
Adjustment for District Indirect Cost <b>1.02</b> =	\$1,328.40	
<b>Total Balance Due to Catalyst Family Inc.</b>		<b><u>\$66,420.00</u></b>
<b><u>Billing Summary:</u></b>		
Cumulative Prior Period Amount Billed	\$544,987.73	
Current Period Billing	<u>\$66,420.00</u>	
Cumulative Fiscal Year Amount Billed	\$611,407.73	
Contract Maximum Billable	\$1,436,211.76	
Available remaining balance	\$824,804.03	

**ITEM 2.3**

**WARRANT REQUEST –  
CATALYST FAMILY INC.**

**Senate Bill 140 Cost of Care Plus Rate  
Quarterly Payment**

## **IRVINE CHILD CARE PROJECT**

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

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of \$43,840.00 to receive quarterly 'Cost of Care Plus Rate Payment' pursuant to Senate Bill (SB) 140.

Payments will be issued on a quarterly basis for services rendered December 2023 through June 2025.

This is the first disbursement, which is to cover estimated payments for April, May, and June 2024 and has been issued through the State controller's office, outside of regular contracts.

**RECOMMENDATION:** Approve payment of \$43,840.00 to Catalyst Family Inc. for SB140 Cost of Care Plus Rate Quarterly Payment.

**IRVINE CHILD CARE PROJECT**

**DATE: *May 13, 2024***

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	005501-59-5810	\$ 43,840.00
	<b>TOTAL</b>	<b>\$ 43,840.00</b>

EXPENDITURE CLASSIFICATION SUMMARY

005501-59-5810	\$ 43,840.00
<b>TOTAL</b>	<b>\$ 43,840.00</b>



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

### Invoice

DATE	INVOICE #
3/25/2024	1906-ICCP-02

<b>BILL TO</b>
<b>Irvine Child Care Project</b> 14341 Yale Avenue Irvine, CA. 92604 Attention: Traci Stubbler

DESCRIPTION	Amount																																																		
<p>Pursuant to SB 140 and WIC Sections 10277.1 and 10277.2, all types of child care providers will receive a monthly, per-child payment intended to supplement subsidized child care reimbursement. Payments to child care providers shall begin on January 1, 2024, beginning with service month December 2023. Payments will continue through service month May 2025 with final payments made in June 2025.  <i>Catalyst requests for the distribution of this monthly per child Cost of Care Plus Rate pursuant to Senate Bill (SB) 140 based on the estimate <u>amount ICCP has received</u>. The estimate is as follow and based on the Southern Region (\$160/child) where Catalyst Kids sites serving ICCP CCTR contract.</i></p> <p style="text-align: center;"><b>Estimate Payment for months: April - June 2024</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Catalyst Kids site(s):</u></th> <th colspan="3" style="text-align: center;"><u>Estimate # of children</u></th> <th></th> </tr> <tr> <th></th> <th style="text-align: center;"><u>Month 1</u></th> <th style="text-align: center;"><u>Month 2</u></th> <th style="text-align: center;"><u>Month 3</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>50576 OAK CREEK - Catalyst Kids</td> <td style="text-align: center;">13</td> <td style="text-align: center;">13</td> <td style="text-align: center;">13</td> <td style="text-align: right;">\$6,240</td> </tr> <tr> <td>50585 PLAZA VISTA - Catalyst Kids</td> <td style="text-align: center;">20</td> <td style="text-align: center;">20</td> <td style="text-align: center;">20</td> <td style="text-align: right;">\$9,600</td> </tr> <tr> <td>50588 TURTLE ROCK - Catalyst Kids</td> <td style="text-align: center;">15</td> <td style="text-align: center;">15</td> <td style="text-align: center;">15</td> <td style="text-align: right;">\$7,200</td> </tr> <tr> <td>50589 SPRINGBROOK - Catalyst Kids</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> <td style="text-align: right;">\$1,920</td> </tr> <tr> <td>50590 DEERFIELD - Catalyst Kids</td> <td style="text-align: center;">18</td> <td style="text-align: center;">18</td> <td style="text-align: center;">17</td> <td style="text-align: right;">\$8,480</td> </tr> <tr> <td>50591 UNIVERSITY PARK - Catalyst Kids</td> <td style="text-align: center;">21</td> <td style="text-align: center;">21</td> <td style="text-align: center;">21</td> <td style="text-align: right;">\$10,080</td> </tr> <tr> <td style="text-align: right;"><b>Total estimate enrolling children</b></td> <td style="text-align: center;"><b>91</b></td> <td style="text-align: center;"><b>91</b></td> <td style="text-align: center;"><b>90</b></td> <td></td> </tr> <tr> <td style="text-align: right;">*Shortfall from Round1 Cost of Care+ Payment  <small>*(see details in email communication)</small></td> <td style="text-align: center;">2</td> <td></td> <td></td> <td style="text-align: right;">\$320</td> </tr> </tbody> </table>	<u>Catalyst Kids site(s):</u>	<u>Estimate # of children</u>					<u>Month 1</u>	<u>Month 2</u>	<u>Month 3</u>		50576 OAK CREEK - Catalyst Kids	13	13	13	\$6,240	50585 PLAZA VISTA - Catalyst Kids	20	20	20	\$9,600	50588 TURTLE ROCK - Catalyst Kids	15	15	15	\$7,200	50589 SPRINGBROOK - Catalyst Kids	4	4	4	\$1,920	50590 DEERFIELD - Catalyst Kids	18	18	17	\$8,480	50591 UNIVERSITY PARK - Catalyst Kids	21	21	21	\$10,080	<b>Total estimate enrolling children</b>	<b>91</b>	<b>91</b>	<b>90</b>		*Shortfall from Round1 Cost of Care+ Payment <small>*(see details in email communication)</small>	2			\$320	
<u>Catalyst Kids site(s):</u>	<u>Estimate # of children</u>																																																		
	<u>Month 1</u>	<u>Month 2</u>	<u>Month 3</u>																																																
50576 OAK CREEK - Catalyst Kids	13	13	13	\$6,240																																															
50585 PLAZA VISTA - Catalyst Kids	20	20	20	\$9,600																																															
50588 TURTLE ROCK - Catalyst Kids	15	15	15	\$7,200																																															
50589 SPRINGBROOK - Catalyst Kids	4	4	4	\$1,920																																															
50590 DEERFIELD - Catalyst Kids	18	18	17	\$8,480																																															
50591 UNIVERSITY PARK - Catalyst Kids	21	21	21	\$10,080																																															
<b>Total estimate enrolling children</b>	<b>91</b>	<b>91</b>	<b>90</b>																																																
*Shortfall from Round1 Cost of Care+ Payment <small>*(see details in email communication)</small>	2			\$320																																															
<p>Please make <b>payable to Catalyst Family Inc.</b></p> <p>For question, please contact Tracy Pham-Trang via email  ttrang@catalystfamily.org</p>	<p><b>Total</b></p> <p><b><u>\$43,840</u></b></p>																																																		

**ITEM 2.4**

**WARRANT REQUESTS –  
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 **\$14,697.50** [**\$5,697.50 Irvine Recovery Plan (IRP); \$9,000 ICF**] are submitted for the Board’s review and approval for ICF Scholarships during the month of **March 2024**. The warrants to be issued are as follows:

- \$7,070.75** to Catalyst Family Inc. (**\$5,697.50 IRP; \$1,373.25 ICF**)
- \$0.00** to Creekers Club
- \$585.00** to Dolphin Club (**ICF**)
- \$1,373.75** to Kids Stuff (**ICF**)
- \$5,668.00** to Rainbow Rising (**ICF**)

A site-by-site breakdown follows.

**RECOMMENDATION:** Approve payments for warrants totaling the amount of **\$14,697.50** [**\$5,697.50 Irvine Recovery Plan (IRP); \$9,000 ICF**] for child care services for March 1-31, 2024 funded by ICF scholarships.

**IRVINE CHILD CARE PROJECT**

**DATE: April 1, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	<b>\$7,070.75</b>
CREEKERS CLUB	00571259-5817	<b>\$0.00</b>
DOLPHIN CLUB	00571259-5817	<b>\$585.00</b>
KIDS STUFF	00571259-5817	<b>\$1,373.75</b>
RAINBOW RISING	00571259-5817	<b>\$5,668.00</b>
	<b>TOTAL</b>	<b>\$14,697.50</b>

**ATTENDANCE SUMMARY**  
**IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM**  
**March 2024**

<i>Alderwood</i>	1	Children served
<i>Beacon Park</i>	2	Children served
<i>Bonita Canyon</i>	1	Children served
<i>Brywood</i>	2	Children served
<i>Cadence Park</i>	1	Children served
<i>Canyon View</i>	0	Children served
<i>College Park</i>	0	Children served
<i>Culverdale</i>	1	Children served
<i>Cypress Village</i>	1	Children served
<i>Deerfield</i>	0	Children served
<i>Eastshore</i>	1	Children served
<i>Eastwood</i>	0	Children served
<i>Greentree</i>	0	Children served
<i>Loma Ridge</i>	0	Children served
<i>Meadow Park</i>	2	Children served

<i>Northwood</i>	2	Children served
<i>Oak Creek</i>	1	Children served
<i>Plaza Vista</i>	1	Children served
<i>Portola Springs</i>	0	Children served
<i>Santiago Hills</i>	1	Children served
<i>Solis Park</i>	0	Children served
<i>Springbrook</i>	0	Children served
<i>Stone Creek</i>	0	Children served
<i>Stonegate</i>	3	Children served
<i>Turtle Rock</i>	0	Children served
<i>University Park</i>	0	Children served
<i>Vista Verde</i>	2	Children served
<i>Westpark</i>	1	Children served
<i>Woodbury</i>	1	Children served

**March 2024:**

Number of Children Served: 24  
Number of Child Days of Enrollment: 380  
Number of Sites Served: 17  
Funds Awarded: \$14,697.50  
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: 29  
Number of Child Days of Enrollment: 3,216  
Number of Sites Served: 18  
Funds Awarded: \$126,175.00

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

**For the Month of March 2024**

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 2024**, reimbursement amounts of:

Oak Creek	\$950.00 (ICF)
Plaza Vista	\$948.75 (\$525.50 IRP; \$423.25 ICF)
Stonegate	\$2,778.75 (IRP)
Vista Verde	\$1,632.00 (IRP)
Woodbury	\$761.25 (IRP)
<b>Total Amount due to Catalyst Family Inc.:</b>	<b>\$7,070.75 (\$5,697.50 IRP; \$1,373.25 ICF)</b>

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

**For the Month of March 2024**

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 2024**, reimbursement amounts of:

Eastshore	\$585.00 (ICF)
-----------	----------------

<b>Total Amount due to Dolphin Club:</b>	<b>\$585.00 (ICF)</b>
--	-----------------------

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

**For the Month of March 2024**

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 2024**, reimbursement amounts of:

Brywood	\$683.75 (ICF)
Santiago Hills	\$690.00 (ICF)
<b>Total Amount due to Kids Stuff:</b>	<b>\$1,373.75 (ICF)</b>

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

**For the Month of March 2024**

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 2024**, reimbursement amounts of:

Alderwood	\$264.50	(ICF)
Beacon Park	\$805.00	(ICF)
Bonita Canyon	\$287.00	(ICF)
Cadence Park	\$669.75	(ICF)
Culverdale	\$358.50	(ICF)
Cypress Village	\$357.00	(ICF)
Meadow Park	\$1,139.25	(ICF)
Northwood	\$1,389.50	(ICF)
Westpark	\$397.50	(ICF)
<b>Total Amount due to Rainbow Rising:</b>	<b>\$5,668.00</b>	<b>(ICF)</b>

**ITEM 2.5**

**WARRANT REQUESTS –  
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 **\$83,311.51** for payment for sale of IUSD-owned portables to the Irvine Child Care Project, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of March 2024.

The specific breakdown is as follows:

- \$55,283.75 for Custodial Services
- \$675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$8,827.92 for Utilities
- \$7,935.42 for Facilities & Financial Support

**RECOMMENDATION:** Approve payment of **\$83,311.51** for payment for sale of IUSD-owned portables to the Irvine Child Care Project, Utilities, Facilities and Financial Support Services, Custodial Equipment Amortization and Custodial Services for the month of March 2024.

