Special City Council Meeting
Thursday, March 26, 2020 at 3:00 PM
City Council Chambers, City Hall
Any person needing special accommodation for the meeting is requested to notify the City Clerk's Office at 857-4752.

Live stream of this meeting is available at https://www.facebook.com/cityofminot

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. ENACTMENT OF DISASTER AND EMERGENCY ORDINANCE- SECOND READING
   At the March 19th Special City Council meeting, the Council approved the attached ordinance on first reading. Approval on second reading is necessary if the Council wishes to enact the ordinance changes.

   Documents:
   EMERGENCY POWERS ORDINANCE_FINAL DRAFT.PDF

4. CHILDCARE FOR FIRST RESPONDERS
   4.1. BUDGET AMENDMENT- CHILDCARE FOR FIRST RESPONDERS
       It is recommended the City Council pass an ordinance amending the 2020 annual budget to increase the Emergency Fund Professional Service Contracts expenditures for the Emergency Personnel Childcare Services and approve the use of Emergency Fund cash reserves.

       Documents:
       36. 2020 BA - EMERGENCY PERSONNEL CHILDCARE SERVICES.PDF

   4.2. SCOPE OF SERVICES AND CONTRACT FOR CHILDCARE FOR FIRST RESPONDERS
       It is recommended the City Council approve the attached Services Agreement between the City of Minot and Reser, LLC dba The Learning Tree.

       Documents:
       SERVICES AGREEMENT.PDF
       EXHIBIT 1 TO DAYCARE SERVICES CONTRACT-FINAL.PDF

5. ADJOURNMENT
ORDINANCE NO:

AN ORDINANCE ENACTING A NEW DIVISION OF CHAPTER 2, ARTICLE II, TO BE TITLED “DISASTER AND EMERGENCY” WHICH SHALL AUTHORIZE THE MAYOR TO DECLARE A LOCAL DISASTER OR EMERGENCY AND TO PROVIDE FOR THE NECESSARY ORGANIZATION, POWERS, AND AUTHORITY TO PREPARE FOR, RESPOND TO, AND RECOVER FROM SUCH DECLARED LOCAL DISASTERS OR EMERGENCIES WHICH AFFECT THE HEALTH, SECURITY, SAFETY, OR PROPERTY OF THE CITY AND ITS RESIDENTS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§ 1 That Division 3 – Disaster and Emergency, of Article II, Chapter 2 of the Code of Ordinances is hereby enacted to read as follows:

Division 3. – DISASTER AND EMERGENCY

Sec. 2-36. Intent.

It is the intent of this Ordinance to provide the necessary organization, powers, and authority to enable the timely and effective use of all available city resources to prepare for, respond to, and recover from disasters and/or emergencies, natural and manmade, likely to affect the health, security, safety, or property of the city and its residents, whether such events occur within or without the corporate limits of the city.

Sec. 2-37. Definitions.

(a) Disaster, whether natural or manmade, shall include, but not be limited to, flood; fire; tornado; earthquake, severe high or low temperatures; water, land or air contamination; blizzard; landslide; mudslide; building or structural collapse; high water table; water pollution; air pollution; epidemic; pandemic disease; riot; blight; drought, civil emergency; utility emergency; severe energy shortages; snow; ice; windstorm; hazardous or toxic substance spills or releases; chemical spills or releases; petroleum spills or releases; biological material spills or releases; radiation releases or exposure; structural failure; public health emergency; infestation; explosions; or accidents.

(b) Civil emergency shall include, but not be limited to, any condition of unrest, riot, civil disobedience, affray, unlawful assembly, hostile military or paramilitary action, war, terrorism or sabotage.

(c) Utility emergency shall include, but not be limited to, conditions which endanger or threaten to endanger the safety, potability, availability, transmission, distribution, treatment, or storage of water, natural gas, gas, fuel, or electricity.

Sec. 2-38. Powers.

