

Agenda Items: ID#20-00928 (1-U)

Date: 7/16/2020

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CITY OF FRESNO
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FRESNO CITY COUNCIL



Additional Information

Agenda Related Item(s) – ID#20-00928 (1-U)

Item(s)

Actions pertaining to COVID-19 response and the Central Valley Children Services Network:

1. Authorize the City Manager to execute a grant agreement with Central Valley Children Services Network for child care services for essential workers in the amount of \$2,389,808
2. ***RESOLUTION – Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2020-159 appropriating \$2,389,808 from the City's Coronavirus Relief Fund to fund the Central Valley Children Services Network child care program (Requires 5 affirmative votes) (Subject to Mayor's Veto)

Contents: Grant Agreement

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

**GRANT AGREEMENT BETWEEN
THE CITY OF FRESNO AND CENTRAL VALLEY CHILDREN SERVICES NETWORK
REGARDING CHILD CARE FOR COVID-19 ESSENTIAL WORKERS**

THIS GRANT AGREEMENT (AGREEMENT) is made and entered into effective upon execution by both parties (the Effective Date), by and between the CITY OF FRESNO (the CITY), and CENTRAL VALLEY CHILDREN SERVICES NETWORK (CVCSN), for implementation of child care funding for COVID-19 essential workers.

RECITALS

WHEREAS, access to quality child care is vitally important for essential workers and all families in Fresno County; and

WHEREAS, when parents have access to quality child care they can work, financially support their families and contribute to the prosperity of our region; and

WHEREAS, child care providers are community anchors that strengthen neighborhoods and create the environment for early learning; and

WHEREAS, children who receive quality early education are ready to enter school and ready to success in work and life; and

WHEREAS, CVCSN shall develop a two-pronged response of distributing essential worker child care vouchers and increasing allocations to child care providers for PPE and cleaning supplies to bridge funding for child care through December 30 2020 and to ensure that essential workers who are parents or guardians of young children can continue to do their jobs at full productivity, despite the shutdown of schools and some child care centers, and the variable school reopening plans due to COVID-19; and

WHEREAS, CVCSN represents it desires to and is professionally and legally capable of prioritizing utilization of the existing system of care providers for safe, rapid and no-cost access to child care to augment emergency child care actions currently in place; and

WHEREAS, CVCSN acknowledges that grant funds being provided under this Agreement will be derived from the City's Coronavirus Relief Fund allocation under the federal CARES Act (42 U.S.C. 801 et seq.) and subject to the constraints set forth in the CARES Act; and

WHEREAS, this Agreement will be administered for the City by its City Manager or its designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CVCSN shall perform to the satisfaction of the CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Grant Amount. City shall provide CVCSN with up to \$2,389,808.00 for the services described in **Exhibit A**. The City shall pay CVCSN \$597,452.00 upon execution of the Agreement by all parties and proof of insurance provided to and approved by City Risk Department. Thereafter, the City shall make six monthly payments to CVCSN in the amount of \$298,726.00 beginning in August 2020 and ending in January 2021.

3. Term of Agreement and Time for Performance. This Agreement shall be effective from the Effective Date through December 30, 2020, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit A** are to commence upon the Effective Date and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

4. Amendment to Increase or Decrease Scope of Services: The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to CVCSN's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CVCSN shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

5. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the City or to CVCSN upon the earlier of: (i) CVCSN filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CVCSN; (ii) seven calendar days prior written notice with or without cause by the City to CVCSN; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CVCSN shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of CVCSN that are owned by the City. Subject to the terms of this Agreement, CVCSN shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CVCSN shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CVCSN to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the CVCSN, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the CVCSN, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CVCSN shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event CVCSN fails to comply with any terms or conditions of this Agreement.

(f) CVCSN shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CVCSN and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CVCSN shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

6. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CVCSN pursuant to this Agreement shall not be made available to any individual or organization by CVCSN without the prior written approval of the City. During the term of this Agreement, and thereafter, CVCSN shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(b) Any and all writings and documents prepared or provided by CVCSN pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. CVCSN shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CVCSN should subcontract all or any portion of the services to be performed under this Agreement, CVCSN shall cause each subcontractor to also comply with the requirements of this Section 6.