IRVINE CHILD CARE PROJECT

**DATE: May 13, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	00571059-5862	\$55,283.75
IUSD	00571081-7439	\$675.00
IUSD	00571081-7439	\$10,589.42
IUSD	00571081-5500	\$8,827.92
IUSD	00571059-5861	\$7,935.42
	<b>TOTAL</b>	<b>\$83,311.51</b>

EXPENDITURE CLASSIFICATION SUMMARY

	00571059-5862	\$55,283.75
	00571081-7439	\$675.00
	00571081-7439	\$10,589.42
	00571081-5500	\$8,827.92
	00571059-5861	\$7,935.42
	<b>TOTAL</b>	<b>\$83,311.51</b>



# INVOICE

Page # 1

## Irvine Unified School District

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

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

ACCT ID:	V7501158
INVOICE NUMBER:	75TI0118
DIVISION:	75GN
TERM:	2324
INVOICE DATE:	03/01/24
DUE DATE:	03/31/24
AMOUNT DUE	<b>\$83,311.51</b>

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	10589.42		0100000000 8953	March 2024: Sale of IUSD- Owned Portables	10,589.42
2	1	8,827.92		0100000000 8650	March 2024: Utilities	8,827.92
3	1	7,935.42		0100000000 8699	March 2024: Facilities & Financial Support Services	7,935.42
4	1	675.00		0100000000 8699	March 2024: Custodian Equip	675.00
5	1	55283.75		0100505400 8699	March 2024: Custodian Svcs  Tax	55,283.75
<b>INVOICE TOTAL</b>						<b>\$83,311.51</b>

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	75TI0118
DIV:	75GN
TERM:	2324
Due Date	03/31/24
Amount Due	\$83,311.51
Amount Paid	\$ _____

**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 **\$48,274.34** for Contract Services and Program and Grant Administration for the month of March 2024.

The specific breakdown is as follows:

\$39,761.52 for Program Administration

\$1,512.82 for Grant Administration

\$7,000.00 for Contract Services

**RECOMMENDATION:** Approve payment of **\$48,274.34** to the City of Irvine for Contract Services and Program and Grant Administration for the month of March 2024.

IRVINE CHILD CARE PROJECT

**DATE: May 13, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	005710-59-5864	\$39,761.52
IUSD	005501-59-5810	\$1,512.82
IUSD	005710-59-5811	\$7,000.00
IUSD	005710-59-4305	
	<b>TOTAL</b>	<b>\$48,274.34</b>

EXPENDITURE CLASSIFICATION SUMMARY

005710-59-5864	\$39,761.52
005501-59-5810	\$1,512.82
005710-59-5811	\$7,000.00
005710-59-4305	
<b>TOTAL</b>	<b>\$48,274.34</b>



**City of Irvine**  
 FINANCE DEPARTMENT  
 P.O. BOX 19575  
 IRVINE, CA 92623-9575  
 949-724-6041

**CUSTOMER NO.** C4604  
**INVOICE NO.** 220304  
**INVOICE DATE** 04/16/2024

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

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

**Past due accounts may be referred to a collection agency.**

	Original Amount	\$48,274.34
<hr/>		
MARCH 2024 STAFFING: ADMINISTRATION = \$39,561.52		
STAFFING: GRANT ADMINISTRATION = \$1,512.82		
SUPPLIES = \$0		
DUPLICATING = \$200.00		
CONTRACT SERVICES PAID ON CARD = \$0		
CONTRACT SERVICES = \$7,000		
LOCAL TRAVEL = \$0		
TOTAL \$48,274.34		

**Total Due: \$48,274.34**

**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 #:** 220304  
**INVOICE DATE:** 04/16/2024  
**TOTAL AMOUNT DUE:** \$48,274.34

**TOTAL PAYMENT:**  
 \$ \_\_\_\_\_

**ITEM 2.7**

**IRVINE CHILD CARE PROJECT (ICCP)  
PAYMENTS ISSUED APRIL 2024**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **IRVINE CHILD CARE PROJECT (ICCP) PAYMENTS ISSUED APRIL 2024**

**DESCRIPTION:** The ICCP Board did not convene a regular meeting in April 2024, therefore, the following invoices totaling \$202,209.31 were approved for payment by Board President Cyril Yu and Vice President Ryan Painter.

The accounting sheet is attached for review.

**RECOMMENDATION:** Receive and file attached record of payments issued April 2024 for service month February 2024.

## IRVINE CHILD CARE PROJECT

<b>Service Month:</b>	<b>Feb 24</b>	<b>Board Approval Date:</b>	<b>3/26/2024</b>	<b>Date Delivered to Accounting:</b>	<b>3/28/2024</b>
<b>ICCP Contact Person: Denise Chang 949-724-6724, dchang@cityofirvine.org</b>			<b>IUSD Contact Person: Samaneh Kazem, SamanehKazem@iusd.org</b>		

	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT. DUE	
Catalyst Family Inc.	V4100123	State CCTR Grant	01-005-501-59-5810	5040-FEB24	\$ 63,480.32	
Catalyst Family Inc.	V4100123	State CCTR Grant	01-005-501-59-5810	5040-FY24-Q2 ADJ	\$ 9,242.12	\$ 72,722.44
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT. DUE	
Catalyst Family Inc.	V4100123	Scholarships - ICF	01-005-712-59-5817	Feb-24	\$ 7,133.75	
Creekers Club	V4100002	Scholarships - ICF	01-005-712-59-5817			
Dolphin Club	V4100003	Scholarships - ICF	01-005-712-59-5817	Feb-24	\$ 547.50	
Kids Stuff	V4100005	Scholarships - ICF	01-005-712-59-5817	Feb-24	\$ 1,411.25	
Rainbow Rising	V4100007	Scholarships - ICF	01-005-712-59-5817	Feb-24	\$ 5,668.00	\$ 14,760.50
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT. DUE	
Catalyst Family Inc.	V4100123	Scholarships - ICF CV	01-005-712-59-5817			
Creekers Club	V4100002	Scholarships - ICF CV	01-005-712-59-5817			
Dolphin Club	V4100003	Scholarships - ICF CV	01-005-712-59-5817			
Kid's Stuff	V4100005	Scholarships - ICF CV	01-005-712-59-5817			
Rainbow Rising	V4100007	Scholarships - ICF CV	01-005-712-59-5817		\$	-
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT. DUE	
Catalyst Family Inc.	V4100123	Scholarships - ICCP	01-005-710-59-5817			
Creekers Club	V4100002	Scholarships - ICCP	01-005-710-59-5817			
Dolphin Club	V4100003	Scholarships - ICCP	01-005-710-59-5817			
Kid's Stuff	V4100005	Scholarships - ICCP	01-005-710-59-5817			
Rainbow Rising	V4100007	Scholarships - ICCP	01-005-710-59-5817		\$	-
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT. DUE	
Irvine Unified School District	V4100011	Custodial Service	01-005-710-59-5862	75TI0101	\$ 55,283.75	
	V4100011	Custodial Equip-5 yr amortization	01-005-710-91-7439	75TI0101	\$ 675.00	
	V4100011	Debt Service on Portable Purchase	01-005-710-91-7439	75TI0101	\$ 10,589.42	
	V4100011	Utilities	01-005-710-81-5500	75TI0101	\$ 8,827.92	
	V4100011	Facilities & Financial Support	01-005-710-59-5861	75TI0101	\$ 7,935.42	
	V4100011	Work Order Charges	01-005-710-59-4306			
	V4100011	Site improvement	01-005-710-85-6210			
	V4100011	Rehab & Repair	01-005-710-59-5601			
	V4100011	Portable Replacement	01-005-710-85-6230		\$	\$ 83,311.51
	VENDOR #	DESC.	EXP./Classification	Invoice #	AMT. DUE	
City Of Irvine	V4100010	Program Administration	01-005-710-59-5864	220052	\$ 26,145.25	
	V4100010	State CCTR Grant Administration	01-005-501-59-5810	220052	\$ 1,269.61	
	V4100010	Contract Services	01-005-710-59-5811	220052	\$ 4,000.00	\$ 31,414.86
					<b>Total</b>	<b>\$ 202,209.31</b>

*This is to certify that the above items were approved for payment on:*

Approved via e-mail by Board President Cyril Yu on 3/25/24

Approved via e-mail by Board Vice President Ryan Painter on 3/26/24

## IRVINE CHILD CARE PROJECT

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

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of **\$63,480.32** for child care development services for the month of **February 2024**. This provider served a total of 85 children during this month.

A site-by-site breakdown of service follows.

The attached invoice and warrant request in the amount of **\$63,480.32** are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of **\$63,480.32** to Catalyst Family Inc. for child care development services for February 1-29, 2024.

**IRVINE CHILD CARE PROJECT**

**DATE: March 1, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	<b>\$63,480.32</b>
	<b>TOTAL</b>	<b>\$63,480.32</b>

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	<b>\$63,480.32</b>
<b>TOTAL</b>	<b>\$63,480.32</b>

**ATTENDANCE SUMMARY  
CERTIFIED CHILDREN**

**STATE GRANT**

**February 2024  
(20 days of service)**

**CATALYST FAMILY INC.:**

Stonegate	0	Children served
	0	Child days of enrollment
Oak Creek	12	Children served
	214	Child days of enrollment
Vista Verde	0	Children served
	0	Child days of enrollment
Plaza Vista	19	Children served
	319	Child days of enrollment
Canyon View	0	Children served
	0	Child days of enrollment
Turtle Rock	15	Children served
	291	Child days of enrollment
Springbrook	4	Children served
	80	Child days of enrollment
Deerfield	16	Children served
	282	Child days of enrollment
University Park	19	Children served
	292	Child days of enrollment
<b><u>TOTALS:</u></b>	<b>85</b>	<b>Children served</b>
	<b>1,478</b>	<b>Child days of enrollment</b>
<b><u>YEAR-TO-DATE:</u></b>	<b>670</b>	<b>Children served</b>
	<b>11,768</b>	<b>Child days of enrollment</b>



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

**INVOICE NUMBER**  
**5040-FEB24**

DATE: **March 8, 2024**

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

Attention: Traci Stubbler

DESCRIPTION	PRICE	AMOUNT
General child development services provided in period <b>February 1, 2024</b> through <b>February 29, 2024</b>		
Fiscal Year 2023-2024 Contract Type: <b>CCTR-3191</b>		
Service fees of <b>1,053.13</b> days @ <b>\$61.26</b>	\$64,514.78	
Less Certified Parent fees	- <b>(\$235.15)</b>	
Contract earnings to District	\$64,749.93	
Adjustment for District Indirect Cost <b>1.02</b> =	\$1,269.61	
<b>Total Balance Due to Catalyst Family Inc.</b>		<b><u>\$63,480.32</u></b>
<b><u>Billing Summary:</u></b>		
Cumulative Prior Period Amount Billed	\$481,507.41	
Current Period Billing	<u>\$63,480.32</u>	
Cumulative Fiscal Year Amount Billed	\$544,987.73	
Contract Maximum Billable	\$1,436,211.76	
Available remaining balance	\$891,224.03	

## IRVINE CHILD CARE PROJECT

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

**DESCRIPTION:** Catalyst Family Inc. has submitted an invoice in the amount of **\$9,242.12** for child care development services provided in the period **July 1, 2023 - December 31, 2023**.

This amount is to capture the remaining contract earnings as calculated by the California Department of Social Services (CDSS).

The attached invoice and warrant request in the amount of **\$9,242.12** are submitted for the Board's review and approval.

**RECOMMENDATION:** Approve payment of **\$9,242.12** to Catalyst Family Inc. for the FY22-23 adjustment for child care development services provided in the period **July 1, 2023 - December 31, 2023**.