(a) The mayor of the City of Minot is authorized, if the mayor finds the city or any part of thereof is suffering or is in imminent danger of suffering a natural or manmade
disaster, civil or utility emergency, to declare a local disaster or emergency pursuant to NDCC 37-17.1-10 and take the following procedural actions and orders, including, but not limited to:

1. Suspend, limit, cancel, convene, reschedule, postpone, continue, or relocated all meetings of the city council, and any city committee, commission, board, authority, or other city body as deemed appropriate by the mayor.

2. Suspend or limit the sale, distribution, dispensing, or transportation of alcoholic beverages, firearms, explosives, and combustible products and require the closing of those businesses or parts of businesses insofar as the sale, distribution, dispensing, or transportation of these items are concerned.

3. Establish a curfew during such hours of the days or nights and affecting such categories of persons as may be designated.

4. Require the closing of business establishments.

5. Prohibit the sale or distribution within the city of any products which could be employed in a manner which would constitute a danger to public safety.

6. Close any and all streets, alleys, sidewalks, bike paths, public parks, or public ways.

7. Temporarily suspend or modify, for not more than sixty (60) days, any regulation or ordinance of the city, including, but not limited to, those regarding health, safety, and zoning. This period may be extended upon approval of the city council.

8. Require the continuation, termination, disconnection, limitation, or suspension of natural gas, electrical power, water, sewer, or other public utilities or services.

9. Control, restrict, allocate, or regulate the use, sale, production, or distribution of food, water, fuel, clothing, and/or other commodities, materials, goods, services, and resources.

10. Suspend or limit burning of any items or property within the city limits and up to two (2) miles outside the corporate limits.

11. Require emergency services of any city officer or employee. If regular city forces are determined to be inadequate, then to acquire the services of such other personnel as the mayor can obtain that are available, including citizen volunteers. All duly authorized persons rendering emergency services shall be entitled to the privileges and immunities as are provided by state law to other registered and identified disaster emergency workers.

12. Utilize all available resources of the city as reasonably necessary to manage the disaster or emergency.

13. Evacuate all or part of the population from any stricken or threatened areas within the city if the mayor deems this action is necessary for the preservation of life, property, or other disaster or emergency mitigation, response or recovery and to prescribe routes, modes of transportation and destination in connection with an evacuation.

14. Purchase or lease materials, supplies, or equipment during the local disaster or emergency, and to authorize any or all agencies or city officials to directly purchase or lease those materials, supplies, or equipment essential to continue the work of the city involved without the advertisement of bids. Purchases or
leases exceeding the amount of thirty thousand dollars ($30,000.00) shall require prior approval by the city auditor.

15. Hire and/or contract for construction, engineering, architectural, building, electrical, plumbing, and/or other professional or construction services essential to the continuation of the activities of the city without the advertisement for bids or compliance with procurement requirements. Such contracts shall not exceed thirty thousand dollars ($30,000.00) without prior approval having been given by the city auditor.

16. Make application for local, state, or federal assistance.

17. Establish and control routes of transportation, ingress or egress.

18. Control ingress and egress from any designated disaster or emergency area or homes, buildings, structures, or areas located therein.

19. Subject to any requirements established by law for compensation, utilize private property as necessary to cope with emergency or disaster conditions.

20. Appropriate and expend funds, exclude contracts, authorize the obtaining and acquisition of property, equipment, services, supplies, and materials without strict compliance with procurement regulations or procedures.

21. Transfer the direction, personnel, or functions of city departments and agencies for the purpose of performing or facilitating emergency or disaster services.

22. Accept services, gifts, grants, loans, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources.

23. Order the isolation, quarantine, or segregation of persons or animals when reasonably necessary to prevent the introduction or transmission of infectious or contagious agents or toxins. Any such isolation or quarantine must be by the least restrictive means necessary to prevent the exposure, transmission, or spreading of a communicable, or potentially communicable, disease, agent, or toxin to others and may include, but is not limited to, confinement to private homes or other private or public premises.

24. Terminate or suspend any process, operation, machine, device, or event that is or may negatively impact the health, safety, and welfare of persons or property within the city.

