

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
FIRST BAPTIST CHURCH GEORGETOWN**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 710 Main Street, Georgetown, Texas 78626, and the **First Baptist Church Georgetown** (the “Agency”), a church located at 1333 W. University Ave., Georgetown, Tx 78628.

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 use of the Agency’s campus as a virtual learning HUB for the local school district and promote health and safety 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 to meet health and safety obligations of the County for the benefit of local residents.

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 use of campus facilities as a virtual learning HUB for the local school district and promote health and safety for families affected by COVID-19, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for area residents.
- 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").
- 1.3 Distribution of Funds. The County will pay the total sum of Twenty-Nine Thousand, Four-Hundred-Six Dollars and 42/100 cents (\$29,406.42) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$29,406.42 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 30, 2020.

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. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 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.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$29,406.42.

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:

First Baptist Church Georgetown
1333 W. University Ave.
Georgetown, TX 78628

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister , County Clerk

Date:

FIRST BAPTIST GEORGETOWN

By: *Don M Edwards*

Its: *Business Mgr*

Date:

17 Dec 2020

EXHIBIT A

Williamson County Social Service Funding Agreement With First Baptist Church Georgetown

First Baptist Church Georgetown – Virtual Learning HUB for Georgetown ISD

As a result of COVID-19, First Baptist Church Georgetown (FBG) opened their doors to families in Georgetown ISD who needed assistance with remote learning for the first three weeks of school from August 20 through September 9. Working families with students in Kindergarten through 5th grade were able to apply for enrollment in this free program that provided supervised learning assistance in a safe learning environment. In addition to schoolwork, the FBG team planned a variety of safe but fun activities throughout each day. Daily lunch was provided, and after-school care was also made available.

Summary of Allowable Expenses

<u>Category</u>	<u>Gross</u>
Building Total	\$8,810.00
Food Total	\$13,726.80
Personnel Total	\$4,952.04
Supplies Total	\$1,917.58
Grand Total	\$29,406.42

See attached for detail expenses.

First Baptist Church Georgetown
Local Missions - GISD HUB Expenses
0-0-25320-10

<u>Invoice Date</u>	<u>Category</u>	<u>Vendor</u>	<u>Gross</u>	<u>Description</u>
11/11/2020	Building	City of Georgetown Utilities	\$5,625.00	Electricity Allocation
9/8/2020	Building	CL & MA Janitorial Service,	\$2,985.00	Janitorial Services - Virtual HUB Project
11/11/2020	Building	Gulf Coast Paper	\$200.00	Janitorial Supplies
	Building		\$8,810.00	
9/11/2020	Food	Chick Fil A	\$9,859.56	Virtual Hub food
8/19/2020	Food	Sam's Club	\$809.77	HUB snacks
8/31/2020	Food	MCDONALD'S	\$435.16	Lunch for Virtual Hub
8/28/2020	Food	Walmart	\$384.86	Snacks and waters for Virtual Hub
8/24/2020	Food	MCDONALD'S	\$362.58	Virtual Hub Lunch
9/1/2020	Food	Sugar Mommy's	\$200.00	cupcakes for special treat for kids & families
8/28/2020	Food	Papa John's Pizza	\$198.25	Lunch for Virtual Hub
8/24/2020	Food	MCDONALD'S	\$174.39	Virtual Hub lunch
8/25/2020	Food	Barnaby, Melissa	\$170.88	Reimbursement - Hospitality Rm - HUB
9/5/2020	Food	Papa John's Pizza	\$170.62	9/4 HUB lunch + \$5 tip
8/26/2020	Food	Taco Bell	\$160.59	Virtual Hub Lunch
9/3/2020	Food	Sawyer, Michael G.	\$153.60	Reimbursement - Taco Bell - lunch
8/22/2020	Food	Papa John's Pizza	\$146.25	hub training
9/10/2020	Food	Papa John's Pizza	\$144.64	Lunch for Virtual Hub
8/23/2020	Food	Walmart	\$107.04	Groceries for Virtual Hub
8/20/2020	Food	Levy, Amanda	\$101.90	Reimbursement - Hospitality Rm - HUB
8/26/2020	Food	Walmart	\$85.49	Groceries for Virtual Hub
9/1/2020	Food	Levy, Amanda	\$47.33	Reimbursement - snacks for hospitality room
8/21/2020	Food	Gattis Pizza	\$41.49	virtual HUB pizza for YMCA - lost receipt
8/21/2020	Food	Shell Station	\$17.99	aka Circle K:water for HUB
8/31/2020	Food	Walmart	\$15.00	Tip for Walmart Grocery delivery for Virtual Hub
8/23/2020	Food	Walmart	\$9.00	Driver tip for grocery delivery for Virtual Hub
8/27/2020	Food	Walmart	\$7.00	Driver tip for grocery delivery for Virtual Hub
9/11/2020	Food	Chick Fil A	(\$76.59)	Hub Credit
	Food Total		\$13,726.80	
9/17/2020	Personnel	Munoz, Karrie	\$827.89	Class Leader - 58.26 hrs @ \$14/hr