**IRVINE CHILD CARE PROJECT**

**DATE: March 1, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00550159-5810	<b>\$9,242.12</b>
	<b>TOTAL</b>	<b>\$9,242.12</b>

EXPENDITURE CLASSIFICATION SUMMARY

00550159-5810	<b>\$9,242.12</b>	
	<b>TOTAL</b>	<b>\$9,242.12</b>



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

DATE: **January 30, 2024**

INVOICE NUMBER: **5040-FY24-Q2 ADJ**

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

DESCRIPTION			
General child development services provided in period <b>July 1, 2023</b> through <b>December 31, 2023</b>			
Fiscal Year 2023-2024 Contract Type: <b>CCTR-3191</b>			
	YTD Original Invoiced (Jul23 - Dec23)	Contract Earnings (Net Reimbursable Expenses) CDSS Calculation	CDSS Calc vs. Original Invoiced (Variances)
<b>Gross Amount Based on Services (Enrollments)</b>	\$411,504.06	n/a	
<b>YTD Actual Net Reimbursable Expenses</b>	n/a	\$420,931.00	\$9,426.94
<i>Less Family (Parent) Fees Collected:</i>	<i>(\$2,724.25)</i>	<i>(\$2,724.25)</i>	<i>\$0.00</i>
<i>Less School District Indirect Cost</i>	<i>(\$8,015.31)</i>	<i>(\$8,200.13)</i>	<i>(\$184.82)</i>
<b>Net YTD Total Invoiced (Jul23 thru Dec23)=</b>	<b>\$400,764.50</b>	\$410,006.62	\$9,242.12
<b>Net YTD Q2 Billing Adjustment Balance Due to Catalyst Family Inc.</b>			<b>\$9,242.12</b>

**IRVINE CHILD CARE PROJECT**

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

**DESCRIPTION:** Warrant requests in the amount of **\$14,760.50 (IRP)** are submitted for the Board’s review and approval for ICF Scholarships during the month of **February 2024**. The warrants to be issued are as follows:

**\$7,133.75** to Catalyst Family Inc. **(IRP)**

**\$0.00** to Creekers Club

**\$547.50** to Dolphin Club **(IRP)**

**\$1,411.25** to Kids Stuff **(IRP)**

**\$5,668.00** to Rainbow Rising **(IRP)**

A site-by-site breakdown follows.

**RECOMMENDATION:** Approve payments for warrants totaling the amount of **\$14,760.50 (IRP)** for child care services for February 1-29, 2024 funded by ICF scholarships.

**IRVINE CHILD CARE PROJECT**

**DATE: March 1, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
CATALYST FAMILY INC.	00571259-5817	<b>\$7,133.75</b>
CREEKERS CLUB	00571259-5817	<b>\$0.00</b>
DOLPHIN CLUB	00571259-5817	<b>\$547.50</b>
KIDS STUFF	00571259-5817	<b>\$1,411.25</b>
RAINBOW RISING	00571259-5817	<b>\$5,668.00</b>
	<b>TOTAL</b>	<b>\$14,760.50</b>

**ATTENDANCE SUMMARY**  
**IRVINE CHILDREN'S FUND SCHOLARSHIP PROGRAM**  
**February 2024**

<i>Alderwood</i>	1	Children served
<i>Beacon Park</i>	2	Children served
<i>Bonita Canyon</i>	1	Children served
<i>Brywood</i>	2	Children served
<i>Cadence Park</i>	1	Children served
<i>Canyon View</i>	0	Children served
<i>College Park</i>	0	Children served
<i>Culverdale</i>	1	Children served
<i>Cypress Village</i>	1	Children served
<i>Deerfield</i>	0	Children served
<i>Eastshore</i>	1	Children served
<i>Eastwood</i>	0	Children served
<i>Greentree</i>	0	Children served
<i>Loma Ridge</i>	0	Children served
<i>Meadow Park</i>	2	Children served

<i>Northwood</i>	2	Children served
<i>Oak Creek</i>	1	Children served
<i>Plaza Vista</i>	1	Children served
<i>Portola Springs</i>	0	Children served
<i>Santiago Hills</i>	1	Children served
<i>Solis Park</i>	0	Children served
<i>Springbrook</i>	0	Children served
<i>Stone Creek</i>	0	Children served
<i>Stonegate</i>	3	Children served
<i>Turtle Rock</i>	0	Children served
<i>University Park</i>	1	Children served
<i>Vista Verde</i>	2	Children served
<i>Westpark</i>	1	Children served
<i>Woodbury</i>	1	Children served

**February 2024:**

Number of Children Served: 25  
Number of Child Days of Enrollment: 374  
Number of Sites Served: 18  
Funds Awarded: \$14,760.50  
Number of Children Added to Program This Month: 0  
Number of Children Removed From Program This Month: 1  
Number of Children on Waiting List: 0

**Year-to-Date:**

Number of Children Served: 29  
Number of Child Days of Enrollment: 2,836  
Number of Sites Served: 18  
Funds Awarded: \$111,477.50

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

**For the Month of February 2024**

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 2024**, reimbursement amounts of:

Oak Creek	\$950.00 (IRP)
Plaza Vista	\$948.75 (IRP)
Stonegate	\$2,576.75 (IRP)
University Park	\$430.00 (IRP)
Vista Verde	\$1,632.00 (IRP)
Woodbury	\$596.25 (IRP)
<b>Total Amount due to Catalyst Family Inc.:</b>	<b>\$7,133.75 (IRP)</b>

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

**For the Month of February 2024**

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 **February 2024**, reimbursement amounts of:

Eastshore \$547.50 (IRP)

**Total Amount due to  
Dolphin Club: \$547.50 (IRP)**

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

**For the Month of February 2024**

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 2024**, reimbursement amounts of:

Brywood	\$721.25 (IRP)
Santiago Hills	\$690.00 (IRP)
<b>Total Amount due to Kids Stuff:</b>	<b>\$1,411.25 (IRP)</b>

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

**For the Month of February 2024**

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 2024**, reimbursement amounts of:

Alderwood	\$264.50	(IRP)
Beacon Park	\$805.00	(IRP)
Bonita Canyon	\$287.00	(IRP)
Cadence Park	\$669.75	(IRP)
Culverdale	\$358.50	(IRP)
Cypress Village	\$357.00	(IRP)
Meadow Park	\$1,139.25	(IRP)
Northwood	\$1,389.50	(IRP)
Westpark	\$397.50	(IRP)
<b>Total Amount due to Rainbow Rising:</b>	<b>\$5,668.00</b>	<b>(IRP)</b>

**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 **\$83,311.51** 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 February 2024.

The specific breakdown is as follows:

- \$55,283.75 for Custodial Services
- \$675.00 for Custodial Equip Amortization
- \$10,589.42 for Payment of Portable Purchase
- \$8,827.92 for Utilities
- \$7,935.42 for Facilities & Financial Support

**RECOMMENDATION:** Approve payment of **\$83,311.51** 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 February 2024.

**IRVINE CHILD CARE PROJECT**

**DATE: March 1, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	00571059-5862	\$55,283.75
IUSD	00571081-7439	\$675.00
IUSD	00571081-7439	\$10,589.42
IUSD	00571081-5500	\$8,827.92
IUSD	00571059-5861	\$7,935.42
	<b>TOTAL</b>	<b>\$83,311.51</b>

EXPENDITURE CLASSIFICATION SUMMARY

00571059-5862	\$55,283.75
00571081-7439	\$675.00
00571081-7439	\$10,589.42
00571081-5500	\$8,827.92
00571059-5861	\$7,935.42
<b>TOTAL</b>	<b>\$83,311.51</b>



# INVOICE

Page # 1

## Irvine Unified School District

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

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

ACCT ID:	V7501158
INVOICE NUMBER:	75TI0101
DIVISION:	75GN
TERM:	2324
INVOICE DATE:	02/01/24
DUE DATE:	02/29/24
AMOUNT DUE	<b>\$83,311.51</b>

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	10589.42		0100000000 8953	February 2024: Sale of IUSD- Owned Portables	10,589.42
2	1	8,827.92		0100000000 8650	February 2024: Utilities	8,827.92
3	1	7,935.42		0100000000 8699	February 2024: Facilities & Financial Support Services	7,935.42
4	1	675.00		0100000000 8699	February 2024: Custodian Equip	675.00
5	1	55283.75		0100505400 8699	February 2024: Custodian Svcs  Tax	55,283.75
<b>INVOICE TOTAL</b>						<b>\$83,311.51</b>

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	75TI0101
DIV:	75GN
TERM:	2324
Due Date	02/29/24
Amount Due	\$83,311.51
Amount Paid	\$ _____

**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 **\$31,414.86** for Contract Services and Program and Grant Administration for the month of February 2024.

The specific breakdown is as follows:

\$26,145.25 for Program Administration

\$1,269.61 for Grant Administration

\$4,000.00 for Contract Services

**RECOMMENDATION:** Approve payment of **\$31,414.86** to the City of Irvine for Contract Services and Program and Grant Administration for the month of February 2024.

**IRVINE CHILD CARE PROJECT**

**DATE: March 1, 2024**

<u>VENDOR</u>	<u>EXPENDITURE CLASSIFICATION</u>	<u>AMOUNT</u>
IUSD	005710-59-5864	\$26,145.25
IUSD	005501-59-5810	\$1,269.61
IUSD	005710-59-5811	\$4,000.00
IUSD	005710-59-4305	
	<b>TOTAL</b>	<b>\$31,414.86</b>

EXPENDITURE CLASSIFICATION SUMMARY

	005710-59-5864	\$26,145.25
	005501-59-5810	\$1,269.61
	005710-59-5811	\$4,000.00
	005710-59-4305	
	<b>TOTAL</b>	<b>\$31,414.86</b>



**City of Irvine**  
 FINANCE DEPARTMENT  
 P.O. BOX 19575  
 IRVINE, CA 92623-9575  
 949-724-6041

**CUSTOMER NO.** C4604  
**INVOICE NO.** 220052  
**INVOICE DATE** 03/19/2024

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

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

**Past due accounts may be referred to a collection agency.**

Original Amount \$31,414.86

FEBRUARY 2024  
 STAFFING: ADMINISTRATION = \$25,945.25  
 STAFFING: GRANT ADMINISTRATION = \$1,269.61  
 SUPPLIES = \$0  
 DUPLICATING = \$200.00  
 CONTRACT SERVICES PAID ON CARD = \$0  
 CONTRACT SERVICES = \$4,000.00  
 LOCAL TRAVEL = \$0  
  
 TOTAL \$31,414.86

Total Due: \$31,414.86

**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 #:** 220052  
**INVOICE DATE:** 03/19/2024  
**TOTAL AMOUNT DUE:** \$31,414.86

**TOTAL PAYMENT:**  
 \$ \_\_\_\_\_

**ITEM 2.8**

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

**IRVINE CHILD CARE PROJECT**

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

**DESCRIPTION:** The following invoice, in the total amount of \$1,500.00, has been paid by IUSD on behalf of ICCP:

- \$1,500.00 to Eide-Bailly for ICCP Audit

**RECOMMENDATION:** Review and accept attached invoices in the total amount of \$1,500.00 paid by IUSD on behalf of ICCP.

LEDGER: 41 DATE ISSUED: 03/07/24 VENDOR NAME: EIDE BAILLY LLP VENDOR:V4100117 CHECK: 41004109

INVOICE DATE	INVOICE / REF NUMBER	PURCHASE ORDER NUMBER	AMOUNT
03/01/24	EI01634468		1,500.00
		TOTAL AMOUNT OF INVOICES	1,500.00
PAID BY: IRVINE CHILD CARE PROJECT 5050 BARRANCA PARKWAY IRVINE, CA 92604-4698 949-651-0444		SUMMARY 0100571059 5838 1,500.00	

Sub Fund  
0101

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
IRVINE CHILD CARE PROJECT

56-382  
412

No. 41004109  
Date: 03/07/24  
Acct#: XXXXXXXXXX

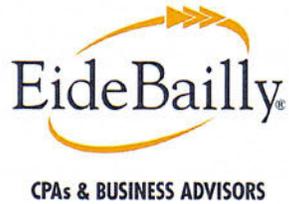
Pay ONE Thousand FIVE Hundred Dollars and 00/100

\$\*\*\*\*\*1,500.00

To The Order of EIDE BAILLY LLP  
SUITE 300  
10681 FOOTHILL BLVD  
RANCHO CUCAMONGA, CA 91730-3831

VOID UNLESS PRESENTED WITHIN 6 MONTHS  
WELLS FARGO BANK, N.A.  
115 HOSPITAL DRIVE  
VAN WERT, OH. 45891

NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE NOT NEGOTIABLE



Ledger 41

**INVOICE**

Irvine Unified School District  
5050 Barranca Pkwy  
Irvine CA 92604

Client #: 207117  
Online Pay Code: BXQBDT  
Invoice #: EI01634468  
Invoice Total: \$1,500.00

Please return top portion with payment or

**Make a Payment**

**Invoice Is Due Upon Receipt**

Billing related to the preparation and filing of ICCP's 2022-2023 Special Districts' Financial Transactions Report that was submitted to the State Controller's Office. 1,500.00

Invoice Total

\$ 1,500.00

OK TO PAY STM

DIRECT EXPENSE

01-005-710-59-5838

Date: 03/01/24 Invoice #: EI01634468 Irvine Unified School District Page: 1

**Pay by Mail:**  
Eide Bailly LLP  
10681 Foothill Blvd., Ste. 300  
Rancho Cucamonga, CA 91730-3831  
Phone 909.466.4410 | Fax 909.466.4431

**Pay Online:** www.eidebailly.com/PayBill  
**Pay by ACH:**  
Please contact your local office or call  
701.476.8700 for ACH Bank information

(A processing fee will be applied to any payments made by credit card)

**ITEM 2.9**

**DEPOSIT OF STATE GRANT  
APPORTIONMENT**

**IRVINE CHILD CARE PROJECT**

**TOPIC: DEPOSIT OF STATE GRANT APPORTIONMENT**

**DESCRIPTION:** The Irvine Child Care Project has received checks totaling \$204,776.00 from the California Department of Social Services.