25. Delegate authority to such city officials as the mayor determines reasonably necessary, convenient, or expedient.

26. Close or cancel the use of any municipally owned or operated building or other public facility.

27. Exercise such powers and functions in light of the exigencies of emergency or disaster including the waiving of compliance with any time-consuming procedures and formalities, including notices, as may be prescribed by law.

28. Remove, demolish, abate, clean up, mitigate, decontaminate, or disinfect any structure, debris, wreckage, site, or location or to otherwise mitigate the effects of any emergency or disaster.

29. To issue any and all such orders or undertake such other functions and activities as the mayor reasonably believes is required or appropriate to protect the health, safety, and welfare of persons or property within the city.

(b) The declaration shall be promptly filed with the city auditor and the public shall be
notified through general publicity of said declaration.
(c) The declaration of a local disaster or emergency shall be in effect for a period of up to thirty (30) days. This period may be extended only upon approval of the city council.
(d) If the mayor is unavailable, the president of the city council shall have said authority, followed by the vice president of the city council, and then followed by the most senior ranked member of the city council.

Sec. 2-39. Violation.

No person shall violate or fail to comply with any emergency order issued in accordance with this section, or obstruct or interfere with the execution of any emergency order. The penalty for a violation of any provision of this Division shall be in accordance with section 1-8 of the Minot Code of Ordinances.

Sec. 2-40. Location of governing body meetings and departments.

(a) Whenever an emergency or disaster makes it imprudent or impossible to conduct the affairs of the city at its regular locations, the governing body may meet at any place, inside or outside the city limits. Any temporary disaster meeting location for the governing body shall continue until a new location is established or until the emergency or disaster is eliminated and the governing body is able to return to its normal location.
(b) Whenever an emergency or disaster makes it imprudent or impossible to conduct the affairs of any department of the city at its regular location, such department may conduct its business at any place, inside or outside the city limits, and may remain at the temporary location until the emergency or disaster is declared ended or until the department is able to return to its normal location.
(c) Any official act or meeting required to be performed at any regular location of the governing body or of its departments shall be valid when performed at any temporary location established under this section.

Sec. 2-41. Mutual aid agreements.

(a) The mayor may, on behalf of the city, enter into such reciprocal aid, mutual aid, joint powers agreements, intergovernmental assistance agreements, or other compacts, plans, or agreements with other governmental entities for the protection of life and property. Such agreements may include the furnishing or exchange of supplies, equipment, facilities, personnel, and/or services.
(b) The governing body or any of its committees, commissions, or authorities may exercise such powers and functions in light of the exigencies of the emergency or disaster and may waive compliance with time consuming procedures and formalities prescribed by law.
Sec. 2-42. Authority to enter property.

During the period of a declared emergency or disaster, a city employee or authorized agent may enter onto or upon private property if the employee or authorized agent has reasonable grounds to believe that there is a true emergency or disaster and an immediate need for assistance for the protection of life or property, and that entering onto the private land will allow the employee or authorized agent to take such steps to alleviate or minimize the emergency or disaster or to prevent or minimize risk or danger to lives or property from the declared emergency or disaster.

Sec. 2-43. Scope and application.

The provisions of this section shall apply to all executive, legislative, and judicial branches, powers, and functions conferred upon the city and its officers, employees, and authorized agents.

§ 2 That Division 1 – Generally, of Article III, Chapter 2 of the Code of Ordinances is hereby enacted to read as follows:

Secs. 2-44-46. – Reserved.

