

**WILLIAMSON COUNTY
SOCIAL SERVICE FUNDING AGREEMENT
WITH
WILLIAMSON COUNTY
CHILDREN'S ADVOCACY CENTER, INC.**

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 **Williamson County Children's Advocacy Center, Inc.** (the "Agency"), with mailing address at 211 Commerce Blvd. Suite #101, 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 Personal Protection Equipment to ensure safety of staff and clients or families served by the Agency and 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 31, 2021.

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 community 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").
- 1.3 Distribution of Funds. The County will pay the total sum of Ninety eight thousand four hundred ninety three dollars and fifty four cents (\$98,493.54) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$98,493.54 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2021.

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 Auditors 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.

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 \$98,493.54.

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:

Williamson County Children's Advocacy Center
Attn: Executive Director
211 Commerce Blvd. Suite #101
Round Rock, TX 78664

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.


ATTEST:

Nancy Rister, County Clerk

Date:

WILLIAMSON COUNTY CHILDREN'S ADVOCACY CENTER, INC.

By:


Kerrie Stannell

Its: CEO _____

Date:

_____ 7/29/2021 _____

Williamson County Children's Advocacy Center

Requested items for reimbursement				
Date	Invoice	Vendor	Total Billed	Requested Amount
4/9/2020	13452-March	Renaissance Systems Inc.	\$ 4,654.00	\$ 2,276.42
5/5/2020	13471-April	Renaissance Systems Inc.	\$ 5,651.50	\$ 2,276.42
6/15/2020	13502-May	Renaissance Systems Inc.	\$ 4,837.75	\$ 1,948.65
7/8/2020	13511-June	Renaissance Systems Inc.	\$ 7,410.25	\$ 2,984.85
8/11/2020	13540-July	Renaissance Systems Inc.	\$ 5,966.50	\$ 2,983.25
9/28/2020	13576-August	Renaissance Systems Inc.	\$ 10,656.00	\$ 4,292.24
10/21/2020	13621-Sept	Renaissance Systems Inc.	\$ 5,301.00	\$ 5,301.00
11/23/2020	13664-Oct	Renaissance Systems Inc.	\$ 12,544.94	\$ 6,272.47
12/9/2020	13683-Nov	Renaissance Systems Inc.	\$ 5,104.44	\$ 2,552.22
1/7/2021	13724-Dec	Renaissance Systems Inc.	\$ 6,259.44	\$ 3,129.72
2/8/2021	13788-Jan	Renaissance Systems Inc.	\$ 5,776.44	\$ 2,888.22
4/19/2021	137520-Feb	Renaissance Systems Inc.	\$ 5,015.19	\$ 5,015.19
4/19/2021	13816-March	Renaissance Systems Inc.	\$ 5,015.19	\$ 2,507.59
6/16/2021	137557-May	Renaissance Systems Inc.	\$ 5,931.13	\$ 2,965.56
7/12/2021	137581-June	Renaissance Systems Inc.	\$ 5,493.88	\$ 2,746.94
Projected	July	Renaissance Systems Inc.	\$ 6,000.00	\$ 3,000.00
Projected	August	Renaissance Systems Inc.	\$ 6,500.00	\$ 3,500.00
Projected	September	Renaissance Systems Inc.	\$ 6,500.00	\$ 3,500.00
Projected	October	Renaissance Systems Inc.	\$ 6,000.00	\$ 3,000.00
Projected	November	Renaissance Systems Inc.	\$ 6,000.00	\$ 3,000.00
Projected	December	Renaissance Systems Inc.	\$ 6,000.00	\$ 3,000.00
Projected	September	Dell: 20 Laptops + Accessories	\$ 26,743.38	\$ 26,743.38
TOTAL	IT Reimbursement			\$ 95,884.12
Quantity	PPE Items previously purchased		Total Cost	
18 Boxes	Tissue	Amazon Inv 7063457	\$ 26.49	
4	Micro Scientific Opticide Wipes	Amazon Inv 8339430	\$ 39.96	
6	Microban Sanitizing Spray	Amazon Inv 8339430	\$ 37.47	
50	Face Masks	Amazon Inv 1276260	\$ 17.96	
1	Eye & Skin Wash Station	Amazon Inv 7177805	\$ 26.99	
12	Tissue	Amazon Inv 1584257	\$ 38.86	
12	Germ-X Hand Sanitizer	Amazon Inv 4761807	\$ 44.77	
100	Face Masks	Amazon Inv 2563433	\$ 12.99	
24	Tissue	Amazon Inv 9250607	\$ 71.68	
TOTAL	Previously Purchased PPE		\$ 317.17	
Quantity	PPE Items to be purchased		Total Cost	
5	Germ-X Hand Sanitizer - Case of 12-8 oz bottles (\$44.77 each)		\$ 223.85	
10	Tissue - 6-pack (\$17.92 each)		\$ 179.20	
5	Disposable Face Masks, 3 ply, Qty 100 (\$12.99 each)		\$ 64.95	
15	UVC Light Sanitizer Wand, Foldable Handheld Ultraviolet Sanitizer Machine (\$59.99 each)		\$ 899.85	
6	Microban Spray, 6 pack, 15 oz (\$32.15 each)		\$ 192.90	
10	Opticide Hospital Wipes, 2 pack (\$19.44 each)		\$ 194.40	
1	Shield Geek Premium Sneeze Guard for Counter, Freestanding, opening at bottom, 32"x24" (\$39.99 each)		\$ 39.99	
1	Shield Geek Premium Sneeze Guard for Counter, Freestanding, opening at bottom, 48"x24" (\$89.99 each)		\$ 89.99	
3	Nitrile Gloves - 2 medium, 1 large (\$19.99 each)		\$ 59.97	
2	Nitrile Gloves - 2 small (\$14.99 each)		\$ 29.98	
TOTAL	New PPE		\$ 2,292.25	
GRAND TOTAL	ALL ITEMS			\$ 98,493.54

We are requesting CARES funding for reimbursement of unbudgeted, IT service-related expenses; previously purchased PPE as well as future purchase of additional laptops and accessories to complete our platform transition.

Because of COVID limitations, we experienced a loss of revenue due to the inability to fundraise during the last half of FY2020 and through May of 2021, along with continued increased IT service-related expenses with remote capable requirements.

We appreciate your time and consideration.