\$64,238.00 Represents the third apportionment received for the Fiscal Year 2023-24 State Grant

\$140,538.00 Represents the fourth apportionment received for the Fiscal Year 2023-24 State Grant

**RECOMMENDATION:** Receive and file record of deposit from the California Department of Social Services as follows:

\$95,922.00 01-005-50100-8290

\$108,854.00 01-005-50100-8590



**BOARD**  
CYRIL YU, President  
RYAN PAINTER, Vice President  
JENNA BERUMEN, Clerk  
TAMMY KIM, Member  
CHRISTINE KNOWLAND, Member

---

April 3, 2024

To: IUSD  
From: Traci Stubbler  
ICCP Administrator  
Subject: Deposit of State Grant Apportionment for CCTR-3191

I have enclosed a check from the State of California to deposit as the 4th State Grant Apportionment, for FY 2023-24 in the amount of \$140,538.00.

Please deposit into the following accounts:

4<sup>th</sup> Apportionment (CCTR-3191):

\$3,521.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$8,026.00	Grant CDD-deposit to account # 01-005-50100-8290/Federal
\$78,591.00	Grant CDD-deposit to account # 01-005-50100-8590/State
\$26,143.00	Grant CDD-deposit to account # 01-005-50100-8590/State
\$24,257.00	Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

*Traci Stubbler*

Traci Stubbler  
ICCP Administrator

CDPR Vendor Code	SupplierName	InvoiceID	Total_Payment_Amt	Agreement_Number	PCA_Code	Distribution_Line_Amount	FiscalYearID
Q553	IRVINE CHILD CARE PROJECT	CD-20230901-Q5530	\$ 140,538	CCTR3191	13609	\$ 3,521	2024
Q553	IRVINE CHILD CARE PROJECT	CD-20230901-Q5530	\$ 140,538	CCTR3191	15136	\$ 8,026	2024
Q553	IRVINE CHILD CARE PROJECT	CD-20230901-Q5530	\$ 140,538	CCTR3191	23254	\$ 78,591	2024
Q553	IRVINE CHILD CARE PROJECT	CD-20230901-Q5530	\$ 140,538	CCTR3191	23257	\$ 26,143	2024
Q553	IRVINE CHILD CARE PROJECT	CD-20230901-Q5530	\$ 140,538	CCTR3191	23334	\$ 24,257	2024



**IRVINE  
CHILD CARE  
PROJECT**

**BOARD**  
CYRIL YU, President  
RYAN PAINTER, Vice President  
JENNA BERUMEN, Clerk  
TAMMY KIM, Member  
CHRISTINE KNOWLAND, Member

---

February 20, 2024

To: IUSD  
From: Traci Stubbler  
ICCP Administrator  
Subject: Deposit of State Grant Apportionment for CCTR-3191

I have enclosed a check from the State of California to deposit as the 3rd State Grant Apportionment, for FY 2023-24 in the amount of \$64,238.00.

Please deposit into the following accounts:

3rd Apportionment (CCTR-3191):

\$619.00 Grant CDD-deposit to account # 01-005-50100-8290/Federal  
\$5,165.00 Grant CDD-deposit to account # 01-005-50100-8290/Federal  
\$58,454.00 Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

*Traci Stubbler*

Traci Stubbler  
ICCP Administrator

CDPR Vendor Code	SupplierName	InvoiceID	Total_Payme nt_Amt	Agreement _Number	PCA_Code per contract	Distribution_Line _Amount	FiscalYearID
Q553	IRVINE CHILD CARE PROJECT	CD-20230702-Q5530	\$ 64,238	CCTR3191	13609	\$ 619	2024
Q553	IRVINE CHILD CARE PROJECT	CD-20230702-Q5530	\$ 64,238	CCTR3191	15136	\$ 5,165	2024
Q553	IRVINE CHILD CARE PROJECT	CD-20230702-Q5530	\$ 64,238	CCTR3191	23254	\$ 58,454	2024



1102 Q Street, Suite 4800  
Sacramento, CA 95811

Check No. 7002306  
Check Date Feb 15, 2024  
Check Amount \$64,238.00  
Child Care Contractors Program

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

Invoice ID	Memo	Payment Amount
CD-20230702-Q5530	Analyst: Brennah.Solley@dss.ca.gov	\$64,238.00
	TOTAL	\$64,238.00

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



Bank of America  
Sacramento, CA 95814-4578

11-35/1210 (CA)

02-15-2024

7002306

AMOUNT  
\*\*\*\*\$64,238.00

\*\*\*\*Sixty Four Thousand Two Hundred Thirty Eight and 00/100\*\*\*\*

VOID AFTER 180 DAYS

Pay to the  
Order of:

IRVINE CHILD CARE PROJECT



**ITEM 2.10**

**DEPOSIT OF PLUS RATE PAYMENT  
PURSUANT TO SENATE BILL (SB) 140**

## **IRVINE CHILD CARE PROJECT**

**TOPIC: DEPOSIT OF PLUS RATE PAYMENT PURSUANT TO SENATE BILL (SB) 140**

**DESCRIPTION:** Pursuant to SB 140, child care providers will receive a monthly 'Cost of Care Plus Rate Payment'. This is a monthly per-child payment intended to supplement subsidized child care reimbursement. Payments will be issued on a quarterly basis for services rendered December 2023 through June 2025.

Irvine Child Care Project received a check in the total amount of \$48,315.00, the first disbursement, which is to cover estimated payments for April, May, and June 2024 and has been issued through the State controller's office, outside of regular contracts.

**RECOMMENDATION:** Receive and file the record of deposit of funds from the California Department of Social Services as follows:

\$ 48,315.00      01-005-50100-8590



**BOARD**  
CYRIL YU, President  
RYAN PAINTER, Vice President  
JENNA BERUMEN, Clerk  
TAMMY KIM, Member  
CHRISTINE KNOWLAND, Member

---

February 29, 2024

To: IUSD

From: Traci Stubbler  
ICCP Administrator

Subject: Deposit of Plus Rate Payment Pursuant to SB 140

I have enclosed a check from the State of California to deposit the second Plus Rate Payment pursuant to SB140. This payment is issued through the State Controller's Office, outside of regular contracts. Contractors will be receiving quarterly Plus Rate Payments through June 2025.

Please deposit into the following accounts:

\$48,315.00 Grant CDD-deposit to account # 01-005-50100-8590/State

Submitted for your action.

Thank you,

A handwritten signature in black ink that reads "Traci Stubbler".

Traci Stubbler  
ICCP Administrator



# STATE OF CALIFORNIA

66-558333

H THE TREASURER OF THE STATE WILL PAY OUT OF THE  
IDENTIFICATION NO. 0000052269

FUND NO. 8087 FUND NAME FISCAL CONSOLIDATED PMT  
MO. DAY YR. 02 23 2024 90-1342/1211

DOLLARS	CENTS
\$***48315	00

TO: 558333  
IRVINE CHILD CARE PROJECT  
ONE CIVIC CNTR PLAZA  
PO BOX 19575  
IRVINE CA 92623-9575

*Malia Cohen*  
MALIA M. COHEN  
CALIFORNIA STATE CONTROLLER

FORM CD 95(1/88) CONTROLLERS WARRANT



DETACH ON DOTTED LINE  
KEEP THIS PORTION FOR YOUR RECORDS

66-558333

ISSUE DATE: 02/23/2024  
DEPARTMENT OF SOCIAL SERVICES  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES 744 P STREET, MS 9-6-  
SACRAMENTO CA 95814  
FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT 916/657-1932

VENDOR NAME VENDOR ID  
-----  
IRVINE CHILD CARE PROJECT 0000052269

VOUCHER ID INVOICE ID PO ID  
-----  
00294230 Q553\_CCPU\_SB140\_02/24M

AMOUNT PAID  
-----  
\$48315.00

PAYMENT MESSAGE  
-----  
Q553\_CCPU\_SB140\_02/24M

ADDITIONAL PAYMENT MESSAGE  
-----  
MAILTO:CHILDDEVELOPMENTFISCAL@DSS.CA.GOV

**ITEM 2.11**

**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 the amount of \$44,465.75 from ICF for scholarships awarded in January, February, and March 2024.

\$15,007.75 January 2024

\$14,760.50 February 2024

\$14,697.50 March 2024

**RECOMMENDATION:** Receive and file the record of deposit of funds from ICF into the appropriate account as follows:

\$44,465.75 01-005-712-00-8689



**BOARD**  
CYRIL YU, President  
RYAN PAINTER, Vice President  
JENNA BERUMEN, Clerk  
TAMMY KIM, Member  
CHRISTINE KNOWLAND, Member

---

February 29, 2024

**TO: IUSD**

**FROM: TRACI STUBBLER  
ICCP ADMINISTRATOR**

**SUBJECT: DEPOSIT OF ICF CHECK**

I have enclosed check #5333 for \$15,007.75 from the Irvine Children's Fund (ICF) for services in the month of January 2024.

Please deposit into the following account as follows:

\$0.00	<b>CDBG/ICF</b>	deposit to account #	01-005-712-00-8290
\$0.00	<b>ICF</b>	deposit to account #	01-005-712-00-8689
\$15,007.75	<b>IRP/ICF</b>	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

*Traci Stubbler*

Traci Stubbler  
ICCP Administrator



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

5333

2/25/2024

Irvine Children's Fund

PAY TO THE ORDER OF Irvine Child Care Project

\$ \*\*15,007.75

Fifteen Thousand Seven and 75/100\*\*\*\*\*

DOLLARS

Irvine Child Care Project  
14341 Yale Ave  
Irvine, CA 92604



*Wendy Baker*  
*D. Sherrill Wilkerson*  
AUTHORIZED SIGNATURE

MEMO IRP January 2024



IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES  
Irvine Child Care Project  
ICF:PROGRAMS:SCHOLARSHIPS:Irvine Re January 2024

2/25/2024 5333 15,007.75

*ICF: Programs:  
Scholarships  
Irvine Recovery Plan  
Jan 2024*

Wells Fargo Checking 7 IRP January 2024

15,007.75



**BOARD**  
CYRIL YU, President  
RYAN PAINTER, Vice President  
JENNA BERUMEN, Clerk  
TAMMY KIM, Member  
CHRISTINE KNOWLAND, Member

---

March 20, 2024

**TO: IUSD**

**FROM: TRACI STUBBLER  
ICCP ADMINISTRATOR**

**SUBJECT: DEPOSIT OF ICF CHECK**

I have enclosed check #5336 for \$14,760.50 from the Irvine Children's Fund (ICF) for services in the month of February 2024.

Please deposit into the following account as follows:

\$0.00	<b>CDBG/ICF</b>	deposit to account #	01-005-712-00-8290
\$0.00	<b>ICF</b>	deposit to account #	01-005-712-00-8689
\$14,760.50	<b>IRP/ICF</b>	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

*Traci 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 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**  
 KLAAM 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 President Yu:

Enclosed please find:  
 Check #5336 in the amount of \$14,760.50 for the before and after school child care scholarships provided in February 2024.