§ 3 This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: March 19, 2020

PASSED SECOND READING: __________________________

ATTEST: APPROVED:

_________________________ _________________________
Kelly Matalka, City Clerk Shaun Sipma, Mayor
ORDINANCE NO:

AN ORDINANCE AMENDING THE 2020 ANNUAL BUDGET TO INCREASE THE EMERGENCY FUND PROFESSIONAL SERVICE CONTRACTS EXPENDITURES FOR THE EMERGENCY PERSONNEL CHILDCARE SERVICES AND APPROVE THE USE OF EMERGENCY FUND CASH RESERVES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§1: An ordinance amending the 2020 annual budget to increase the Emergency Fund Professional Service Contracts expenditures for the Emergency Personnel Childcare Services and approve the use of Emergency Fund cash reserves.

| 230-7200-419.03-22 | $ 40,000 |

§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

__________________________
Shaun Sipma, Mayor

___________________________
Kelly Matalka, City Clerk
SERVICES AGREEMENT
City of Minot and Reser LLC d/b/a The Learning Tree

This Agreement is entered into on this ___ day of ________________, 2020, by and between the City of Minot (hereinafter “City”) and Reser LLC d/b/a/ The Learning Tree (hereinafter “Provider”).

WHEREAS, the Provider has agreed to provide certain daycare services during the COVID-19 pandemic and the City has agreed to compensate Provider for those services; and

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:
1. **Authority.** The Parties have the legal authority to enter into this Agreement. The City is a municipality and has authorities from both statutory law and the provisions of the Minot Home Rule City Charter which permit it to enter into this Agreement; the Provider is a daycare provider with a valid and current license from the State of North Dakota and is permitted to provide the services specifically described in this Agreement.

2. **Term.** The term of this Agreement shall be from March 23, 2020 through April 20, 2020. The Agreement may be renewed or extended by written agreement of the Parties.

3. **Purpose.** Provider agrees to provide the services in accordance with the City of Minot COVID-19 Daycare Payment Policy document, which is attached and incorporated into this Agreement as Exhibit 1.

4. **Compensation.** City agrees to compensate the Provider for the services provided in accordance with the fees provided in Exhibit 1.

5. **Authority to Contract.** No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.

6. **Termination.** Either Party may terminate this Agreement at any time for its convenience. City will be responsible to pay for any services performed prior to termination. Provider will not be entitled to profit or compensation on work not performed.

7. **Insurance.** Provider shall secure and keep in force during the term of this Agreement, the following insurance coverages:
   a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per occurrence.
b. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Agreement.

c. Employer’s liability or “stop gap” insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Provider.

b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-” rating must be approved by the City. The policies shall be in form and terms approved by the City.

c. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this agreement.

d. The City and its agencies, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of the Provider.

e. A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the City.

f. The Provider shall furnish a certificate of insurance to the undersigned City representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.

g. Failure to provide insurance as required in this agreement is a material breach of Agreement entitling the City to terminate this agreement immediately.
h. Provider shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements. Provider shall provide on an ongoing basis, current certificates of insurance during the term of the Agreement. A renewal certificate will be provided 10 days prior to coverage expiration.

i. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

8. **Indemnification.** Provider agrees to defend, indemnify, and hold harmless the City, its agencies, officers and employees, from and against claims based on the vicarious liability of the City or its agents, but not against claims based on the City's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Provider to the City under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the City is necessary. Provider also agrees to reimburse the City for all costs, expenses and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

9. **Compliance with the Law.** Provider agrees to comply with all applicable local, state, and federal laws and regulations.

10. **Compliance with Public Records Laws.** Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understands that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon receiving a request for information under the public records law and to comply with City's instructions on how to respond to the request at no additional cost to the City.

11. **Independent Entity.** Provider is an independent entity under this Agreement and is not a City employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Provider retains sole and absolute discretion in the manner and means of
carrying out Provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

12. Notice. Notices required pursuant to this Agreement may be delivered in person to the City or in person to Provider. Notice may also be delivered via email, or by delivery of the same into the custody of the United States Postal Service, postage prepaid. Any such notice if by email or by United States Postal Service, shall be addressed as follows:

a. CITY:
City of Minot
P.O. Box 5006
Minot, ND 58702-5006
shaun.sipma@minotnd.org

b. PROVIDER:
Reser LLC d/b/a The Learning Tree
1021 6th Street SW
Minot, ND 58701
kevin@thelearningtreend.com

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same into the custody of said Postal Service. The City and Provider may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

15. Successors in Interest. The provisions of this Agreement shall be binding upon and shall insure to the benefit of the Parties hereto, and their respective successors and assignees.

16. Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty without the other party’s express written consent.

17. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.

18. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if
possible, the rights and obligations of the parties are to be construed and enforced as if
the Agreement did not contain that term.

19. **Attorneys’ Fees.** In the event a lawsuit is instituted by City to obtain performance due
under this Agreement, and City is the prevailing party, Provider shall, except when
prohibited law, pay City’s reasonable attorney fees and costs in connection with the
lawsuit.

20. **Governing Law and Venue.** This Agreement shall be construed and interpreted both as to
the validity and performance of the Parties in accordance with the laws of the State of
North Dakota. In the event of any dispute hereunder the forum shall be in District Court,
Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such
court and waives any claim of lack of jurisdiction or forum non conveniens.

21. **Entire Agreement and Modification.** This Agreement, including the Attachments,
constitutes the entire agreement between the Parties. There are no understandings,
agreements, or representations, oral or written, not specified in this Agreement. This
Agreement may not be modified, supplemented, or amended, in any manner, except by
written agreement signed by both Parties.

22. **Effectiveness of Agreement.** This Agreement is not effective until fully executed by both
Parties. If no start date is specified in the Term of Agreement, the most recent date of the
signatures of the parties shall be deemed the Effective Date.

23. **Authority to Execute.** The individuals signing this agreement hereby warrant and
represent that they are properly authorized to execute this Agreement and bind the Party
of whom they purport to represent.

Dated this ___ day of ________________, 2020.

**CITY OF MINOT, NORTH DAKOTA**

_____________________________________________
Shaun Sipma
Mayor

_____________________________________________
David Lakefield
Finance Director
RESER LLC D/B/A THE LEARNING TREE

Kevin Cross

Susan Cross
EXHIBIT 1

CITY OF MINOT COVID-19 DAYCARE PAYMENT POLICY

This Policy shall be attached to and made a part of the Services Agreement by and between the City of Minot and Reserv LLC d/b/a The Learning Tree (hereinafter “Provider”).

Provider shall provide the following services pursuant to this Agreement:

1. **License:**

   Provider shall secure and keep in force during the term of this Agreement a daycare provider license from the State of North Dakota. The license shall be applicable to all services provided pursuant to this Agreement, including but not necessarily limited to all locations, hours of operation, and number of children. Provider shall at all times remain compliant with all federal, state, and local laws and regulations regarding providing child care services.

2. **Locations and Hours of Operation:**

   As needed and subject to the other terms and provisions of the Agreement, Provider may provide services pursuant to this Agreement at the following locations and with the following hours of operations:

   a. **Edison Elementary School:**

      Hours of Operation: 7:00 AM – 6:00 PM

      Accepted Ages: Ages 6-12

      Number of Children: 40

   b. **Lewis and Clark Elementary School:**

      Hours of Operation: 7:00 AM – 6:00 PM

      Accepted Ages: Ages 6-12

      Number of Children: 40

   c. **Magic City Campus-Minot High School:**

      Hours of Operation: 7:00 AM – 6:00 PM

      Accepted Ages: Ages 0-5
Number of Children: 28

d. The Learning Tree Facility, 1021 6th Street SW; Minot, ND:
   Hours of Operation: 24 hour availability
   Accepted Ages: Ages 0-12
   Number of Children: 18 (total available under this Agreement)

Provider warrants and represents to the City that Minot Public Schools has authorized and approved Provider administering child care services out of its facilities.