First Baptist Church Georgetown
Local Missions - GISD HUB Expenses
0-0-25320-10

<u>Invoice</u>	<u>Date</u>	<u>Category</u>	<u>Vendor</u>	<u>Gross</u>	<u>Description</u>
	9/3/2020	Personnel	Munoz, Karrie	\$802.06	Class Leader - 56.4 hrs @ \$14/hr
	9/1/2020	Personnel	Stuckey, Haley	\$483.00	Class Leader - 8/20-8/26
	9/3/2020	Personnel	Stuckey, Haley	\$476.00	Class Leader - 34 hrs
	9/11/2020	Personnel	Downs, Shanna	\$373.37	Coordinator - 20.5 hrs Over Normal Hours
	9/11/2020	Personnel	Thornton, Tara	\$347.66	Coordinator - 22.12 hrs Over Normal Hours
	9/1/1993	Personnel	Thornton, Tara	\$321.65	Coordinator - 20.65 hrs Over Normal Hours
	9/17/2020	Personnel	Downs, Shanna	\$295.43	Coordinator - 16.2 hrs Over Normal Hours
	9/10/2020	Personnel	Stuckey, Haley	\$245.00	Class Leader - 9/3-9/8 - 17.5 hrs @ \$14/hr
	9/3/2020	Personnel	Downs, Shanna	\$232.58	Coordinator - 13.36 hrs Over Normal Hours
	9/17/2020	Personnel	Thornton, Tara	\$232.40	Coordinator - 16.4 hrs Over Normal Hours
	9/1/2020	Personnel	Rosenbaum, Seth	\$126.00	Class Leader - 8/20-8/26 - 9 hrs @ \$14/hr
	9/10/2020	Personnel	Rosenbaum, Seth	\$126.00	Class Leader - 9/3-9/8 - 9 hr @ \$14/hr
	9/3/2020	Personnel	Rosenbaum, Seth	\$63.00	Class Leader - 8/27 - 4.5 hrs @ \$14/hr
		Personnel		\$4,952.04	
	9/2/2020	Supplies	Amazon	\$679.82	Bibles for the Virtual Hub kids
	8/10/2020	Supplies	Amazon	\$597.61	surge protectors and power strips
	8/26/2020	Supplies	Target	\$400.00	6 gift cards
	8/19/2020	Supplies	Walmart Business/SYNCB	\$250.37	supplies for kids at Virtual HUB
	9/8/2020	Supplies	Levy, Amanda	\$200.00	Reimbursement - 2 gift cards
	9/1/2020	Supplies	Amazon	\$84.95	Bibles for the Virtual Hub kids
	9/8/2020	Supplies	Target	\$66.42	Prizes for Bible Truths
	8/25/2020	Supplies	Walmart Business/SYNCB	\$64.33	HUB supplies
	8/24/2020	Supplies	Powers, Carol	\$57.97	reimbursement - craft supplies
	8/24/2020	Supplies	Amazon	\$50.00	volunteer gift card
	9/3/2020	Supplies	Amazon	\$33.75	Under Armour Backpack
	9/6/2020	Supplies	Amazon	\$14.99	Toe to Toe w/Teen book
	8/14/2020	Supplies	Lifeway Christian Resources	\$14.98	HUB Curriculum
	8/11/2020	Supplies	Amazon	(\$597.61)	Power strips & surge protectors - points credit
		Supplies		\$1,917.58	
			Grand Total	\$29,406.42	

First Baptist Church Georgetown
Local Missions - GISD HUB Expenses
0-0-25320-10

<u>Invoice</u>	<u>Category</u>	<u>Vendor</u>	<u>Gross</u>	<u>Description</u>
----------------	-----------------	---------------	--------------	--------------------

<u>Date</u>				
-------------	--	--	--	--