The \$14,760.50 is from the Irvine Recovery Plan Grant and provided 374 child care days at 18 child care sites.

To date, the ICF scholarship fund has provided scholarships for 29 children at 18 child care sites for 2,836 child care days.

Sincerely,

Lauren S. Brooks  
 President  
 Irvine Children's Fund

Sharon Wellikson  
 Irvine Children's Fund

2023 – 2024 Before and After School Child Care Scholarship Funds						
Month 2023 – 2024	ICF Funds 2023-2024 Hoag Community Benefit Grant	CDBG Public Service 2023 – 2024	Irvine Recovery Plan Grant	Total	Child Care Days	Check #
July 2023	\$6,236.25	\$0.00		\$6,236.25	114	#5317
August 2023	\$452.15	\$13,090.60		\$13,542.75	321	#5318
September 2023	0.00	\$17,051.00		\$17,051.00	469	#5321
October 2023		\$14,911.25		\$14,911.25	451	#5324
November 2023		\$14,939.00		\$14,939.00	391	#5325
December 2023		\$2,220.15		\$2,220.15		#5329
December 2023			\$12,798.85	\$12,798.85	(IRP & CDBG) 340	#5330
January 2024			\$15,007.75	\$15,007.75	376	#5333
February 2024			\$14,760.50	\$14,760.50	374	#5336
March 2024						
April 2024						
May 2024						
June 2024						
<b>Total</b>	<b>\$6,688.40</b>	<b>\$62,212.00</b>	<b>\$42,567.10</b>	<b>\$111,467.50</b>	<b>2,836</b>	

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

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.



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

5336

Irvine Children's Fund

3/12/2024

PAY TO THE ORDER OF Irvine Child Care Project

Fourteen Thousand Seven Hundred Sixty and 50/100\*\*\*\*\*

\$ \*\*14,760.50

DOLLARS

Irvine Child Care Project  
14341 Yale Ave  
Irvine, CA 92604

MEMO Feb 2024 IRP



*Allyson Probert*  
*Dharon Kellison*

SIGNATURE

Details on Back

Security Features Included

IRVINE CHILDREN'S FUND IRVINE JUNIOR GAMES  
Irvine Child Care Project  
ICF:PROGRAMS:SCHOLARSHIPS:Irvine Re Feb 2024

3/12/2024

5336

14,760.50

Wells Fargo Checking 7 Feb 2024 IRP

14,760.50



**BOARD**  
CYRIL YU, President  
RYAN PAINTER, Vice President  
JENNA BERUMEN, Clerk  
TAMMY KIM, Member  
CHRISTINE KNOWLAND, Member

---

April 16, 2024

**TO: IUSD**

**FROM: TRACI STUBBLER  
ICCP ADMINISTRATOR**

**SUBJECT: DEPOSIT OF ICF CHECK**

I have enclosed checks #5341 and #5340 totaling \$14,697.50 (\$9,000 ICF, \$5,697.50 IRP) from the Irvine Children's Fund (ICF) for services in the month of March 2024.

Please deposit into the following account as follows:

\$0.00	<b>CDBG/ICF</b>	deposit to account #	01-005-712-00-8290
\$9,000.00	<b>ICF</b>	deposit to account #	01-005-712-00-8689
\$5,697.50	<b>IRP/ICF</b>	deposit to account #	01-005-712-00-8689

Submitted for your action.

Thanks for your help,

*Traci 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 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

#### Patty Vidovich

Community Leader

#### 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 President Yu:

Enclosed please find:

Check #5340 in the amount of \$5,697.50 and Check #5341 in the amount of \$9,000.00 for the before and after school child care scholarships totaling \$14,697.50 provided in March 2024.

The \$5,697.50 is from the Irvine Recovery Plan Grant and \$9,000.00 is from the Pacific Premier Bank Grant. This funding provided 380 child care days at 17 child care sites.

To date, the ICF Scholarship Fund has provided scholarships for 29 children at 18 child care sites for 3,216 child care days.

Sincerely,

Lauren S. Brooks

President

Irvine Children's Fund

Sharon Wellikson

Irvine Children's Fund

C: Traci Stubbler and Shane Dineen, ICCP

John Fogarty, ICCP Treasurer

2023 – 2024 Before and After School Child Care Scholarship Funds							
Month 2023 – 2024	ICF Funds 2023-2024 Hoag Community Benefit Grant	ICF Funds Pacific Premier Bank Grant	CDBG Public Service 2023 – 2024	Irvine Recovery Plan Grant	Total	Child Care Days	Check #
July 2023	\$6,236.25		\$0.00		\$6,236.25	114	#5317
Aug 2023	\$452.15		\$13,090.60		\$13,542.75	321	#5318
Sept 2023	\$0.00		\$17,051.00		\$17,051.00	469	#5321
Oct 2023			\$14,911.25		\$14,911.25	451	#5324
Nov 2023			\$14,939.00		\$14,939.00	391	#5325
Dec 2023			\$2,220.15		\$2,220.15		#5329
Dec 2023				\$12,798.85	\$12,798.85	(IRP & CDBG) 340	#5330
Jan. 2024				\$15,007.75	\$15,007.75	376	#5333
Feb 2024				\$14,760.50	\$14,760.50	374	#5336
Mar 2024				\$5,697.50	\$5,697.50		#5340
Mar 2024		\$9,000.00			\$9,000.00	(IRP & Pacific Premier Bank) 380	#5341
April 2024							
May 2024							
June 2024							
<b>Total</b>	<b>\$6,688.40</b>	<b>\$9,000.00</b>	<b>\$62,212.00</b>	<b>\$48,264.60</b>	<b>\$126,165.00</b>	<b>3,216</b>	



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

5341

4/8/2024

Irvine Children's Fund

PAY TO THE ORDER OF Irvine Child Care Project

\$ \*\*9,000.00

Nine Thousand Only\*\*\*\*\*

DOLLARS

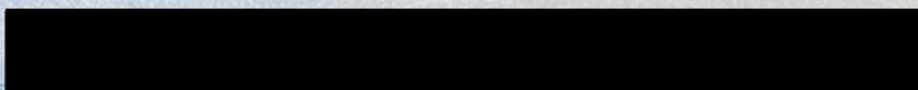
Irvine Child Care Project  
14341 Yale Ave  
Irvine, CA 92604



*Dehaun Belkison*  
AUTHORIZED SIGNATURE



MEMO



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

4/8/2024

5341

9,000.00

*ICF: Programs:  
Scholarships: Pacific Premier Bank Grant  
March 2024*

Wells Fargo Checking 7

9,000.00



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

5340

4/8/2024

Irvine Children's Fund

PAY TO THE ORDER OF Irvine Child Care Project

\$ \*\*5,697.50

Five Thousand Six Hundred Ninety-Seven and 50/100\*\*\*\*\*

DOLLARS

Irvine Child Care Project  
14341 Yale Ave  
Irvine, CA 92604



*D. Sharon Beckson*  
AUTHORIZED SIGNATURE



MEMO



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

4/8/2024

5340

5,697.50

*ICF: Programs:  
Scholarships: Irvine Recovery Plan  
March 2024*

Wells Fargo Checking 7

5,697.50

**ITEM 2.12**

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

**DESCRIPTION:** In order for ICCP to provide on-site child care to Beacon Park families at 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, 2024 through June 30, 2025 is attached for Board approval.

The MOU was approved for signature at the May 7, 2024 IUSD board meeting.

**RECOMMENDATION:** Authorize a 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, 2024 through June 30, 2025.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2024 (“Effective Date”), by and between the Irvine Unified School District (“IUSD”) and the Irvine Child Care Project, a California Joint Powers Authority (“ICCP”) (collectively the “Parties”).

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

### **SECTION 1 - LOCATION**

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

### **SECTION 2 – LICENSE TO USE FACILITIES**

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

### **SECTION 3 - TERM**

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

### **SECTION 4 - COMPENSATION**

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

### **SECTION 5 - RESPONSIBILITIES OF THE PARTIES**

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

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

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

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

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

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

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

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

#### **SECTION 6 - HOLD HARMLESS**

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

#### **SECTION 7 - INSURANCE**

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

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

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

### **SECTION 8 - ICCP NOT EMPLOYEE OF IUSD**

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

### **SECTION 9 - OCCUPANCY**

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

### **SECTION 10 - ICCP EMPLOYEES**

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

### **SECTION 11 - ANTI-DISCRIMINATION**

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

### **SECTION 12 - COMPLIANCE WITH APPLICABLE LAW**

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

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

**SECTION 13 - GOVERNING LAW**

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

**SECTION 14 - NO ORAL MODIFICATION**

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

**SECTION 15- NOTICE**

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

**IRVINE UNIFIED SCHOOL DISTRICT**

**IRVINE CHILD CARE PROJECT**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

John Fogarty  
Assistant Superintendent, Business Services

Cyril Yu  
President, Irvine Child Care Project

IUSD Board Approved: \_\_\_\_\_

ICCP Board Approved: \_\_\_\_\_



# Exhibit “B”

## IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

**SITE:** Beacon Park School

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2024 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

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

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

### **THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:**

#### **I. RESPONSIBILITIES OF THE PARTIES**

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

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

#### **GENERAL HOURS OF OPERATION (Monday-Friday):**

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

# Exhibit “B”

## GENERAL DAYS OF OPERATION (Monday-Friday)

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

3. School Vacations:

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

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing 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 30-day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP’s Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

## Exhibit “B”

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 sixty (60) days from the date of the ICCP Board meeting.

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

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

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

1. Non-exclusive usage of the playgrounds, and other outdoor areas.
2. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.) within the immediate vicinity of the 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.

## Exhibit “B”

- (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

## Exhibit “B”

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 per Table II. B. 1, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

Table II. B. 1:

No. of Classrooms	Min. Amount Per Month*	Total Monthly Payment Due	Total Min. Annual Amount
3	\$2,160.82	\$ 6,482.46	\$ 77,789.52
*No increase from the 2023-24 rates			

# Exhibit "B"

## III. METHOD OF PAYMENT

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

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

## IV. TERM

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

## V. LEGAL RESPONSIBILITIES

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

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

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

## Exhibit “B”

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

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

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

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

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

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

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

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

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

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

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

## Exhibit “B”

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

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

### (D) Release, Indemnity and Insurance

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

## Exhibit “B”

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

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

## VI. NOTICES

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

## **Exhibit “B”**

addressed to the party to be served as follows:

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

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

### **VII. ATTORNEY’S FEES**

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

### **VIII. ASSIGNMENT: SUBCONTRACTORS**

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

### **IX. CHOICE OF LAW**

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

# Exhibit "B"

## X. EXTENT OF AGREEMENT

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

### IRVINE CHILD CARE PROJECT

### LESSEE

Rainbow Rising Child Development Center

By: \_\_\_\_\_  
President, Irvine Child Care Project

By: \_\_\_\_\_  
Rick Porter

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

# Exhibit “B”

## EXHIBIT A

### Schedule of Dates and Hours of Operation 2024-25 School Year

Provider: Rainbow Rising Site: Beacon Park School

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

Circle the days the program will not be open:

#### 2024

##### JULY

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

##### AUGUST

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

##### SEPTEMBER

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

##### OCTOBER

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

##### NOVEMBER

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

##### DECEMBER

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

#### 2025

##### JANUARY

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

##### FEBRUARY

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

##### MARCH

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

##### APRIL

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

##### MAY

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

##### JUNE

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

# Exhibit "B"

## EXHIBIT B

### Workers' Compensation Insurance Coverage Certification

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

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

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

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

#### LESSEE

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

By: \_\_\_\_\_

\_\_\_\_\_

Date

Name:     Rick Porter    

Title:     President of Board    

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

**ITEM 2.13**

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

**DESCRIPTION:** In order for ICCP to provide on-site child care to Cadence Park families at 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, 2024 through June 30, 2025 is attached for Board approval.

The MOU was approved for signature at the May 7, 2024 IUSD board meeting.

