

Resolution No. _____

STATE OF TEXAS §

COUNTY OF DENTON §

**AGREEMENT BETWEEN THE CITY OF LEWISVILLE
AND
SPAN INC.
FOR
Meals on Wheels of Denton County**

This Agreement is entered into by and between the City of Lewisville, Texas, a home rule municipal corporation (herein called the “Grantee”) and SPAN INC., a Texas 501(c)(3) corporation authorized to do business in Texas (herein called the “Subrecipient”) (collectively, the “Parties”).

WHEREAS, the City of Lewisville has been notified of eligibility to receive and has accepted Community Development Block Grant (CDBG) monies from the United States Government under Title I of the Housing and Community Development Act of 1974 (HCDA), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to provide Meals on Wheels of Denton County services (“Program”), which meets the National Objective of benefitting Low-to-Moderate Income persons by providing meals to low-to-moderate income seniors.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient shall be responsible for administering a CDBG 2024 Plan Year Meals on Wheels of Denton County Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds and with all requirements outlined in this Agreement. Such Program will include activities eligible under the statutes and regulations governing CDBG, as described in “Attachment A - Program Summary” and “Attachment C - Scope of Services.”

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG’s National Objectives as defined in the requirements of 24 CFR Part 570.208(a)(2) Activities benefiting low/moderate income persons - Limited Clientele: Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit. Grantee has applicable volumes of title 24 of the Code of Federal Regulations pertinent to this Agreement available for Subrecipients’ review or reproduction.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the attachments hereto. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated as described in Section VII.H.

D. Attachments and Priority of Documents

All attachments to this Agreement are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement; provided, however, that in case of a conflict in the language of Attachment A – Program Summary, Attachment B – Program Timeline, Attachment C – Scope of Services, Attachment D – Outcome Measures, Attachment E – Insurance Requirements, and this Agreement, the terms and conditions of this Agreement shall control over any attachments and is final and binding on both Parties. Subrecipient and Grantee further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by Grantee and such decision shall be binding and conclusive upon Subrecipient.

II. TIME OF PERFORMANCE

Services of the Subrecipient set forth as eligible for reimbursement under this Agreement shall be undertaken by the Agency within the following time frame (the “Term”) unless earlier terminated under the terms of this Agreement:

OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025,

Subrecipient will act in accordance with “Attachment B - Program Timcline”. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets disbursed under this Agreement, including program income.

III. BUDGET

The Subrecipient shall operate fiscally within the budget outlined in - “Attachment C – Scope of Services”. It is expressly understood and agreed that repayment shall be based on a cost per service unit delivered for services provided in the previous month, up to a maximum repayment per month not to exceed one-tenth (1/10) of the total award amount, except as provided for in Section VIII.C.3., below.

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget for cost per service unit delivery must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$20,000. Drawdowns for the payment of eligible expenses shall be made against the total project budget specified in Section III herein and in accordance with performance, as provided for in Section VIII.C.3., below. Subrecipient shall be responsible for all other costs not identified as eligible expenses described in the project budget. Increases or decreases in budget line items must be approved by the Grantee in writing.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200, Subpart D (Grantee has copy available for review or reproduction).

Failure to meet the contracted service unit goal by the end of the Agreement term shall result in reimbursement of less than the full grant award of this Agreement. Exceptions may be made on a case-by-case basis, subject to Grantee approval.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals indicated below, unless otherwise modified by subsequent written notice.

Communication, details, and notices concerning this Agreement shall be directed to the following representatives:

Grantee
Rachel Hiles, Grants Specialist
City of Lewisville
151 West Church Street
P.O. Box 299002
Lewisville, TX 75029
(972) 219-5026
Email: rhiles@cityoflewisville.com

Subrecipient
Michelle McMahon, Executive Director
SPAN INC.
Fed. I.D. 75-1497010
1800 Malone Street
Denton, TX 76201
940-382-2224
michellem@span-transit.org

VI. SPECIAL CONDITIONS

Subrecipient will not commingle CDBG monies with any other funds in any manner which would prevent the Grantee from readily identifying expenditures for operation of the Program. Furthermore, subrecipients will be required to report homeless data for the Denton County Homeless Management Information System if partnering in Homeless Coalition programs.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG)

including subpart K of these regulations, except that the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 or the Recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee has a copy of the relevant sections of the CFR available for review or reproduction. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to, 24 CFR Part 570, as amended, and 2 CFR Part 200, as amended. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient agrees to comply with all applicable requirements outlined in 24 CFR 570.502. In the event of noncompliance, Grantee may take any actions outlined under this Agreement or 2 CFR 200.338.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, Federal Insurance Contributions Act (FICA), retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Indemnification, Defense, and Hold Harmless

THE SUBRECIPIENT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SUBRECIPIENT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OF THIS AGREEMENT OR BY SUBRECIPIENT'S PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR SUBJECT MATTER CALLED FOR IN THE AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SUBRECIPIENT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE SERVICES FUNDED BY THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SUBRECIPIENT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE SUBRECIPIENT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR

GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage or its equivalent for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient agrees to maintain, at its expense, insurance throughout the term of the Agreement, in accordance with Attachment E– Insurance Requirements. All Certificates of Insurance shall be kept current and shall be forwarded to the Grants Specialist of the City by cover letter from the Subrecipient. Insurance certificate must be received and approved by the City **prior to Subrecipient submitting the first Request for Reimbursement as outlined in Section VIII.C.4, below.**

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 (Grantee has a copy available for review or reproduction).

