

**AMENDED EMERGENCY CHILDCARE SERVICES AGREEMENT  
BETWEEN WILLIAMSON COUNTY AND THE YMCA OF GREATER WILLIAMSON  
COUNTY**

**THIS AMENDED EMERGENCY CHILDCARE SERVICES AGREEMENT** is made and entered into by and between WILLIAMSON COUNTY (the “County”) and the YMCA OF GREATER WILLIAMSON COUNTY (the “YMCA”).

**ARTICLE I – RECITALS**

**WHEREAS**, on March 14, 2020, the County issued an Order Declaring a Local State of Disaster for Williamson County (the “Act”) in order to limit the development and track the spread of the coronavirus disease 2019 (COVID-19) in Williamson County; and

**WHEREAS**, thereafter Williamson County School Districts have taken necessary precautions and closed schools to the children of Williamson County; and

**WHEREAS**, Williamson County has a duty to provide essential government services to its citizens; and

**WHEREAS**, multiple first responders and essential government employees of Williamson County have little or no ability to place their school aged children in the care of others and be at work; and

**WHEREAS**, Williamson County has no ability to provide staffing or services to care for the children of essential government employees of Williamson County; and

**WHEREAS**, YMCA has a historical capability of providing child care services, in facilities with safe environments, and staff trained to provide such care;

**WHEREAS**, it is agreed that Williamson County and the YMCA of Greater Williamson County will provide child care to employees of Williamson County for the governmental purpose to meet the emergency needs of providing essential services to the citizens of Williamson County;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, YMCA and County agree as follows:

**ARTICLE II – YMCA OBLIGATIONS**

2.01 YMCA will provide facilities and staffing for the care of up to 150 children of registered participation as determined by the County. Child care services will be provided between the hours of 7:00 AM and 6:00 PM, Monday through Friday. Such services and staffing will be located at YMCA facilities throughout Williamson County as the YMCA may deem appropriate based upon the capacity of each facility to assure limitation and contraction and spread of COVID-19 in Williamson County. Williamson County will provide medical protocols and as is necessary,

the screening personnel for admission to each site. Williamson County will coordinate with the YMCA for the provision of food for the county participants, which may be obtained from School Districts within the County, but under all circumstances at no cost to the YMCA

2.02 It is understood that YMCA may contract with other municipalities within Williamson County to provide similar services and staffing.

2.03 YMCA agrees that the maximum number of participants in the program at any given time will be 220 participants, but the YMCA will reserve the first 50 participants for children of the essential employees of the County.

2.04 YMCA and County agree that they have entered into this Agreement with the understanding that this is furthering the governmental purpose as stated under the Emergency Order and is to provide governmental immunity to YMCA to the greatest extent possible.

### **ARTICLE III – COUNTY OBLIGATIONS**

3.01 County agrees to compensate YMCA an amount of Twenty-Five Dollars (\$25) per child per day, Monday through Friday, with a minimum payment of Six Thousand Two Hundred Fifty Dollars (\$6,250) per week. If there are more than 50 County participants, County will pay YMCA an additional Twenty-Five Dollars (\$25) per child per day. YMCA invoices shall be sent to:

Williamson County Auditor's Office  
Attn: Julie Kiley  
710 S. Main St. Ste. 301  
Georgetown, Tx 78626

3.02 YMCA and County agree to re-assess the compensation stated above within two weeks after the initiation of the program.

### **ARTICLE IV – TERM**

4.01 This Agreement shall commence on April 6, 2020 and shall end on May 29, 2020, unless otherwise agreed by YMCA and County in writing. This Agreement may be terminated by either Party for any reason after provision of seven (7) days written notice to the non-terminating party.

## ARTICLE V –INDEMNITY

**5.01 Williamson County hereby agrees to indemnify and hold harmless, and does hereby indemnify and hold harmless the YMCA of Greater Williamson County, its Board of Directors, and its employees and agents from and against all suits, actions or claims of any character, type or description, including attorney’s fees and all costs incurred in the defense of any such claim, brought or made for or on account of any injury, illness, death or damage received or sustained by any person including any participant or volunteer arising out of, or occasioned by, or otherwise arising in connection with this agreement, to the extent allowed by law.**

## ARTICLE VI – GENERAL PROVISIONS

6.01 Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

6.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected and this Agreement will be construed as if the invalid or unenforceable provision(s) had never been included.

6.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

6.04 Entire Agreement. This Agreement including the Recitals, constitute the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

6.05 Amendments. This Agreement may not be amended or modified except in writing executed by both YMCA and Williamson County, and authorized by their respective governing bodies.

6.06 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

6.07 No Third-Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

6.08 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

6.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

6.10 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County: Williamson County  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, TX 78626  
Fax: (512) 943-1550

YMCA: YMCA of Greater Williamson County  
Attn: Executive Director  
1812 N. Mays  
Round Rock, TX 78680  
Fax: (512) 246-9622

Either Party may designate any other person or address for notice by written notice to the other Party.

6.11 Authority. YMCA and County have authorized and approved this Agreement by resolution or action adopted by their respective governing bodies at meetings held in compliance with the Texas Open Meetings Act.

6.12 Audit. YMCA agrees that the County or its duly authorized representatives will, until the expiration of three (3) years after the County's payment described above, have the right of access to and the right to examine and photocopy any and all books, documents, papers and records of YMCA that are directly pertinent to the costs of the program (collectively, "Audits"). YMCA agrees that the County will be provided with access at the offices of the YMCA during normal working hours and that the YMCA will provide the County with adequate and appropriate workspace to conduct such Audits in compliance with the provisions of this subsection. The County agrees that, as a condition to its right to conduct such Audits and being provided such workspace, it will give the YMCA with reasonable advance notice of the date, time and purpose of such Audits.

#### 6.13 Prompt Payment Policy

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the County to YMCA will be made within thirty (30) days of the date the County receives services under this Agreement, or the date the City receives a correct invoice for the services,

whichever is later. YMCA may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the County in the event:

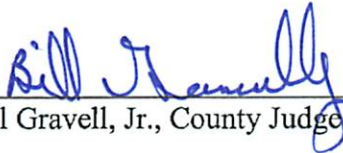
- (a) There is a bona fide dispute between the County and YMCA about the service performed that cause the payment to be late; or
- (b) The invoice is not mailed to the County in accordance with any instruction on the purchase order relating to the payment.

EFFECTIVE this 6<sup>th</sup> day of April, 2020.

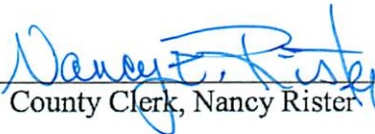
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SIGNATURE PAGES TO FOLLOW]

**ACCEPTED AND AGREED TO:**

**WILLIAMSON COUNTY**

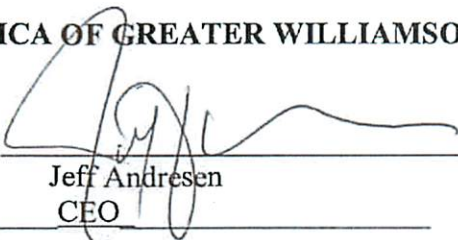
By:   
Bill Gravell, Jr., County Judge

**ATTEST:**

By:   
County Clerk, Nancy Rister

**ACCEPTED AND AGREED TO:**

**YMCA OF GREATER WILLIAMSON COUNTY**

By:   
Jeff Andresen  
Its: CEO