**RECOMMENDATION:** Authorize a 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, 2024 through June 30, 2025.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2024 (“Effective Date”), by and between the Irvine Unified School District (“IUSD”) and the Irvine Child Care Project, a California Joint Powers Authority (“ICCP”) (collectively the “Parties”).

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

### **SECTION 1 - LOCATION**

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

### **SECTION 2 – LICENSE TO USE FACILITIES**

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

### **SECTION 3 - TERM**

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

### **SECTION 4 - COMPENSATION**

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

### **SECTION 5 - RESPONSIBILITIES OF THE PARTIES**

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

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

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

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

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

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

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

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

#### **SECTION 6 - HOLD HARMLESS**

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

#### **SECTION 7 - INSURANCE**

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

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

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

### **SECTION 8 - ICCP NOT EMPLOYEE OF IUSD**

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

### **SECTION 9 - OCCUPANCY**

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

### **SECTION 10 - ICCP EMPLOYEES**

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

### **SECTION 11 - ANTI-DISCRIMINATION**

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

### **SECTION 12 - COMPLIANCE WITH APPLICABLE LAW**

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

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

**SECTION 13 - GOVERNING LAW**

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

**SECTION 14 - NO ORAL MODIFICATION**

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

**SECTION 15- NOTICE**

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

**IRVINE UNIFIED SCHOOL DISTRICT**

**IRVINE CHILD CARE PROJECT**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

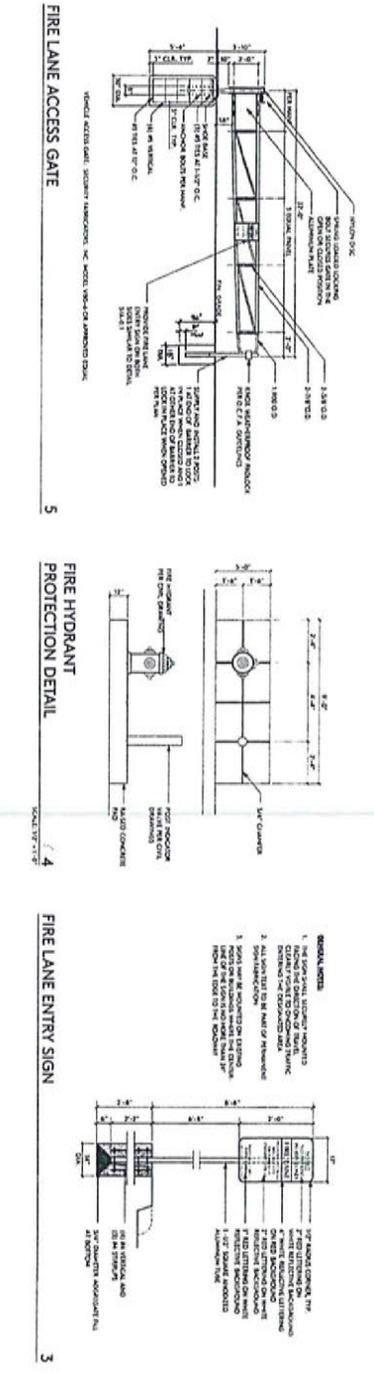
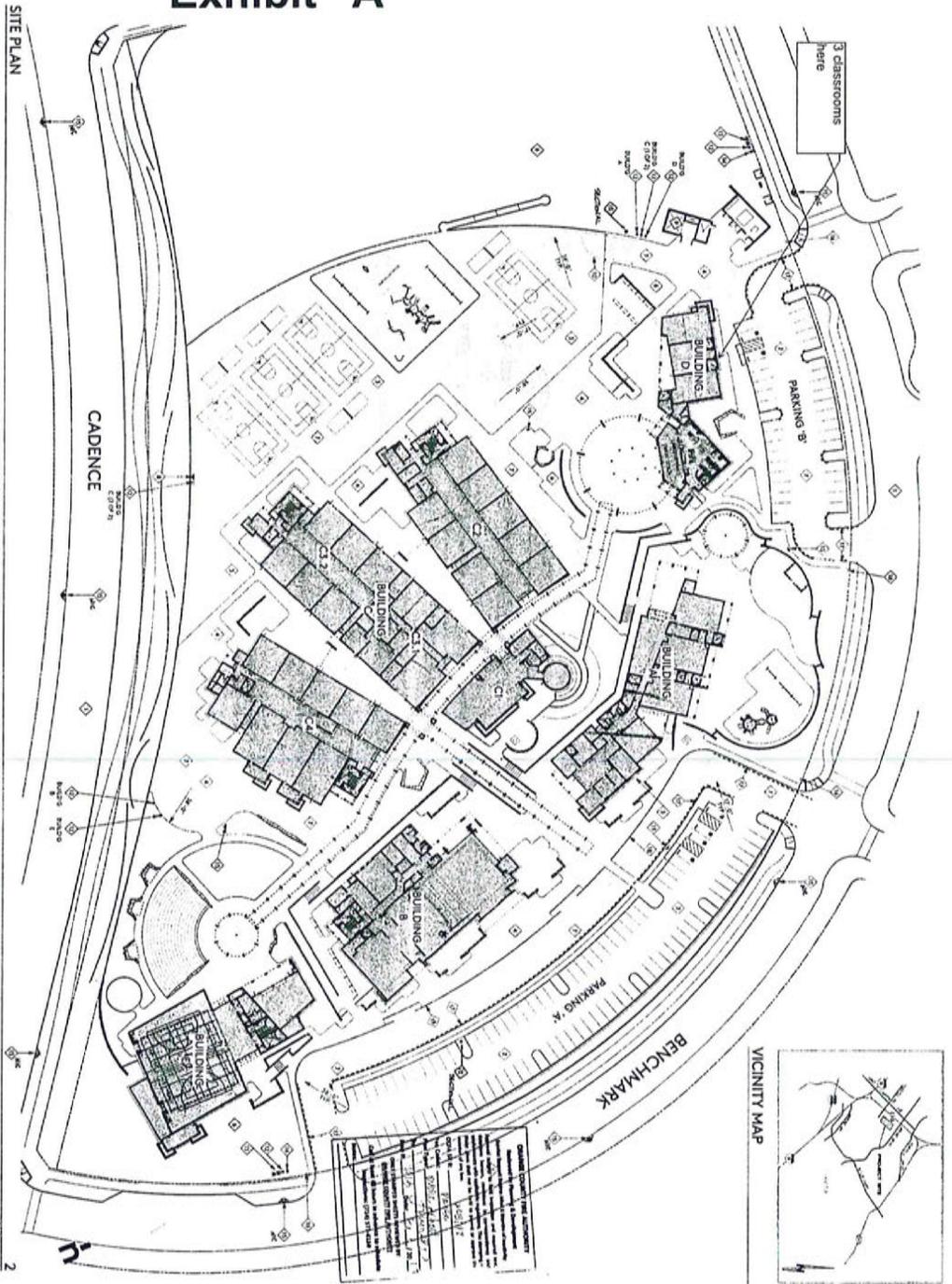
John Fogarty  
Assistant Superintendent, Business Services

Cyril Yu  
President, Irvine Child Care Project

IUSD Board Approved: \_\_\_\_\_

ICCP Board Approved: \_\_\_\_\_

# Exhibit "A"



**MDSA LOCAL FIRE AUTHORITY REVIEW** 810

**LOCAL FIRE AUTHORITY REVIEW**

**GENERAL NOTES**

- ALL UTILITIES AND OTHER CONDITIONS EXISTING UNDER THE ACCESS ROADS SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.

**BUILDING DATA**

**GENERAL NOTES**

- ALL UTILITIES AND OTHER CONDITIONS EXISTING UNDER THE ACCESS ROADS SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
- ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.

# Exhibit “B”

## IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

**SITE:** Cadence Park School

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2024 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

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

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

**THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:**

### **I. RESPONSIBILITIES OF THE PARTIES**

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

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

### **GENERAL HOURS OF OPERATION (Monday-Friday):**

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

# Exhibit “B”

## GENERAL DAYS OF OPERATION (Monday-Friday)

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

3. School Vacations:

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

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing 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 30-day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP’s Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

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

## Exhibit “B”

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

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria 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 sixty (60) days from the date of the ICCP Board meeting.

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

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

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

1. Non-exclusive usage of the playgrounds, and other outdoor areas.
2. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the 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.

## Exhibit “B”

- (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.

## Exhibit “B”

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 per Table II. B. 1, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

# Exhibit “B”

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 2023-24 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 (1<sup>st</sup>) day of each month and received no later than the fifteenth (15<sup>th</sup>) 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.

## Exhibit “B”

- (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,

## Exhibit “B”

employees, and volunteers as additionally insured on the policy.

c) Specify that it is the primary coverage for such insured’s risks.

d) Contain a clause substantially in the following words:

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

## Exhibit “B”

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.

# Exhibit "B"

## VI. NOTICES

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

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

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

## VII. ATTORNEY'S FEES

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

## VIII. ASSIGNMENT: SUBCONTRACTORS

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

## IX. CHOICE OF LAW

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

# Exhibit "B"

## X. EXTENT OF AGREEMENT

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

### IRVINE CHILD CARE PROJECT

### LESSEE

Rainbow Rising Child Development Center

By: \_\_\_\_\_  
President, Irvine Child Care Project

By: \_\_\_\_\_  
Rick Porter

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

# Exhibit “B”

## EXHIBIT A

### Schedule of Dates and Hours of Operation 2024-25 School Year

Provider: Rainbow Rising Site: Cadence Park School

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

Circle the days the program will not be open:

#### 2024

##### JULY

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

##### AUGUST

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

##### SEPTEMBER

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

##### OCTOBER

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

##### NOVEMBER

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

##### DECEMBER

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

#### 2025

##### JANUARY

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

##### FEBRUARY

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

##### MARCH

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

##### APRIL

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

##### MAY

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

##### JUNE

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

# Exhibit “B”

## EXHIBIT B

### Workers’ Compensation Insurance Coverage Certification

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

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

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

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

**LESSEE**

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

By: \_\_\_\_\_ Date \_\_\_\_\_

Name:     Rick Porter    

Title:     President of Board    

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

**ITEM 2.14**

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

**DESCRIPTION:** In order for 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, 2024 through June 30, 2025 is attached for Board approval.

The MOU was approved for signature at the May 7, 2024 IUSD board meeting.

**RECOMMENDATION:** Authorize a 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, 2024 through June 30, 2025.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this 1<sup>st</sup> day of July, 2024 (“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. Use. ICCP shall have the right to utilize the Facilities during the effective period of this MOU. ICCP shall be permitted to use the building for the exclusive purpose of providing childcare and for no other purpose except for those activities approved, in advance, by IUSD (“Program”). ICCP shall be permitted non-exclusive use of the Campus (i.e., restrooms, parking lot, playground, field area, etc.) within the immediate vicinity of the building from 6:30 a.m. to 6:30 p.m. hours of operation, Monday-Friday. Use of the Facilities by ICCP at any time other than those specifically set forth above is at the sole discretion of IUSD. ICCP shall ensure that the ICCP Provider shall comply with the terms of this MOU.

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

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

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

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

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

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

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

#### **SECTION 6 - HOLD HARMLESS**

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

#### **SECTION 7 - INSURANCE**

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

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

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

**SECTION 8 - ICCP NOT EMPLOYEE OF IUSD**

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

**SECTION 9 - OCCUPANCY**

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

**SECTION 10 - ICCP EMPLOYEES**

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

**SECTION 11 - ANTI-DISCRIMINATION**

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

**SECTION 12 - COMPLIANCE WITH APPLICABLE LAW**

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

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

**SECTION 13 - GOVERNING LAW**

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

**SECTION 14 - NO ORAL MODIFICATION**

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

**SECTION 15- NOTICE**

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

**IRVINE UNIFIED SCHOOL DISTRICT**

**IRVINE CHILD CARE PROJECT**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

John Fogarty  
Assistant Superintendent, Business Services

Cyril Yu  
President, Irvine Child Care Project

IUSD Board Approved: \_\_\_\_\_

ICCP Board Approved: \_\_\_\_\_



# Exhibit “B”

## IRVINE CHILD CARE PROJECT AGREEMENT FOR USE OF FACILITIES

**SITE:** Solis Park School

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2024 by and between the Irvine Child Care Project, referred to as “ICCP,” a Joint Powers Agency, and Rainbow Rising Child Development Center, hereinafter referred to as “Lessee.”

