

Texas Workforce Commission

Child Care Local Match Contribution Agreement

General Agreement Terms

Please enter Contributor and Local Workforce Development Board (Board) information, including the local workforce development area(s) (workforce area) and the amount of pledged local funds.

Name of Contributor: Economic Development Department, City of Austin

Board Legal Entity Name: Worksource – Greater Austin Area Workforce Development Board

Workforce Area: 14 – Capital Area

Donation Amount: \$ **Transfer Amount:** \$

Certification of Expenditures Amount: \$1,585,476

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their

agencies effective _____ **, and continuing through** _____

Contributor Signature: _____ **Date:** _____

Printed Name: _____

Title: _____ **E-mail (optional):** _____

Board Signature: _____ **Date:** _____

Printed Name: Yael Lawson

Title: Interim CEO	E-mail (optional): Yael.lawson@wfscapitalarea.com
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Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq.*).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
 - Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code § 2001.003(1), that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
 - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
 - have a contract with TWC for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
 - have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
 - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or

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appeal before the Commission's acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.

- If the contributor is a for-profit entity, the contributor does not currently:
 - have a contract with the Board for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
 - have a bid in response to a request for proposal for such contract before the Board.

This condition does not apply to a contract or bid that relates only to providing child care services.

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the "Texas Workforce Commission" and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
 - the period specified by the Board's record retention policies for such records,
 - seven (7) years after the end date of this agreement, or
 - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
 - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - do not revert to the donor's facility or use;
 - are not used to match other federal funds;
 - shall be certified both by the donor and by TWC;
 - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and

- shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
 - represent expenditures eligible for federal match;
 - were not used to match other federal funds;
 - were not federal funds unless authorized by federal law to be used to match other federal funds; and
 - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
 - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - do not revert to the donor's facility or use;
 - are not used to match other federal funds;
 - shall be certified both by the donor and by TWC;
 - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
 - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.

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- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

Board Information

Complete the section below regarding the Board.

Board Legal Entity Name Worksource – Greater Austin Area Workforce Development Board

Street Address: 9001 N. IH-35, Suite 110E

City: Austin **State:** Texas **Zip Code:** 78753

Board Staff Contact Name: Madison Mattise **Phone:** 512.597.7111 **Fax:** 512.719.4709

Board Staff Contact E-mail Address: Madison.mattise@wfscapitalarea.com

Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

Contributor Name: Economic Development Department, City of Austin

Street Address: 6800 Burleson Rd., Bldg. 310, Suite 295

City: Austin **State:** Texas **Zip Code:** 78744

Type of Entity: Governmental

Name of Fiscal Agent (if applicable): N/A

Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 74-6000085

Contributor Contact Name: Cynthia Gamez **Phone:** 512.972.6216 **Fax:** 512.972.6767

Contributor Contact E-mail Address: Cynthia.gamez@austintexas.gov

Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

Type of Contribution:

☐ Donation (Private Entity)

☐ Transfer (Public Entity)

☒ Certification (Public Entity)

Pledged Local Match Amount: \$1,585,476

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes. ☐ Yes ☒ No

Program Number: 1426CCMC05

The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas. ☐ Yes ☐ No

Did a Board Member assist in securing this local match agreement? ☐ Yes ☒ No

If yes, Name of Board Member: _____

How did the Board Member assist? _____

Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Use of Local Cash Contributions

☐ Child Care Quality Improvement

The funds will be used for Board administered quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: _____

Planned Local Funding Amount for Child Care Quality Improvement: \$ _____

☐ Direct Child Care

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: _____

Planned Local Funding Amount for Direct Child Care: \$ _____

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care: \$ _____

Total planned local and federal funds resulting from Cash Contributions: \$ _____

Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that will result in local certified expenditures,
- the funding source of those certified expenditures

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

Planned Local Activities to be Certified

☐ **Child Care Quality Improvement**

The funds will be used by the certifying entity for quality improvement activities allowable under TWC rule §809.16.

Source of Local Funds: _____

Planned Local Certification Amount for Child Care Quality Improvement: \$ _____

☒ **Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Source of Local Funds: Local Tax
Dollars _____

Planned Local Certification Amount for Direct Child Care:
\$1,585,476 _____

Planned Use of Federal Matching Funds

Direct Child Care: Funds must be used for direct child care services.

The federal funds will be used:

- for direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

Planned Federal Funding Amount for Direct Child Care:
\$ 3,170,952 _____

Total planned local and federal funds resulting from Certification of Expenditures:

\$ 4,756,428

Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one signed form to the e-mail address ccm.agreements@twc.texas.gov.

1.	Donation/Transfer Date:		Actual Amount:	\$
2.	Donation/Transfer Date:		Actual Amount:	\$
3.	Donation/Transfer Date:		Actual Amount:	\$
4.	Donation/Transfer Date:		Actual Amount:	\$
5.	Donation/Transfer Date:		Actual Amount:	\$
6.	Donation/Transfer Date:		Actual Amount:	\$
7.	Donation/Transfer Date:		Actual Amount:	\$
8.	Donation/Transfer Date:		Actual Amount:	\$
9.	Donation/Transfer Date:		Actual Amount:	\$
10.	Donation/Transfer Date:		Actual Amount:	\$
11.	Donation/Transfer Date:		Actual Amount:	\$
12.	Donation/Transfer Date:		Actual Amount:	\$
	TOTAL			\$

Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address ccm.agreements@twc.texas.gov.

	Certification Period				Reporting Date	Planned Amount of Expenditures
1.	From	10/01/25	to	12/31/25	01/20/26	\$396,369
2.	From	01/01/26	to	03/31/26	04/20/25	\$396,369
3.	From	04/01/26	to	06/30/26	07/20/26	\$396,369
4.	From	07/01/26	to	09/30/26	10/20/26	\$396,369
5.	From		to			\$
6.	From		to			\$
7.	From		to			\$
8.	From		to			\$
9.	From		to			\$
10.	From		to			\$
11.	From		to			\$
12.	From		to			\$

TOTAL

\$

Explanation is required below if reporting dates are outside the contract end date:

Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by submitting a request at <https://www.twc.texas.gov/services/open-records>, sending an e-mail to open.records@twc.texas.gov or submitting a request form to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

Certification of Expenditures by a Public Entity

Name of Contributing Public Entity: Economic Development Department, City of Austin

The public entity named above certifies expenditures in the amount of \$1,585,476

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

Joint Certification of Funds Donated to TWC from Private Sources

Name of Donor: _____

The Donor named above contributes funds in the amount of \$ _____

to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ **Date:** _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

Joint Certification of Funds Donated to the Board from Private Sources

Name of Donor: _____

The Donor named above contributes funds in the amount of \$ _____ to the
_____ **Workforce Development Board** to be used as state matching funds to draw down
available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor, Board, and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

Donor's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

Board's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

TWC's Certification

Signature of authorized agent: _____ Date: _____

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division