

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
YMCA OF GREATER WILLIAMSON COUNTY**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 221 East Main Street, Round Rock, Texas 78664, and the **YMCA of Greater Williamson County** (the “Agency”), a non-profit corporation, located at 1812 North Mays St., Round Rock, TX 78664.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures"). The Agency has made reasonable estimates of Allowable Expenditures per Exhibit "A"; however, the actual amounts, timing, and categories of expenditures may vary. Allowable Expenditures must be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- 1.3 Distribution of Funds. The County will pay the total sum of Seven Hundred Forty-One Thousand, Two Hundred Forty-Four Dollars and no/100 cents (\$741,244.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$741,244.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2020. Allowable expenditures incurred in the last quarter of 2020, but not yet paid by the Agency as of 12/30/20 may be estimated to allow reimbursement up to the total of \$741,244.00. The agency will provide proof of the final expenditure as required by this agreement. [RMD1].

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related

provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

- 2.3 Allowable Expenditures The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein.
- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.
- 2.5 CFDA Requirements. The Parties agree that the specific source of funding is from CFDA # 21.019, from the Coronavirus Relief Fund, U. S. Department of Treasury.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to reimburse the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to reimburse Agency any Allowable Expenses over \$741,244.00. All County determinations regarding eligible Allowable Expenses shall be final.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

- 4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 4.9 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

YMCA of Greater Williamson County
1812 North Mays St.
Round Rock, TX 78664

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister, County Clerk

Date:

YMCA OF GREATER WILLIAMSON COUNTY

By:

Jeff Andresen

Its: President and CEO

EXHIBIT "A"
ALLOWABLE EXPENDITURES

COVID-19 Related Expenditures:

Expenditures: (beginning March 19, 2020)	Thru 9/30/20	Thru 12/31/20	Total
Staffing Costs Specific to COVID-19 ¹ (Additional staffing for sanitation and check-in at all facilities)	\$113,480	\$0	\$113,480
Unemployment Insurance Expense ² (Unreimbursed expense directly related to furloughed staff)	161,583	46,167	207,750
Professional Fees/Contract Services ³ (Janitorial and professional fees to ensure compliance with CDC guidelines)	93,185	29,250	122,435
Supplies and Related Equipment ⁴ (Signage, disinfectant/system, PPE, thermometers, "Plexiglass" barriers)	111,119	44,409	156,328
Cost of providing additional financial assistance ⁵ (Anticipated increase due to unemployment or business interruption)	77,613	63,638	141,251
Total	\$557,781	\$183,463	\$741,244

¹ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as – Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act of otherwise.

³ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 2. Public health expenses such as - Expenses for disinfection of public areas and other facilities.

⁴ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 2. Public health expenses such as - Expenses for disinfection of public areas and other facilities; and, - Expenses for public safety measures undertaken in response to COVID-19.

⁵ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 – Necessary expenditures incurred due to the public health emergency. "...as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruption due to the COVID-19-related business closures."