

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
THE CARING PLACE**

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 **The Caring Place** (the "Agency"), a non-profit corporation, located at 2000 Railroad Street, Georgetown, TX 78626

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 rent and 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 assist certain Williamson County residents with up to three months of residential rental and utility payments, as further detailed herein, due to issues caused by 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 has budgeted \$5,000,000 for the Wilco Forward Phase III Community Services program. The County will endeavor to meet the commitments stated herein until this fund is exhausted.

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 as detailed in Exhibit "A") 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.
- 2.6 Agency Responsibilities. The Agency will be responsible for the following:
- 2.6.1. Administering the intake process, including verification that the requested assistance is an Allowable Expense, that the applicant is a Williamson county resident, and that the Allowable expense is related to the COVID-19 crisis.
- 2.6.2 Confirming the validity of the landlord, property management company or utility company and issuing checks directly to the landlord, property management company or utility company, as soon as practicable. No checks shall be issued to the applicant directly.
- 2.6.3 Providing a spreadsheet to the County with each reimbursement request including the date (s) of assistance, amount of assistance, payee, type of assistance, last name of applicant and applicant's identifying number.
- 2.6.4 Insuring that all Allowable Expenses are only paid for Williamson county residents who reside within the service area described in Exhibit "B", attached hereto.
- 2.6.5 Agency will provide all staffing needed to administer the program as described in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of agency's request for reimbursement including the spreadsheet required in 2.6.3, above, the County will reimburse the Allowable Expenditures via an ACH payment within one to two business days after reimbursement request. The deadline for requesting reimbursements shall be before 9:00 am of each business day. The County shall have no obligation to reimburse Agency any Allowable Expenses over the \$5,000,000 Wilco Forward Phase III Community Services program budget. The County will provide the Agency with a

weekly update on Phase III funds expended. 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 78626

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78626

Agency:

The Caring Place
2000 Railroad Street
Georgetown, TX 78626

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.
William Gravell, Jr.

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

Date:

THE CARING PLACE

By: [Signature]

Its: Executive Director

Date: 7/23/20

Exhibit "A"

Allowable Expenses

1. Agency will provide up to three months of rental assistance plus late fees, including any amount in arrears. Applicant must submit a written request for funding for each month of rent due after the first month, on an as needed basis. Applicant must be a Williamson County resident and residing in the service area described in Exhibit "B", attached hereto.
2. Agency will provide up to \$1,500 of utility assistance, including fees, per application to Williamson County residents, on an as needed basis. Utilities include electricity, gas, propane, water and wastewater/sewer.
3. Agency will comply with all additional terms and conditions as stated in Section 2.6 of this Agreement.

Exhibit "B"

Service Area

Round Rock Area Serving Center:

1. Round Rock
2. Austin (within Williamson County)
3. Brushy Creek/Fern Bluff MUD
4. Hutto (the part that is not in Georgetown ISD)

The Caring Place:

1. Georgetown
2. Andice
3. Bartlett
4. Florence
5. Granger
6. Jarrell
7. Jonah
8. Schwertner
9. Walburg
10. Weir
11. Hutto (the part within Georgetown ISD)

The Salvation Army:

1. Cedar Park
2. Coupland
3. Leander
4. Liberty Hill
5. Taylor
6. Thrall
7. All other areas of Williamson County not served by the other two agencies