

**CITY OF IRVINE**  
**FUNDING AGREEMENT**

This Agreement is entered into as of February 25, 2026, by and between THE CITY OF IRVINE ("City") and IRVINE CHILDREN'S FUND ("Grantee") pursuant to the following terms and conditions:

1. Funding Description

The City of Irvine has approved providing Grantee the sum of \$1,000.00 for FY 2025-26. This sum and any interest earned thereon shall be used by Grantee exclusively for the purpose of providing the program or service that is described in Exhibit "A". Grantee shall be solely responsible for implementation and operation of the program or service in a manner that is consistent with the description in Exhibit "A"

2. Use of Funds

- A The funds shall be used solely for the purposes set forth in Section 1, and Grantee shall use its best efforts to ensure that all funds are used in a, efficient and effective manner. Funds shall not under any circumstances be donated to a political action committee or to any candidate seeking election to office.
- B Deviation from the approved program or service proposal or budget, attached as Exhibit "A," may be made only with the City Manager's prior written approval.
- C Any amounts remaining unexpended and/or unencumbered at the end of the funding period, together with any amounts the City determines to have been spent in a manner inconsistent with the terms of this Agreement shall be returned to the City within ten (10) working days after the end of the funding period.

3. Distribution of Funds

The funds shall be disbursed by the City in one payment of \$1,000.00 with disbursement to be made upon receipt of the execution of this Agreement.

4. Reporting Requirements

- A No later than one year following the date of receipt of funding, Grantee shall provide the City with a written narrative report. This submission must detail expenditures of funds for the program(s) or service(s) described in Exhibit "A" and a narrative report on the project and its significance. The submission should compare actual expenditures and accomplishments with the budget and objectives described in Exhibit "A" Grantee shall be accountable for revenue and expenditures through standard bookkeeping procedures.
- B At the request of the City, Grantee shall provide a current financial accounting of expenditures for the purpose of monitoring the program or service within 3) days of receipt of such written request.

## 5. Indemnity

Grantee shall protect, save, defend, indemnify and hold harmless the City, its City Council and each member thereof, its officers, agents, and employees from any and all claims, demands, damages and other liability, including costs and attorneys' fees, resulting from or arising out of performance under this Agreement; the use of the funds; the operation of any program or service for which any funding under this Agreement is expended; or in any way connected with the negligent or willful act, omission or error of Grantee, its officers, agents, employees, or business visitors or invitees.

## 6. Nature of Relationship

The obligations and participation of the City hereunder shall be limited solely to the discretionary issuance of funds to Grantee in accordance with the terms of this Agreement. Any individuals retained or employed by Grantee to provide programs or services under this Agreement shall be considered the employees, agents or independent contractors of Grantee and not of the City. Grantee shall be solely responsible for providing its employees with any applicable pay or wages, benefits, state and federal employment taxes, and workers' compensation coverage; and for collecting applicable state and federal employment and income taxes and forms; and for otherwise complying with all other legal requirements with respect to those employees. Grantee is not engaged in an employment relationship, partnership or joint venture with the City. The City shall not have nor exercise any control or direction over the methods by which Grantee or its employees shall perform their work and functions. The parties expressly agree that no act, omission or error of Grantee pursuant to the terms and conditions of this Agreement shall be construed to make or render Grantee or any of its employees the agent, employee or servant of the City. Neither the Grantee nor any of its employees shall be entitled to vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit of any kind from the City.

## 7. Regulatory Approvals and Legal Compliance

Grantee shall be solely responsible for obtaining any licenses, permits or regulatory approvals necessary to commence the programs or services for which the funding is being given pursuant to Section 1. Grantee shall properly screen all individuals hired with funding to ensure that such persons have all necessary and proper professional credentials required for the provision of the programs or services described in Exhibit "A". Furthermore, Grantee shall comply with all applicable federal, state and local laws and regulations with respect to the implementation of the programs or services described in Section 1.

### a. Miscellaneous

- A. This Agreement is the entire agreement between the City and Grantee with respect to the subject matter hereof. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The waiver of any breach or default hereunder shall not operate as or be construed to be a waiver of any subsequent breach or default.

- B. No changes or additions to this Agreement shall be of any force or effect unless set forth in a written amendment signed by the City and Grantee.
- C. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

9. Nondiscrimination

Grantee shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, sexual orientation, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

GRANTEE

By: D. Sharon Wellikow  
Its: ICF Director

CITY

By: DocuSigned by:  
Sean Crumby  
DOB786014D324B0...  
Its: Sean Crumby  
City Manager

Attest:

By: Signed by:  
Carl Petersen  
0FCAD91F02E547D...  
Carl Petersen  
City Clerk, City of Irvine

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

DocuSigned by:  
Jeff Melching  
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Jeffrey Melching

**DESCRIPTION OF PROGRAM AND BUDGET**

On February 24, 2026, the City Council approved a FY 2025-26 grant award for Irvine Children's Fund i, support of program costs.

Program Activity

The Irvine Children's Fund is a non-profit community support organization, whose mission is to raise funds to help parents meet the before and after school child care needs for children at Irvine elementary school sites and to provide child care scholarships.

Fiscal Year 2025-26 Budget

Support of program costs.	\$1,000
Total:	\$1,000