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

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

**THE ICCP AND LESSEE THEREFORE AGREE, AS FOLLOWS:**

### **I. RESPONSIBILITIES OF THE PARTIES**

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

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

### **GENERAL HOURS OF OPERATION (Monday-Friday):**

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

# Exhibit “B”

## GENERAL DAYS OF OPERATION (Monday-Friday)

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

3. School Vacations:

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

Winter and Spring Breaks - Beginning with the first IUSD vacation day and continuing 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 30-day corrective action plan will be developed by ICCP. Within 30 days, all program deficiencies must be corrected and written documentation provided to ICCP as to action taken. ICCP’s Quality Assessment Contractor shall visit Lessee to observe and verify correction of the deficiency.

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

## Exhibit “B”

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

If ICCP determines the Lessee has failed to meet the minimum standards specified by ICCP Quality Assessment Criteria 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 sixty (60) days from the date of the ICCP Board meeting.

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

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

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

1. Non-exclusive usage of the playgrounds, and other outdoor areas.
2. Non-exclusive use of the school site restroom(s) as needed to meet State Licensing requirements.
3. Lessee shall be permitted non-exclusive use of the school site (i.e., parking lot, etc.,) within the immediate vicinity of the 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.

## Exhibit “B”

- (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.

## Exhibit “B”

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 per Table II. B. 1, unless this agreement is terminated, in which case the total annual payment shall be prorated for the actual duration of the agreement.

# Exhibit "B"

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 increase from the 2023-24 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 (1<sup>st</sup>) day of each month and received no later than the fifteenth (15<sup>th</sup>) 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.

## Exhibit “B”

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.

## Exhibit “B”

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

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

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

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

## Exhibit “B”

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.

## Exhibit "B"

- (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.

# Exhibit "B"

## X. EXTENT OF AGREEMENT

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

### IRVINE CHILD CARE PROJECT

### LESSEE

Rainbow Rising Child Development Center

By: \_\_\_\_\_  
President, Irvine Child Care Project

By: \_\_\_\_\_  
Rick Porter

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](mailto:rainbowriver@rainbowrising.org)

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

# Exhibit “B”

## EXHIBIT A

### Schedule of Dates and Hours of Operation 2024-25 School Year

Provider: Rainbow Rising Site: Solis Park School

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

Circle the days the program will not be open:

#### 2024

##### JULY

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

##### AUGUST

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

##### SEPTEMBER

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

##### OCTOBER

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

##### NOVEMBER

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

##### DECEMBER

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

#### 2025

##### JANUARY

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

##### FEBRUARY

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

##### MARCH

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

##### APRIL

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

##### MAY

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

##### JUNE

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

# Exhibit "B"

## EXHIBIT B

### Workers' Compensation Insurance Coverage Certification

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

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

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

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

#### LESSEE

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

By: \_\_\_\_\_

\_\_\_\_\_

Date

Name:       Rick Porter      

Title:       President of Board      

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

### **3. BOARD BUSINESS**

#### **ITEM 3.1**

#### **IRVINE CHILD CARE PROJECT (ICCP) PROVIDER 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 Fiscal Year 2024-25.

**RECOMMENDATION:** Approve lease renewal for existing ICCP provider agencies at each site for Fiscal Year 2024-25.

**ITEM 3.2**

**IRVINE CHILD CARE PROJECT  
PROPOSED BUDGET FOR FISCAL YEAR 2024-25  
WITH MULTI-YEAR BUDGET PROJECTIONS**

## **IRVINE CHILD CARE PROJECT**

**TOPIC:** **IRVINE CHILD CARE PROJECT PROPOSED BUDGET FOR FISCAL YEAR 2024-25 WITH MULTI-YEAR BUDGET PROJECTIONS**

**DESCRIPTION:** Submitted for Board review and discussion is the Irvine Child Care Project Proposed Budget for Fiscal Year (FY) 2024-25 with multi-year Budget Projection for FY 2025-26, FY 2026-27, and FY 2027-28.

**RECOMMENDATION:** Approve the Fiscal Year 2024-25 Budget.

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - No Rent Increase

OPERATING FUND	2023-24	2024-25	2025-26	2026-27	2027-28
Program Description	Estimated	Proposed	Projected	Projected	Projected
ICCP - Regular Programs	Actuals	Budget	Budget	Budget	Budget
<b>COST CENTER 005710</b>					
<b>REVENUE</b>					
8650 Portable Fees Cnty	\$1,970,668	\$1,970,668	\$1,970,668	\$1,970,668	\$1,970,668
8660 Interest Income Cnty	\$100,000	\$80,000	\$80,000	\$80,000	\$80,000
<b>Total Revenue:</b>	<b>\$2,070,668</b>	<b>\$2,050,668</b>	<b>\$2,050,668</b>	<b>\$2,050,668</b>	<b>\$2,050,668</b>
<b>OPERATING EXPENDITURES</b>					
4305 Campus Safety	\$5,000	\$5,150 (1)	\$5,150 (1)	\$15,150 (1)	\$5,150 (1)
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$130,491	\$137,016 (2)	\$143,866 (2)	\$151,060 (2)	\$158,613 (2)
5500 Utilities	\$105,935	\$111,232 (2)	\$116,793 (2)	\$122,633 (2)	\$128,765 (2)
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5810 Services/Contracts (Water testing Req)	\$0	\$0	\$0	\$0	\$30,000 (3)
5811 Consultants	\$65,000	\$65,000 (4)	\$65,000 (4)	\$65,000 (4)	\$65,000 (4)
5817 Scholarships	\$30,372	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$15,000	\$12,000	\$12,000	\$12,000	\$12,000
5838 Audit	\$33,500	\$18,500	\$20,000	\$22,000	\$24,000
5861 Facilities & Financial Support / IUSD	\$95,225	\$133,329 (5)	\$135,255 (5)	\$136,445 (5)	\$138,620 (5)
5862 Custodial Services	\$663,405	\$702,144 (6)	\$708,520 (6)	\$718,502 (6)	\$725,308 (6)
5864 Program Coordination / City	\$360,188	\$534,044 (7)	\$552,397 (7)	\$571,441 (7)	\$591,205 (7)
<b>Total Operating Expenditures:</b>	<b>\$1,584,116</b>	<b>\$1,828,414</b>	<b>\$1,868,982</b>	<b>\$1,924,231</b>	<b>\$1,988,660</b>
<b>Total Excess (Deficiency):</b>	<b>\$486,552</b>	<b>\$222,254</b>	<b>\$181,686</b>	<b>\$126,437</b>	<b>\$62,008</b>
<b>CAPITAL EXPENDITURES</b>					
6210 Building Improvement / \$5K Threshold	\$125,000	\$115,000	\$115,000	\$115,000	\$115,000
5862 Custodial Vehicles	\$0	\$35,000 (8)	\$0	\$35,000 (8)	\$0
7439 Debt Service	\$135,173 (9)	\$0	\$0	\$0	\$0
<b>Total Capital Expenditures:</b>	<b>\$260,173</b>	<b>\$150,000</b>	<b>\$115,000</b>	<b>\$150,000</b>	<b>\$115,000</b>
<b>Net Increase (Decrease):</b>	<b>\$226,379</b>	<b>\$72,254</b>	<b>\$66,686</b>	<b>(\$23,563)</b>	<b>(\$52,992)</b>
Beginning Balance, July 1	\$2,141,897	\$2,368,276	\$2,440,529	\$2,507,216	\$2,483,653
Ending Balance, June 30	\$2,368,276	\$2,440,529	\$2,507,216	\$2,483,653	\$2,430,660
<b>Components of Ending Balance:</b>					
Capital Facilities (Modular Replacement) Reserve	\$2,312,947	\$2,381,177	\$2,447,696	\$2,421,426	\$2,367,550
3% Operation Reserve	\$55,329	\$59,352	\$59,519	\$62,227	\$63,110

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - No Rent Increase

<b>GRANT PROGRAM FUNDS</b> Program Description	<b>2023-24</b> Estimated Actuals	<b>2024-25</b> Proposed Budget	<b>2025-26</b> Projected Budget	<b>2026-27</b> Projected Budget	<b>2027-28</b> Projected Budget
<b>STATE GRANT/CDD</b>					
COST CENTER 005501					
<b>REVENUE</b>					
8290 Child Development Apportionments	\$461,637	\$679,000	\$679,000	\$679,000	\$679,000
8590 Other State Revenue	\$461,637	\$679,000	\$679,000	\$679,000	\$679,000
<b>Total Revenue:</b>	<b>\$923,275</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>
<b>EXPENDITURES</b>					
5810 Serv./Contracts	\$923,275	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
<b>Total Expenditures:</b>	<b>\$923,275</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>					
COST CENTER 005712					
<b>REVENUE</b>					
8689 All Other Fees & Contracts	\$111,488	\$136,000	\$136,000	\$136,000	\$136,000
8290 Other Local Revenue/CDBG	\$238,930	\$64,000	\$64,000	\$64,000	\$64,000
<b>Total Revenue:</b>	<b>\$350,418</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>EXPENDITURES</b>					
5817 Scholarships	\$350,418	\$200,000	\$200,000	\$200,000	\$200,000
<b>Total Expenditures:</b>	<b>\$350,418</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
<b>GRANT PROGRAM FUND SUMMARY</b>					
<b>REVENUE</b>	\$1,273,693	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
<b>EXPENDITURES</b>	\$1,273,693	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$2,368,276</b>	<b>\$2,440,529</b>	<b>\$2,507,216</b>	<b>\$2,483,653</b>	<b>\$2,430,660</b>
(Operating Fund + Grant Program Funds)					

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - No Rent Increase

### **Budget Assumptions**

- (1) Budgeted \$10K for AED in FY 2026-27, ID Cards, and potential replacement or addition of one security radio per year.*
- (2) 5% increase year over year.*
- (3) Required water testing every 5 years beginning FY 2022-23.*
- (4) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff.*
- (5) Increase due to addition of 1 IUSD employee, FY 2023-24 IUSD Salary Settlement, and projected increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees.*
- (6) Increase due to FY 2023-24 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.*
- (7) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement, a 3.5% increase for salaries, a \$6K YMCA contract increase each year, and an additional ICCP Coordinator as instructed by City's Finance/Payroll department.*
- (8) Starting FY 2020-21, projecting \$35K every other year to replace out dated custodial work vans.*
- (9) Debt payment for custodial equipment for 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 and ended June 2024.*