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under the Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be underwritten as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time in accordance with 2 CFR 200.339 as it exists or may be amended. Partial terminations of the Scope of Service, attached hereto as Attachment A, may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and

equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, by giving written notice to the Subrecipient of such termination or suspension, specifying the effective date thereof, which may be immediate, and in the case of a suspension, the period of and requirements for lifting the suspension; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of all funds disbursed under this Agreement until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with the financial management requirements of 2 CFR 200, Subpart D (Grantee has a copy available for review or reproduction) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls required therein, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable (Grantee has copies available for reproduction or review). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. The Subrecipient shall maintain, at a minimum, all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement.

2. Retention

As required by 24 CFR 570.502, the Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of the longer of three (3) years after the expiration or termination of the subrecipient agreement, or 3 years after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time.

Records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or change of use provisions at 24 CFR 570.505 must be maintained for as long as those provisions continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues. Subrecipient shall also comply with the requirements of 2 CFR 200.333, as specified by 24 CFR 570.502.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request, and shall safeguard such information in compliance with 2 CFR 200.303. Subrecipient shall continue to maintain client data through the 'Term of Use identified in Section VIII.E.2.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Please note that to the extent allowed by law, Grantee will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public which are provided to Grantee under this Agreement. However, Grantee will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

5. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, or any of their authorized representatives, at any time during normal business hours, as often as the Grantee, or federal government deems necessary, to audit, examine, and make excerpts or transcripts of all

relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning recipient audits and, as applicable, 2 CFR 200 (grantee has copy available for review or reproduction). The Subrecipient agrees to participate in the implementation of the programmatic and fiscal requirements outlined in the City of Lewisville CDBG Subrecipient Monitoring Guidebook. Grantee warrants and represents that Grantee received a copy of the City of Lewisville CDBG Guidebook during the application process for this grant.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the term. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

Payment by the Grantee for services provided hereunder by the Subrecipient will be reimbursed monthly within 21 days following timely receipt of data and reports as outlined in Section VIII.C.4, below, consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be based on the established cost per unit for actual services provided, up to a total payment per month not to exceed one-tenth (1/10) of the total award amount, except as otherwise provided for in this section. See Attachment C. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

In the event that the Subrecipient would be eligible for payment for actual services provided during a month, but is unable to receive full payment for those services due to the monthly maximum repayment, Grantee may "roll over" the surplus services provided to a subsequent month during the term of this Agreement in which actual services provided have not reached the monthly maximum payment limit, and they may be counted toward that month's total services provided. Grantee reserves the right to request additional documentation if necessary to ensure that the

Subrecipient does not receive duplicate payments for services. The last month of the term of this Agreement shall not have a maximum payment limit.

4. Progress Reports

The Subrecipient shall submit the following Monthly Activity Summary Reports: Request for Reimbursement and subsequent back-up documentation, Performance Objectives Report, CDBG Demographics Report, and CDBG Client Data Summary Report to the City of Lewisville Neighborhood & Inspection Services Department no later than the 15th of each month. The Subrecipient shall ensure that clients reported in the Monthly Activity Summary Reports are reported as Unduplicated the first time they are included in a report during the Term, and that the client is then reported as Duplicated in all subsequent reports where the client received services. Multiple failures to submit timely reports will be reflected in the Subrecipient's file and may be considered in future application requests for City grants. The Subrecipient shall submit a final progress report thirty (30) days after the end of the term of this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the procurement requirements of 2 CFR 200, Subpart D, as amended by 24 CFR 570.502, in all procurement under this Agreement. The Subrecipient shall additionally comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Also see Section VIII.E.1. below.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, and 24 CFR 570.502, 570.503, and 570.504, as applicable, and the following:

1. Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of the CDBG funds.

2. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be used to meet the national objective stated under section I of this Agreement until FIVE years after expiration of this Agreement, or such longer period of time as determined appropriate by Grantee (Term of Use). If such real property is not used in accordance with this subsection, the Subrecipient shall pay to the City an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures

of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in this subsection.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the Program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Personnel & Participant Conditions

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all local and state civil rights laws, regulations, or ordinances, as well as Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the HCDA as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as Amended by Executive Orders 11375 and 12086. Grantee has copies of applicable compliance documents for review or reproduction.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as amended. Any applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Fair Housing

The Subrecipient agrees to assist the Grantee by taking meaningful actions to further the goals of the 2022 Lewisville Assessment of Fair Housing. The Subrecipient will distribute outreach and educational materials to its clients on behalf of the Grantee and provide space for meetings, workshops and other outreach efforts as needed.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in this Agreement, the term “minority and female owned business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, financial statements, and accounts by the Grantee or its agents, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Sections XI.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR 200 with respect to conflicts of interest. In the event of conflict between the provisions, the most stringent requirements shall apply.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization and Equal Participation of Faith-based Organizations

The Subrecipient agrees that funds provided under this Agreement will be used in compliance with 24 CFR 570.200(j) and the Federal regulations specified therein, specifically requiring equal participation, separation or religious activities and beneficiary protections found in 24 CFR 5.109.

