

**FUNDING AGREEMENT BETWEEN CITY OF SAN MARCOS AND  
UNITED WAY FOR GREATER AUSTIN ON BEHALF OF  
ADDRESSING CANCER TOGETHER  
Contract #222-209**

This Agreement (the “Agreement”) is entered into by and between the City of San Marcos, a Texas municipal corporation (the “City”) and United Way for Greater Austin on Behalf of Addressing Cancer Together also referred to as “Addressing Cancer Together - Breast Cancer Initiative” (the “Recipient”) and is effective for all purposes as of the date of the last signature of this Agreement (“Effective Date”).

**I. RECITALS**

**1.1** The U.S. Treasury has initiated the Coronavirus State and Local Fiscal Recovery Funding (CSLFR) through the American Rescue Plan Act (ARPA) for the purpose of aiding state and local communities in responding to the public health emergency and negative economic impacts created by the coronavirus pandemic.

**1.2** Recipient provides support to address health disparities specifically related to breast cancer among uninsured, low-income women at risk of breast cancer.

**II. USE OF FUNDS**

Use of funds by the Recipient will support care in Hays County through community outreach, breast cancer screening, diagnosis, treatment, insurance premiums, administrative costs, data collections, etc. specifically related to breast cancer among uninsured, low-income women at risk of breast cancer. Use of funds by the Recipient will be for qualifying expenses as set forth by the U.S. Treasury Coronavirus State and Local Fiscal Recovery (CSLFR) Funds, 31 CFR 35.

**III. CITY OBLIGATION**

**3.1** On May 17, 2022, the San Marcos City Council authorized the allocation of \$271,915 from CSLFR funds to United Way for Greater Austin to Addressing Cancer Together for the purpose of aiding and supporting uninsured, low-income women at risk of breast cancer.

**3.2** The funding under this Agreement will be made from appropriations made to the City by the U.S. Treasury through the CSLFR funds.

**3.3** The City will disburse to the Recipient an amount not to exceed \$271,915 by check or wire transfer, at the City’s sole option within 10 business days following the City’s receipt of documentation of expenditures made or satisfactory documentation of the planned allocation of these funds for the purpose of aiding and supporting uninsured, low-income women at risk of breast cancer impacted by the coronavirus pandemic as set forth below.

**IV. RECIPIENT OBLIGATION**

**4.1** Recipient shall utilize CSLFR funds to address health disparities specifically related to breast cancer among uninsured, low-income women at risk of breast cancer. Such expenditures shall

be compliant with the federal rules and regulations, 31CFR Part 35.

**4.2** For advanced funding not to exceed **\$135,957.00**, the Recipient shall provide to the City with a detailed projected cost estimate for advanced funding to support Recipient's efforts to conduct community outreach to promote and encourage breast cancer screening.

**4.3** Monthly reimbursements will be made for the remaining \$135,957.00, upon the City's review and acceptance of detailed reports by the Recipient of expenditures made directly relating the objectives of the Addressing Cancer Together initiative.

**4.4** Recipient shall comply with Center for Disease Control (CDC) guidelines.

## **V. COMPLIANCE WITH LAWS**

Recipient shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

## **VI. INDEPENDENT CONTRACTOR AND INDEMNITY**

**It is expressly understood and agreed that the Recipient agrees to hold the City harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the utilization of CSLFR funds distributed through the City under this Agreement.**

## **VII. NON-DISCRIMINATION**

The Recipient assures that no person shall be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement on the basis of race, color, religion, sex, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances. The Recipient will not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances. The Recipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability or other classification subject to protection under applicable laws and ordinances.

## **II. DEFAULT AND TERMINATION**

Upon providing at least 30 days written notice to the Recipient, the City may terminate this Agreement for failure of the Recipient to perform its obligations hereunder and may pursue any remedies for breach of contract available at law or in equity, including recovery of reasonable court costs and attorney fees.

## **IX. MISCELLANEOUS**

**9.1** Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Recipient and supersedes all prior negotiations, representations or

arguments either written or oral.

**9.2 Lawful Authority.** The execution and performance of this Agreement by the City and the Recipient have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and the Recipient in accordance with its terms.

**9.3 Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and approved by San Marcos City Council.

**9.4 Conflict of Interest.** The Recipient affirms that it has not made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise to any person or their immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Recipient for receipt of the funds provided by the City under this Agreement.

**9.5 Severability.** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

**9.6 Venue.** Venue for any disputes arising under this Agreement shall be in the court having appropriate jurisdiction in Hays County, Texas, or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

**9.7 No Waiver.** No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**9.8 Public Information Act.** The City is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information, including books and records of the Recipient, to the extent permitted by law, related to the expenditure of the City's funds to the Recipient hereunder may be subject to release under this Act, and the Recipient agrees to cooperate with the City in providing such information to the City if responsive to a request for information under said Act.

**9.9 Right to Audit.** Recipient agrees that City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Recipient related to the reimbursement of CSLFR funds. The Recipient shall retain all such records for a period of three (3) years after final reimbursement under this Agreement or until all audit and litigation matters that the City has brought to the attention of the Recipient are resolved, whichever is longer. The Recipient agrees to refund to the City any overpayments disclosed by any such audit.

EXECUTED to be effective as of the Effective Date first stated above.

**UNITED WAY FOR GREATER AUSTIN  
ON BEHALF OF ADDRESSING CANCER  
TOGETHER**

**CITY OF SAN MARCOS, TX**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_