

CITY OF HARRISONBURG ARPA CHILD CARE FUND GRANT AGREEMENT

This grant agreement is made and entered into this ____ day of _____ 2024 by the City of Harrisonburg, Virginia (the “City”) and _____ (the “Recipient”).

WHEREAS, the City of Harrisonburg established the ARPA Child Care Fund using \$446,000 of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) program funding; and,

WHEREAS, the purpose of the ARPA Child Care Fund is to increase the availability and affordability of child care services in Harrisonburg, Virginia; and,

WHEREAS, the City has awarded the Recipient a grant of \$ _____ for the purposes outlined in the Scope of Services set forth below; and,

WHEREAS, the Recipient represents that it will stay in compliance with the Child Care Fund Compliance Requirements set forth below for a minimum of five years.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

1. **Scope of Services.** The Recipient shall provide the child care services described in the Recipient’s City of Harrisonburg ARPA Child Care Fund application (Exhibit 1). Awarded funds may only be used to cover eligible items detailed in Exhibit 1. Any proposed changes to the Scope of Services must be approved by the City of Harrisonburg.
2. **Compliance Requirements.** The Recipient shall remain in compliance with the following City of Harrisonburg’s ARPA Child Care Fund’s compliance requirements. Failure to maintain compliance with the below requirements will result in default:
 - A. Operate a for-profit or non-profit child care business located within the City of Harrisonburg’s limits freely and fairly open to all children;
 - B. Have a certificate of completion for the Early Education Business Consultants’ Business of Child Care Program;
 - C. Be licensed, voluntarily registered, or religiously exempt with the Commonwealth of Virginia to provide child care services or become licensed, voluntarily registered, or religiously exempt within six (6) months of application submission;
 - D. Have a current business license from the City of Harrisonburg to operate a Licensed Child Day Center or Licensed Family Day Home within city limits;
 - E. Be approved by the VDOE and Virginia Department of Social Services as a Child Care Subsidy Program Vendor or become approved within six (6) months of application submission;
3. **Period of Agreement.** This Agreement shall become effective upon final signature of agreement, through _____, 2029, and is not renewable. All grant funds must be expended by July 1, 2025.
4. **Recipient Responsibilities.** The Recipient shall have the following responsibilities in performing the Scope of Services:

- A. Comply with all services as outlined in this Agreement.
 - B. Provide Quarterly Progress Reports to the City.
 - C. Meet with City staff as determined by City staff.
 - D. Ensure all costs are allowable under this Agreement.
 - E. Inform the City when there is a change in staffing or operations that may affect the Recipient's capacity to provide child care services.
 - F. Maintain compliance with all Child Care Fund compliance requirements.
5. **City Responsibilities.** The City of Harrisonburg shall have the following responsibilities in supporting the Recipient in its fulfillment of the Scope of Services:
- A. Adhere to the Compensation and Method of Payment requirements described in this Agreement.
6. **Reporting Requirements.** The Recipient shall submit to the City a Quarterly Progress Report by the following dates for each year during the period of performance: January 15, April 15, July 15, and October 15. Quarterly Progress Reports shall include:
- A. The progress of the project compared to the Scope of Services and Compliance Requirements;
 - B. Statistical information related to this agreement, including but not limited to, the number of children for which the Recipient provides care;
 - C. Any other information the City of Harrisonburg deems necessary for compliance with the SLFRF program.
7. **Compensation and Method of Payment.** The City will provide compensation as follows:
- A. Grant funds are provided in advance to pay the total amount for the eligible items. The Recipient will submit receipts or invoices paid evidencing payment for the eligible items within 14 business days of the purchase.
 - B. Any grant funds not spent on eligible items by July 1, 2025, must be returned to the City. Failure to return unspent grant funds to the City will result in default.
8. **Federal Financial Assistance Information.** This grant award is being funded through federal financial assistance as indicated below:

Federal Awarding Agency: Department of Treasury
 City of Harrisonburg Identifying Number: A2.11002
 Federal Assistance Listing Number (ALN): 21.027
 ALN Program Title: Coronavirus State and Local Fiscal Recovery Funds

9. **Default; Remedies.** If any party defaults under this Agreement at any time, and such default materially adversely affects another Party, and such default continues for more than thirty (30) days following written notice from the non-defaulting Party without the defaulting Party commencing to cure such default within such thirty (30) day period and diligently pursuing the cure to completion, then such shall constitute an Event of Default hereunder, in which case the non-defaulting Party may exercise any and all of its legal and equitable rights and remedies and its rights and remedies under this Agreement.

- a. *Attorney Fees; Cumulative Remedies.* If any Party brings suit or other legal proceedings to enforce the provisions of this Agreement against the other, each party shall bear its own attorneys' fees and litigation costs and expenses incurred by it in connection with such suit or proceeding. All remedies provided to the Parties are cumulative and not restrictive of other remedies, including, without limitation, specific performance.
- b. *Limitation of Liability.* The liability of the parties hereunder shall be limited to actual damages and neither party shall be liable to the other for consequential, special or punitive damages.
- c. *Recoupment and Costs.* Recipient acknowledges that it is responsible for compliance with this Agreement, and that, in addition to any other remedies provided pursuant to this Agreement, default may result in all or a portion of the grant funds becoming subject to recoupment. In the event of default, Recipient shall promptly return all grant funds, including both any unexpended portion and funds equal to the portion expended, to the City.

10. **City Contact Information.** The City's contact for this agreement and their contact information is as follows:

Luke C. Morgan – Grants and Programs Analyst
409 S. Main St. Phone: 540.432.7739
Harrisonburg, VA 22801 Email: luke.morgan@harrisonburgva.gov

WITNESSETH, the following duly authorized signatures of the Parties:

THE CITY OF HARRISONBURG, VIRGINIA

By: _____
City Manager

Date: _____

RECIPIENT NAME

By: _____
Executive Director

Date: _____