8. Labor Standards

If applicable, Subrecipient agrees to comply with the Davis-Bacon Act as amended, the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, the Agreement Work Hours and Safety Standards Act (40

U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation that demonstrates compliance with Federal hour and wage requirements. Such documentation shall be made available to Grantee for review upon request.

E. 24 CFR 570, Subpart K

The Subrecipient agrees to carry out each activity in compliance with all other applicable Federal laws and regulations described in 24 CFR 570, subpart K, as specified by 24 CFR 570.503, which are not specifically outlined herein.

F. Compliance with Other Requirements & Laws

Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

G. Debarred/Suspended

Subrecipient certifies the following:

1. In accordance with 24 CFR part 5, neither Subrecipient nor any of its principals are presently, and during the term of this Agreement shall not be, excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the Federal government, State of Texas, or Grantee. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

2. Prior to or simultaneously with execution of this Agreement, Subrecipient shall submit to Grantee (i) Subrecipient's DUNS number and (ii) a printout showing Subrecipient's current status on www.sam.gov (or any successor thereto), which printout shall verify that Subrecipient's status is Active, that Subrecipient has no exclusions, and that Subrecipient has no delinquent federal debt.

3. The certifications in this Section are a material representation of fact upon on which reliance has been placed by Grantee in connection with the execution of this Agreement. If it is later determined that Subrecipient knowingly rendered an erroneous certification or provided false documentation, in addition to the other remedies available to Grantee, Grantee may immediately terminate this Agreement.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. VENUE AND GOVERNING LAW

Venue for any action, whether real or asserted, at law or in equity, arising out of the execution, performance, attempted performance or non-performance of this Agreement, shall lie in Denton County, Texas. In any questions involving state law, for any action, whether real or asserted, at law or in equity, arising out of the execution, performance or non-performance of this Agreement, in any issue not governed by federal law, the choice of law shall be the law from the State of Texas.

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties do hereby affix their signatures and enter into this funding Agreement as of the ____ day of _____, 2021. This Agreement shall become effective upon the date executed by both Parties hereto.

CITY OF LEWISVILLE, TEXAS

SPAN INC.

BY: _____
Claire Powell
CITY MANAGER

BY: Michelle McMahon
Michelle McMahon
EXECUTIVE DIRECTOR

ATTEST: _____
Thomas Harris III, CITY SECRETARY

Agency Unique Entity Identifier: S7U7KCS1ST43

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

ATTACHMENT A - PROGRAM SUMMARY

Meals on Wheels provides nutritious meals and nutrition education to seniors to assist in meeting daily nutritional needs. The program includes noon-time meals delivered by volunteers to home-bound seniors and congregate lunches at senior centers and senior living facilities.

ATTACHMENT B - PROGRAM TIMELINE

OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

The grant award is made for a one-year period.

ATTACHMENT C – SCOPE OF SERVICES

- A. Targeted Lewisville (Unduplicated) Clients: 111
- B. Service Unit 1: Provide 7,407 One Home Delivered Meal
- C. Service Unit 2: Provide 4,939 One Congregate Meal

Each One Home Delivered Meal(s) and One Congregate Meal(s) will be reimbursed at a rate of \$1.62 not to exceed \$20,000 for the entire contract.

ATTACHMENT D – OUTCOME MEASURES

- A. Intermediate Outcome Measure:
 - 1. Homebound seniors receive hot noontime meals meeting daily nutritional requirements. Homebound seniors have daily interactions with our volunteers. Nutrition education helps clients make better meal choices outside of the program.
 - 2. Seniors receive a hot noontime meal meeting 1/3 of their daily nutritional requirements in a congregate setting allowing socialization and nutrition education that helps participants make better meal choices outside of the program.
- B. Long-Term Outcome Measure:
 - 1. 1/3 of the nutritional needs are met by a delivered noon-time meal that improves health and allows seniors to reduce dependence on more costly public services resulting in a longer independent lifestyle and improved quality of life for homebound seniors.
 - 2. 1/3 of the nutritional needs of seniors are met, improving health while increasing socialization, and reducing dependence on more costly public services, resulting in a longer independent lifestyle and improved quality of life for seniors.
- C. H.U.D. Mandated Performance Measure – the following objective and outcome designated for SPAN INC. will be used by the City in reporting public service activity:
 - 1. Objective – Create suitable living environments
 - 2. Outcome – Availability/Accessibility

ATTACHMENT E

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). "Claims Made" form is unacceptable.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability Coverage
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and

completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. Waiver of Subrogation - All Coverages

- a. Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation - All Coverages

- a. Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.