

**RESOLUTION NO. R-2020-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT ASSOCIATED WITH PROVIDING RECREATION AND POOL SERVICES, TO THE YMCA OF AUSTIN/BASTROP BRANCH, AT A COST OF EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONTRACT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS**, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City Council realizes the importance of providing recreational activities to the Citizens of Bastrop, Texas; and

**WHEREAS**, The City Council values the partnership between the Bastrop YMCA and the City of Bastrop; and

**WHEREAS**, The City Council recognizes and values the Bastrop YMCA operating and managing the Bastrop State Park Pool so that citizens may learn important life skills; and

**WHEREAS**, The City Council is providing funding through the General Fund and Bastrop Power and Light for services to the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**SECTION 1.** That the City Manager is hereby authorized to execute a community support service agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of eighty thousand and 00/100 dollars (\$80,000) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found the YMCA of Austin – Bastrop Branch, to be a subject matter expert in the field of providing recreational activities to the public.

**SECTION 3.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 13<sup>th</sup> day of October 2020.

**CITY OF BASTROP, TEXAS**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

EXHIBIT A



**COMMUNITY SERVICES FUNDING  
AGREEMENT  
FY 2020 - 2021**

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and **YMCA of Austin/Bastrop Branch**, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

**NOW, IN CONSIDERATION** of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

**1. SCOPE OF SERVICES**

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. Staffing.** Organization shall use its best efforts to secure sufficient number of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

## 2. FUNDING

- A. **Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00).
- B. **Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

## 3. ACCOUNTABILITY

- A. **Funding Source Identification.** Organization shall prominently include the City of Bastrop and Bastrop Power & Light logo, when applicable all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media.
- B. **Written Reports.** Organization shall submit to the City's Finance Department written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. These reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
  - (1) **Services:** a description of the services provided during the preceding quarter; and
  - (2) **Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
  - (3) **Promotions:** copies of promotional materials distributed.
- C. **Oral Reports.** Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.
- D. **Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.
- E. **Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization

shall promptly make the records available for inspection and review at any time during the term of this Agreement.

- F. Overhead.** A portion of the grant funds conveyed to the Organization by this Agreement may be spent by Organization for overhead, that being day-to-day operations, including supplies, administrative salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the provision of services approved by this Agreement. The amount of grant funding apportioned for Organization's overhead may not exceed 30% of the total grant amount.
- G. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request and shall be public records.
- H. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years- of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

#### **4. GENERAL PROVISIONS**

- A. Duration.** This Agreement shall be in effect for fiscal year 2020-2021, which commences October 1st and ends September 30th, unless earlier terminated as provided herein.
- B. Suspension of Payments.**
  - (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
  - (2) Records.** Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
  - (3) Reports.** Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

- (4) Notice.** Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within days.
- (5) Breach.** Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.
- C. Termination.** In the event that the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.
- D. Ineligibility for Future Funding.** Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.
- E. Good Standing.** The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.
- F. Future Appropriations.** Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.
- G. Notices.** Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:


City of Bastrop  
Attn: Finance Department  
P.O. Box 427  
Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

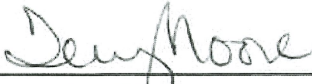
- H. Assignment.** No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents, and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the 1st day of October 2020.

**IN WITNESS, WHEREOF:**

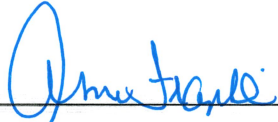
**CITY:**

by:   
Paul A. Hofmann, City Manager  
City of Bastrop  
Date of Execution: 10/21/20

**ORGANIZATION:**

by:   
Executive Director  
Bastrop YMCA  
Date of Execution: 10-1-20

**ATTEST:**

by:   
Ann Franklin, City Secretary  
City of Bastrop



*Exhibit "A"*

## **ORGANIZATION'S PROPOSED SERVICES**

The Bastrop YMCA shall provide quality recreational programs for the community in partnership with the City of Bastrop. The City understands the annual contribution given to the YMCA in this agreement as designated in the budget approved by the Bastrop City Council supports a much broader operating budget and other funding sources. Any major changes in recreation program service or special events should be brought to the City's attention as soon as feasible, however the City of Bastrop doesn't dictate what the YMCA does or doesn't do. Any recreation needs identified by the City of Bastrop should be communicated to the YMCA so that their professional staff can evaluate and provide reporting back to the City on the feasibility of meeting those needs.

Programs and activities should be designed to benefit and include persons of all backgrounds. Recognizing the YMCA is a membership organization, financial assistance is available to ensure programming is available to all. These programs should include but are not limited to:

- Minimum of 6 youth sports seasons such as soccer, tennis and volleyball.
- Various enrichment programs monthly, such as art, Youth & Government, nutrition
- Weekly Health & Wellness programs for all ages.
- Operate and manage the State Park Pool with aquatic activities including swim lessons, water fitness, open and public swim and youth job opportunities.

Free events like:

- Family park events, such as Safety Month, Field days, Halloween Bash, Happy Healthy New Year's Bash and Movies in the Park.
- Outreach programs such as summer programming, Pickleball, teen events, active older adult programs and more.

## ***Exhibit "B "***

### **CITY'S MODIFIED SERVICES PLAN**

Recreation services and program should annually be presented to City Council and should be designed to meet the needs of the Bastrop community.

Maintain an active social media and online digital presence. Maintain an up to date website, social media presence, google, yelp and similar listings online. Submit quarterly calendars.

Develop or maintain a program user intercept survey to include data such as: how they discovered the YMCA.

Track year-over-year participant counts, by program when possible.

Participate in trainings, planning and engagement events related to Parks, Recreation, Community Services, Special Events, Cultural Arts etc. hosted by the City or its partners.

There shall be no charge for the use of the City of Bastrop Parks System, however the YMCA must follow all rental and use policies and timelines set by the City.

The City reserves the right to charge the YMCA as determined by the City Manager or their designee for other services. Those service costs may include Special event permit and support costs, Rental fees at City facilities other than City Parks, and labor costs to support special events that do not serve a need identified by the City of Bastrop.

The YMCA shall schedule park usage thirty (30) days prior to the first practice or scheduled league game. Special Event permit applications must be submitted according to the timelines established wherein. Rental agreements must be made according to any established rental policies.

The YMCA shall list the City of Bastrop as a partner on all advertising for programs or events in the city parks or facilities i.e. flyers, banners, websites and other promotional items.

The YMCA agrees to manage and operate the Facility, State Park Pool, for the benefit of the public, including Bastrop citizens and visitors, through the provision of programs and services that include: open recreation, aquatic exercise, lap swimming, swimming instruction, group rentals, and water safety courses.

The YMCA shall submit to the City a copy of the annual report presented by the YMCA to the TPWD for operating the State Park Pool.

The YMCA shall submit to the City a copy of the annual recreation report generated for the benefit of the Bastrop City Council, staff and citizens prior to funding being allocated for the next FY.

***Exhibit "C"***

**NOTICE TO ORGANIZATION**

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

**Bastrop YMCA**  
Attn: Terry Moore  
1112 Main Street  
Bastrop, Texas 78602