(d) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CVCSN represents to the City that CVCSN and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the CVCSN and any subcontractors to do and perform such services in a skillful manner and the CVCSN agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of CVCSN or any subcontractors from said professional standards.

8. Indemnification.

To the furthest extent allowed by law, CVCSN shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CVCSN, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CVCSN should subcontract all or any portion of the services to be performed under this Agreement, CVCSN shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Notwithstanding the aforementioned, CVCSN recognizes that the source of funds for the Agreement is the City's allocation from the federal Coronavirus Relief Fund, distributed pursuant to the CARES Act (42 U.S.C. 801.) To this end CVCSN shall, without limitation, indemnify the City, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages incurred by the City from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CVCSN or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement and compliance with the federal CARES Act, including specifically reimbursement to the United States Department of Treasury under 42 U.S.C. 801(f)(2) for failure to comply with the CARES Act.

This section shall survive termination or expiration of this Agreement.

9. Insurance. CVCSN shall comply with all of the insurance requirements in **Exhibit C** to this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, CVCSN shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit D**. During the term of this Agreement, CVCSN shall have the obligation

and duty to immediately notify the City in writing of any change to the information provided by CVCSN in such statement.

(b) CVCSN shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, CVCSN shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CVCSN and the respective subcontractor(s) are in full compliance with all laws and regulations. CVCSN shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CVCSN DSS shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, CVCSN shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CVCSN represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CVCSN, nor any of CVCSN subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CVCSN and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CVCSN shall remain responsible for complying with Section 10(b), above.

(f) If CVCSN should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CVCSN shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. CARES Act Compliance and Certification. CVCSN shall submit only those expenditures eligible for payment from CARES Act funds pursuant to 42 U.S.C. 801(d) which requires that all expenditures:

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of March 27, 2020, for the State or government; and

(3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

CVCSN shall provide the City with invoices and receipts, in a form agreed to by the parties, accompanied by a certification signed by the Chief Executive or designee of CVCSN certifying that the uses of the grant funds are consistent with 42 U.S.C. 801(d). CVCSN's failure to provide a Certification may be considered a default under this Section 4 of this Agreement.

12. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or designee.

(b) Records of CVCSN expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. CVCSN shall furthermore comply with all CARES Act funding requirements as set forth in 42 U.S.C 801, et seq.

In addition, all books, documents, papers, and records of CVCSN pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If CVCSN should subcontract all or any portion of the services to be performed under this Agreement, CVCSN shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 12(b) shall survive expiration or termination of this Agreement.

(c) CVCSN shall submit an initial expenditure report to City within 90 days of the Effective Date and shall submit a final expenditure report within 45 days after termination of the Agreement. The expenditure report shall contain detailed information with an ongoing tracking of the specific uses and expenditures of any grant funds broken out by uses. Program reports shall be in a form and schedule as mutually agreed to by the parties. In addition to the expenditure and program reports, City may require supplemental reporting with written notice to CVCSN. If CVCSN fails to provide such documentation, City may terminate this Agreement in accordance with Section 5.

(d) Prior to execution of this Agreement by the City, CVCSN shall have provided evidence to the City that CVCSN is licensed to perform the services called for by this Agreement (or that no license is required). If CVCSN should subcontract all or

any portion of the work or services to be performed under this Agreement, CVCSN shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

13. Nondiscrimination. To the extent required by controlling federal, state, and local law, CVCSN shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CVCSN agrees as follows:

(a) CVCSN will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CVCSN will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. CVCSN shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to CVCSN's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CVCSN agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CVCSN will, in all solicitations or advertisements for employees placed by or on behalf of CVCSN in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(d) CVCSN will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the CVCSN's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CVCSN should subcontract all or any portion of the services to be performed under this Agreement, CVCSN shall cause each subcontractor to also comply with the requirements of this Section 13.