3. **Eligibility for Services.**

   a. Emergency Personnel Eligible. Emergency Personnel are eligible to receive the daycare services described in this Agreement for their children or dependents. Emergency Personnel include law enforcement officers identified by the Minot Police Department or Ward County Sheriff’s Office as essential personnel; fire department employees identified by the Minot Fire Department as essential personnel; water and wastewater employees identified by the Minot Public Works Department as essential personnel; and healthcare employees or community ambulance employees identified by Trinity Health as essential personnel.

   b. Approved List. The entities with Emergency Personnel identified in Section 3(a) of this Exhibit shall provide the appropriate documentation to Provider no later than 6:00 PM the evening prior to care being provided. In the event there is more need than available space, Provider shall provide services to Emergency Personnel on a first-come-first-serve basis.

   c. Emergency Personnel Cost for Services. Emergency Personnel shall not be responsible for any costs relating to the services provided pursuant to this Agreement. Emergency Personnel shall be responsible for any costs of materials, supplies, etc. not covered by this Agreement (e.g., diapers, formula, nap mats etc.).

4. **Specific Services to be Provided, Administered, and Supervised by Minot Public Schools:**

Provider warrants and represents that the following services shall be provided, administered, and supervised by Minot Public Schools:
a. **Food Preparation and Meal Services**: Minot Public Schools shall provide, administer, and supervise all food preparation and meal services at its facilities, at no cost to the City.

b. **Supervision and Administration of Medications and First Aid**: Minot Public Schools shall provide, administer, and supervise the administration of all medications and first aid at its facilities, at no cost to the City. Any medications in their custody and control will be kept in a lock box when not being administered.

c. **Cleaning and Janitorial Services**: Minot Public Schools shall provide, administer and supervise deep cleaning of its facilities every day, in a manner that is consistent with CDC guidelines for COVID-19 prevention, at no cost to the City.

5. **Extra Parameters**

In addition to the requirements for all daycare facilities, the Provider shall take the extra steps to ensure the facilities are safe, secure, and clean in light of the COVID-19 pandemic:

a. **COVID-19 Symptoms**: If any child in Provider’s care or worker at any of the locations described in this Exhibit displays signs of COVID-19 (temperature 100.4 or above; coughing; shortness of breath), all locations will be shut down for the remainder of that day. If any child in Provider’s care or worker at any of the locations described in this Exhibit tests positively for COVID-19 or is diagnosed by a licensed medical provider with COVID-19, the location in which the child is enrolled or worker is working shall be shut down and shall not reopen until it is thoroughly cleaned per CDC and state guidelines and approved to be reopened by First District Health Unit. Further, every child and worker at the location that is shut down due to a positive COVID-19 test shall be excluded from child care under this Agreement at any site for a period of 14 days or until they receive a negative test for COVID-19.

b. **Temperature Checks**: Provider will provide temperature checks for every child in its care multiple times throughout each day.

c. **Drop-off/Pick-up Restrictions**: Parents or guardians of children will not be permitted to enter the locations identified in this Exhibit, beyond the front entry, when dropping children or dependents off and picking children or dependents up. Provider’s staff will meet children at the front entry, ensure they are on the list for that particular day, and allow the children in the specific facility.

d. **Check-in/Check-out Policies**: If a parent or guardian picks a child up early from Provider’s care for any reason, the child will not be permitted to be dropped off at any of the locations identified in this Exhibit again that day.
e. **Online Learning Accessibility:** Children in elementary school with electronic devices will have internet access at the locations identified in this Exhibit to complete distance learning activities or homework assignments.

f. **Cleaning and Janitorial Services:** Provider shall provide, administer and supervise deep cleaning of the Learning Tree facility every day, in a manner that is consistent with CDC guidelines for COVID-19 prevention, at no cost to the City.

g. **CDC Guidelines:** Provider will take steps to adhere to the Center for Disease Control’s guidelines relating to COVID-19, including social distancing when applicable.

6. **City Costs Associated with Services:**

   The City shall pay the Provider the following fees for providing the services pursuant to this Agreement:

   a. The City shall pay the Provider $5,600.00 per week;

   b. The City shall pay the Provider $450.00 per week for each full time Provider staff member needed to care for the children of Emergency Personnel (up to a maximum of four (4) Provider staff members) receiving daycare services under this Agreement.