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - 1% Rent Increase

OPERATING FUND	2023-24	2024-25	2025-26	2026-27	2027-28
Program Description	Estimated	Proposed	Projected	Projected	Projected
ICCP - Regular Programs	Actuals	Budget	Budget	Budget	Budget
<b>COST CENTER 005710</b>					
<b>REVENUE</b>					
8650 Portable Fees Cnty	\$1,970,668	\$1,990,375	\$2,010,278	\$2,030,381	\$2,050,685
8660 Interest Income Cnty	\$100,000	\$80,000	\$80,000	\$80,000	\$80,000
<b>Total Revenue:</b>	<b>\$2,070,668</b>	<b>\$2,070,375</b>	<b>\$2,090,278</b>	<b>\$2,110,381</b>	<b>\$2,130,685</b>
<b>OPERATING EXPENDITURES</b>					
4305 Campus Safety	\$5,000	\$5,150 (1)	\$5,150 (1)	\$15,150 (1)	\$5,150 (1)
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$130,491	\$137,016 (2)	\$143,866 (2)	\$151,060 (2)	\$158,613 (2)
5500 Utilities	\$105,935	\$111,232 (2)	\$116,793 (2)	\$122,633 (2)	\$128,765 (2)
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5810 Services/Contracts (Water testing Req)	\$0	\$0	\$0	\$0	\$30,000 (3)
5811 Consultants	\$65,000	\$65,000 (4)	\$65,000 (4)	\$65,000 (4)	\$65,000 (4)
5817 Scholarships	\$30,372	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$15,000	\$12,000	\$12,000	\$12,000	\$12,000
5838 Audit	\$33,500	\$18,500	\$20,000	\$22,000	\$24,000
5861 Facilities & Financial Support / IUSD	\$95,225	\$133,329 (5)	\$135,255 (5)	\$136,445 (5)	\$138,620 (5)
5862 Custodial Services	\$663,405	\$702,144 (6)	\$708,520 (6)	\$718,502 (6)	\$725,308 (6)
5864 Program Coordination / City	\$360,188	\$534,044 (7)	\$552,397 (7)	\$571,441 (7)	\$591,205 (7)
<b>Total Operating Expenditures:</b>	<b>\$1,584,116</b>	<b>\$1,828,414</b>	<b>\$1,868,982</b>	<b>\$1,924,231</b>	<b>\$1,988,660</b>
<b>Total Excess (Deficiency):</b>	<b>\$486,552</b>	<b>\$241,960</b>	<b>\$221,297</b>	<b>\$186,150</b>	<b>\$142,025</b>
<b>CAPITAL EXPENDITURES</b>					
6210 Building Improvement / \$5K Threshold	\$125,000	\$115,000	\$115,000	\$115,000	\$115,000
5862 Custodial Vehicles	\$0	\$35,000 (8)	\$0	\$35,000 (8)	\$0
7439 Debt Service	\$135,173 (9)	\$0	\$0	\$0	\$0
<b>Total Capital Expenditures:</b>	<b>\$260,173</b>	<b>\$150,000</b>	<b>\$115,000</b>	<b>\$150,000</b>	<b>\$115,000</b>
<b>Net Increase (Decrease):</b>	<b>\$226,379</b>	<b>\$91,960</b>	<b>\$106,297</b>	<b>\$36,150</b>	<b>\$27,025</b>
Beginning Balance, July 1	\$2,141,897	\$2,368,276	\$2,460,236	\$2,566,533	\$2,602,683
Ending Balance, June 30	\$2,368,276	\$2,460,236	\$2,566,533	\$2,602,683	\$2,629,708
<b>Components of Ending Balance:</b>					
Capital Facilities (Modular Replacement) Reserve	\$2,312,947	\$2,400,884	\$2,507,013	\$2,540,456	\$2,566,598
3% Operation Reserve	\$55,329	\$59,352	\$59,519	\$62,227	\$63,110

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - 1% Rent Increase

<b>GRANT PROGRAM FUNDS</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
Program Description	Estimated Actuals	Proposed Budget	Projected Budget	Projected Budget	Projected Budget
<b>STATE GRANT/CDD</b>					
COST CENTER 005501					
<b>REVENUE</b>					
8290 Child Development Apportionments	\$461,637	\$679,000	\$679,000	\$679,000	\$679,000
8590 Other State Revenue	\$461,637	\$679,000	\$679,000	\$679,000	\$679,000
<b>Total Revenue:</b>	<b>\$923,275</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>
<b>EXPENDITURES</b>					
5810 Serv./Contracts	\$923,275	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
<b>Total Expenditures:</b>	<b>\$923,275</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>					
COST CENTER 005712					
<b>REVENUE</b>					
8689 All Other Fees & Contracts	\$111,488	\$136,000	\$136,000	\$136,000	\$136,000
8290 Other Local Revenue/CDBG	\$238,930	\$64,000	\$64,000	\$64,000	\$64,000
<b>Total Revenue:</b>	<b>\$350,418</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>EXPENDITURES</b>					
5817 Scholarships	\$350,418	\$200,000	\$200,000	\$200,000	\$200,000
<b>Total Expenditures:</b>	<b>\$350,418</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
<b>GRANT PROGRAM FUND SUMMARY</b>					
<b>REVENUE</b>	\$1,273,693	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
<b>EXPENDITURES</b>	\$1,273,693	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$2,368,276</b>	<b>\$2,460,236</b>	<b>\$2,566,533</b>	<b>\$2,602,683</b>	<b>\$2,629,708</b>
(Operating Fund + Grant Program Funds)					

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - 1% Rent Increase

### **Budget Assumptions**

- (1) Budgeted \$10K for AED in FY 2026-27, ID Cards, and potential replacement or addition of one security radio per year.*
- (2) 5% increase year over year.*
- (3) Required water testing every 5 years beginning FY 2022-23.*
- (4) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff.*
- (5) Increase due to addition of 1 IUSD employee, FY 2023-24 IUSD Salary Settlement, and projected increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees.*
- (6) Increase due to FY 2023-24 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.*
- (7) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement, a 3.5% increase for salaries, a \$6K YMCA contract increase each year, and an additional ICCP Coordinator as instructed by City's Finance/Payroll department.*
- (8) Starting FY 2020-21, projecting \$35K every other year to replace out dated custodial work vans.*
- (9) Debt payment for custodial equipment for 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 and ended June 2024.*

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - 2% Rent Increase

OPERATING FUND	2023-24	2024-25	2025-26	2026-27	2027-28
Program Description	Estimated	Proposed	Projected	Projected	Projected
ICCP - Regular Programs	Actuals	Budget	Budget	Budget	Budget
<b>COST CENTER 005710</b>					
<b>REVENUE</b>					
8650 Portable Fees Cnty	\$1,970,668	\$2,010,081	\$2,050,283	\$2,091,288	\$2,133,114
8660 Interest Income Cnty	\$100,000	\$80,000	\$80,000	\$80,000	\$80,000
<b>Total Revenue:</b>	<b>\$2,070,668</b>	<b>\$2,090,081</b>	<b>\$2,130,283</b>	<b>\$2,171,288</b>	<b>\$2,213,114</b>
<b>OPERATING EXPENDITURES</b>					
4305 Campus Safety	\$5,000	\$5,150 (1)	\$5,150 (1)	\$15,150 (1)	\$5,150 (1)
4306 M & O Repairs done by IUSD	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5450 Insurance	\$130,491	\$137,016 (2)	\$143,866 (2)	\$151,060 (2)	\$158,613 (2)
5500 Utilities	\$105,935	\$111,232 (2)	\$116,793 (2)	\$122,633 (2)	\$128,765 (2)
5601 Non-Cap Site/Bldg Improve./Rehab	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
5810 Services/Contracts (Water testing Req)	\$0	\$0	\$0	\$0	\$30,000 (3)
5811 Consultants	\$65,000	\$65,000 (4)	\$65,000 (4)	\$65,000 (4)	\$65,000 (4)
5817 Scholarships	\$30,372	\$30,000	\$30,000	\$30,000	\$30,000
5837 Interest Expense	\$15,000	\$12,000	\$12,000	\$12,000	\$12,000
5838 Audit	\$33,500	\$18,500	\$20,000	\$22,000	\$24,000
5861 Facilities & Financial Support / IUSD	\$95,225	\$133,329 (5)	\$135,255 (5)	\$136,445 (5)	\$138,620 (5)
5862 Custodial Services	\$663,405	\$702,144 (6)	\$708,520 (6)	\$718,502 (6)	\$725,308 (6)
5864 Program Coordination / City	\$360,188	\$534,044 (7)	\$552,397 (7)	\$571,441 (7)	\$591,205 (7)
<b>Total Operating Expenditures:</b>	<b>\$1,584,116</b>	<b>\$1,828,414</b>	<b>\$1,868,982</b>	<b>\$1,924,231</b>	<b>\$1,988,660</b>
<b>Total Excess (Deficiency):</b>	<b>\$486,552</b>	<b>\$261,667</b>	<b>\$261,301</b>	<b>\$247,058</b>	<b>\$224,454</b>
<b>CAPITAL EXPENDITURES</b>					
6210 Building Improvement / \$5K Threshold	\$125,000	\$115,000	\$115,000	\$115,000	\$115,000
5862 Custodial Vehicles	\$0	\$35,000 (8)	\$0	\$35,000 (8)	\$0
7439 Debt Service	\$135,173 (9)	\$0	\$0	\$0	\$0
<b>Total Capital Expenditures:</b>	<b>\$260,173</b>	<b>\$150,000</b>	<b>\$115,000</b>	<b>\$150,000</b>	<b>\$115,000</b>
<b>Net Increase (Decrease):</b>	<b>\$226,379</b>	<b>\$111,667</b>	<b>\$146,301</b>	<b>\$97,058</b>	<b>\$109,454</b>
Beginning Balance, July 1	\$2,141,897	\$2,368,276	\$2,479,943	\$2,626,244	\$2,723,302
Ending Balance, June 30	\$2,368,276	\$2,479,943	\$2,626,244	\$2,723,302	\$2,832,756
<b>Components of Ending Balance:</b>					
Capital Facilities (Modular Replacement) Reserve	\$2,312,947	\$2,420,590	\$2,566,724	\$2,661,075	\$2,769,646
3% Operation Reserve	\$55,329	\$59,352	\$59,519	\$62,227	\$63,110

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - 2% Rent Increase

<b>GRANT PROGRAM FUNDS</b> Program Description	<b>2023-24</b> Estimated Actuals	<b>2024-25</b> Proposed Budget	<b>2025-26</b> Projected Budget	<b>2026-27</b> Projected Budget	<b>2027-28</b> Projected Budget
<b>STATE GRANT/CDD</b>					
COST CENTER 005501					
<b>REVENUE</b>					
8290 Child Development Apportionments	\$461,637	\$679,000	\$679,000	\$679,000	\$679,000
8590 Other State Revenue	\$461,637	\$679,000	\$679,000	\$679,000	\$679,000
<b>Total Revenue:</b>	<b>\$923,275</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>
<b>EXPENDITURES</b>					
5810 Serv./Contracts	\$923,275	\$1,358,000	\$1,358,000	\$1,358,000	\$1,358,000
<b>Total Expenditures:</b>	<b>\$923,275</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>	<b>\$1,358,000</b>
Deferred Revenue (Carry-over):	\$0	\$0	\$0	\$0	\$0
<b>LOCAL GRANT / Irvine Childrens Fund (ICF)</b>					
COST CENTER 005712					
<b>REVENUE</b>					
8689 All Other Fees & Contracts	\$111,488	\$136,000	\$136,000	\$136,000	\$136,000
8290 Other Local Revenue/CDBG	\$238,930	\$64,000	\$64,000	\$64,000	\$64,000
<b>Total Revenue:</b>	<b>\$350,418</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>EXPENDITURES</b>					
5817 Scholarships	\$350,418	\$200,000	\$200,000	\$200,000	\$200,000
<b>Total Expenditures:</b>	<b>\$350,418</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>
Fund Balance (U):	\$0	\$0	\$0	\$0	\$0
<b>GRANT PROGRAM FUND SUMMARY</b>					
<b>REVENUE</b>	\$1,273,693	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
<b>EXPENDITURES</b>	\$1,273,693	\$1,558,000	\$1,558,000	\$1,558,000	\$1,558,000
<b>Total Excess (Deficiency):</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Beginning Balance, July 1	\$0	\$0	\$0	\$0	\$0
Ending Balance, June 30	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ICCP FUND BALANCE:</b>	<b>\$2,368,276</b>	<b>\$2,479,943</b>	<b>\$2,626,244</b>	<b>\$2,723,302</b>	<b>\$2,832,756</b>
(Operating Fund + Grant Program Funds)					

# Irvine Child Care Project

(A California Joint Powers Authority)

Statement Of Revenues, Expenditures, and Changes

## Proposed Budget FY 2024-25 with Multi Year Budget Projection - 2% Rent Increase

### **Budget Assumptions**

- (1) Budgeted \$10K for AED in FY 2026-27, ID Cards, and potential replacement or addition of one security radio per year.*
- (2) 5% increase year over year.*
- (3) Required water testing every 5 years beginning FY 2022-23.*
- (4) Consultant to assess and plan rehab and repair work on existing portables to be managed and supervised by IUSD staff.*
- (5) Increase due to addition of 1 IUSD employee, FY 2023-24 IUSD Salary Settlement, and projected increase for step in column & benefit increases of Facilities and Finance salaries for IUSD employees.*
- (6) Increase due to FY 2023-24 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.*
- (7) Program Coordination includes \$2,900 in program supplies to be distributed to sites to support quality enhancement, a 3.5% increase for salaries, a \$6K YMCA contract increase each year, and an additional ICCP Coordinator as instructed by City's Finance/Payroll department.*
- (8) Starting FY 2020-21, projecting \$35K every other year to replace out dated custodial work vans.*
- (9) Debt payment for custodial equipment for 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 and ended June 2024.*