14. Independent Contractor.

(a) In the furnishing of the services provided for herein, CVCSN is acting solely as an independent contractor. Neither CVCSN, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which CVCSN shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that CVCSN is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CVCSN and the City. CVCSN shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, CVCSN shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CVCSN and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. CVCSN shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, CVCSN shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of CVCSN's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City's employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CVCSN may be providing services to others unrelated to the City or to this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17. Assignment.

(a) This Agreement is personal to CVCSN and there shall be no assignment by CVCSN of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by CVCSN, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) CVCSN hereby agrees not to assign the payment of any monies due CVCSN from the City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). The City retains the right to pay any and all monies due the CVCSN directly to the CVCSN.

18. Compliance With Law. In providing the services required under this Agreement, CVCSN shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the City, the CARES Act (42 U.S.C. 801 et seq.) and all other applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement,

the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and CVCSN.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

CENTRAL VALLEY CHILDREN
SERVICES NETWORK

By: _____
Date
Wilma Quan
City Manager, City of Fresno

By: Gregory Melton

Name: Gregory Melton

Title: Board President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Tracy N. Parvanian
Date
Tracy N. Parvanian
Senior Deputy City Attorney 7-13-20

By: Yvonne Spence

Name: Yvonne Spence

Title: Board Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

REVIEWED BY:

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Wilma Quan
City Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-7000
FAX: (559) 621-7990

CENTRAL VALLEY CHILDREN
SERVICES NETWORK:
Attention: Marco A. Jimenez, ED
1911 N. Helm Av.
Fresno, CA 93727
Phone: (559) 456-1100
FAX: (559) 475-7265

- Attachments:
1. Exhibit A - Scope of Services
 2. Exhibit B - Budget
 3. Exhibit C - Insurance Requirements
 4. Exhibit D - Conflict of Interest Disclosure Form

EXHIBIT A

**SCOPE OF SERVICES
GRANT AGREEMENT BETWEEN CITY OF FRESNO and
CVCSN REGARDING CHILD CARE FOR COVID-19 ESSENTIAL WORKERS**

Provide Essential Workers with Child Care Vouchers - \$1,506,890

- Provide 190 child care vouchers to essential workers, with priority to frontline healthcare workers, to enable them to secure no-cost child care for six months.
- Voucher will be sufficient to cover hazard pay for child care workers and the extra cost of providing care during the pandemic.
- Grant will pay for bridge funding from July 1, 2020, through December 31, 2020, for 40 City of Fresno children/families to continue utilizing child care services and 150 additional children/families.
- Funding will be provided from City to CVCSN for distribution to the child care homes, centers or parents for continuity of care, as allowed by law.
- Voucher follows the child, so if a child starts in a center for most of the day and then moves to a license-exempt home for the evening, the child remains covered.
- Families may choose from the following care providers:
 - Licensed child care center or licensed family child care home;
 - License-exempt school-age care for children in community settings;
 - Care by a professional caregiver, if the caregiver meets Trustline background check, in the family's home or in the caregiver's home for children from only one family; or
 - By a family member, friend or neighbor, if the caregiver meets Trustline background check and care for only one family

Provide Child Care Providers with PPE and Cleaning Supplies - \$665,663

- In order to meet safety precautions, child care providers utilize PPE and cleaning supplies beyond the scope of their contracted reimbursements which is becoming an issue for retention of child care homes and slots.
- A one-time fee of \$65.89 per child will be paid to providers to help offset cost of PPE and cleaning supplies based on 10,103 children in child care.
- Funding would be provided to CVCSN for distribution to the child care homes and centers.

Indirect/Administration Costs - \$217,255

- .10% of total program costs which covers a portion of administration of vouchers, accounting, IT, reporting and other operational costs.

EXHIBIT B

BUDGET

GRANT AGREEMENT BETWEEN CITY OF FRESNO and
CVCSN REGARDING CHILD CARE FOR COVID-19 ESSENTIAL WORKERS

City of Fresno Child Care CARES Act Funding Proposal

Child Care Vouchers	City	Notes
180 child vouchers for ages 0-12	1,506,880	Voucher annual cost of \$15,862 established by State. This reflects 6 months worth for 180 children.
Sub-total Vouchers	1,506,880	
Child Care PPE		
164 licensed child care centers and 478 licensed child care homes one time PPE and cleaning supplies stipend.	622,285	Amount calculated at \$65.89 per child basis (total 9,444 pre-COVID in licensed child care)
License-exempt homes	43,398	This is an estimate as there is no list of exempt-homes. They will be identified through outreach and with the assistance of the community partners involved with the UCSF-Fresno Mobile Heal project. It represents 659 children or a range of 110 - 325 homes.
Sub-total Child Care PPE	665,683	
Program Sub-total	2,172,563	
Indirect for CVCSN @ 10%	217,255	Indirect covers a portion of administration of vouchers, accounting, IT, reporting, and operations for CVCSN
TOTAL CHILD CARE PROPOSAL	2,389,808	

EXHIBIT C
INSURANCE REQUIREMENTS
GRANT AGREEMENT BETWEEN CITY OF FRESNO and
CVCSN REGARDING CHILD CARE FOR COVID-19 ESSENTIAL WORKERS

(a) Throughout the life of this Agreement, CVCSN shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. If the CVCSN is self-insured, the following requirements will outline the responsibility of the self-insured coverage. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CVCSN fails to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CVCSN shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CVCSN of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CVCSN shall not be deemed to release or diminish the liability of CVCSN, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and STATE by CVCSN shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CVCSN. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CVCSN, vendors, suppliers, invitees, consultants, medical professionals, subcontractors, consultants, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned

and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability including Abuse & Molestation Insurance that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

CVCSN shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;

- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Abuse & Molestation):

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CVCSN purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY and STATE and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CVCSN shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CVCSN shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY and STATE or any of their officers, officials, employees, agents and volunteers; or
- (ii) CVCSN shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice has been given to CITY, except ten days for nonpayment of premium. CVCSN is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CVCSN shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CVCSN shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name CITY and STATE and each of their officers, officials, agents, employees and volunteers as an additional insured. CVCSN shall establish additional insured status for the CITY and STATE for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsements providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CVCSN'S insurance shall be primary to and require no contribution from the CITY or STATE. The Commercial General Liability policy is required to include primary and non-contributory coverage in favor of the CITY and STATE for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to CITY and STATE and each of their officers, officials, employees, agents and volunteers. If CVCSN maintains higher limits of liability than the minimums shown above, CITY and STATE requires and shall be entitled to coverage for the higher limits of liability maintained by CVCSN.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, CVCSN'S insurance coverage shall be primary insurance with respect to the CITY and STATE and each of their officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY and STATE and each of their officers, officials, agents, employees and volunteers shall be excess of the CVCSN'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.

If the *Professional Liability (Abuse & Molestation) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CVCSN.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CVCSN, CVCSN must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS - CVCSN shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received by CITY's Risk Manager within a reasonable time after execution of this agreement.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CVCSN shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CVCSN shall also be required to provide all documents noted herein.

SUBCONTRACTORS- If CVCSN subcontracts any or all of the services to be performed under this Agreement, CVCSN shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry and shall indemnify CITY and STATE if failure to comply with this provision results in damages to the CITY or the CVCSN.

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
GRANT AGREEMENT BETWEEN CITY OF FRESNO and
CVCSN REGARDING CHILD CARE FOR COVID-19 ESSENTIAL WORKERS

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Gregory Melton
 Signature

7/13/2020
 Date

Gregory Melton
 (Name)

Central Valley Children's Serv. Net.
 (Company)

1911 N. Helm Ave
 (Address)

Additional page(s) attached.

Fresno, CA 93727
 (City, State Zip)