

low- and moderate-income limit. Grantee has applicable volumes of 24 CFR pertinent to this Agreement for 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, Agreement suspension or termination procedures will be initiated.

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 and Benchmarks, Attachment C – Budget, 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. EFFECTIVE DATE; TIME OF PERFORMANCE

The effective date of this Agreement shall be the date upon which it is executed by duly authorized representatives of the Parties. The Term of this Agreement shall begin on the 18th day of May 2026 and end on the 11th day of August 2027 (“Term”), unless earlier terminated under the terms of this Agreement. Subrecipient will act in accordance with “Attachment B - Program Timeline and Benchmarks”. 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. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The Grantee’s authorized department contract representative or their designee may approve changes to the schedule set forth in “Attachment B- Program Timeline and Benchmarks” and extend the Term, so long as the End of Term as set forth therein does not extend more than one year past the Term of this Agreement.

III. BUDGET

The Subrecipient shall operate fiscally within the budget outlined in “Attachment C – Budget”.

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 amendments to this budget 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 **\$108,000.00** (“Grant”), and that in no case shall the total amount paid by the Grantee under this Agreement exceed eligible expenses as described in “Attachment C – Budget”. 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 Sections I.C. and VIII.B.7., below. Subrecipient shall be responsible for all other costs not identified as eligible expenses, described in “Attachment C – Budget”, and all other costs, in excess of this Grant, necessary to complete the Project. Requests for drawdowns 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).

V. NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served via email, read receipt requested, by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given by mail shall be deemed delivered three (3) days after the date deposited in the United States’ mail. Notice delivered in person shall be effective upon receipt at the address of the addressee. Notice delivered by email will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party sending an email notice under this Agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must no later than ten business days after sending the email message deliver a tangible copy of that notice as otherwise set forth herein. Communication, details, and notices concerning this Agreement shall be directed to the following representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Elena Shehan, Neighborhood Services Manager City of Lewisville 151 West Church Street P.O. Box 299002 Lewisville TX 75029 (972) 219-3780 Email: eshehan@cityoflewisville.com	Daphne Barlow Stigliano, Chief Executive Officer & President Boys and Girls Clubs of Greater Tarrant County Inc. 3218 E. Belknap St. Fort Worth, TX 76111 (817) 834-4711 Email: daphne@dgcgtc.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 activity. Furthermore, the Subrecipient will be required to ensure that programs associated with housing and homelessness services

shall report client level data in the Denton County Homeless Management Information System if clients experiencing homelessness are served.

The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's Project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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 Grantee's environmental responsibilities described in 24 CFR 570.604 or the Grantee'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 200.339.

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 GRANTEE, 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 GRANTEE, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SUBRECIPIENT AND THE GRANTEE, 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 GRANTEE'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. THIS SECTION SHALL SURVIVE THE EARLIER TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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 shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the insurance requirements of 2 CFR 200.447 (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, unless otherwise stated herein. 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, Termination, and Repayment

1. This Agreement may be suspended or terminated in accordance with 2 CFR 200.339 as it exists or may be amended, and upon any one of the following:
 - a. By written agreement of the Parties;
 - b. By expiration of the Term;
 - c. By the Grantee, if Subrecipient breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, and the Subrecipient has not commenced curative action within such 30-day period and has not diligently pursued such curative action to a satisfactory completion;
 - d. By the Grantee, if any statement, warranty, or representation made by Subrecipient herein is false;
 - e. By the Grantee, if the Subrecipient suffers an Event of Bankruptcy;
 - f. By the Grantee, if any taxes or fees owed to the City or the State of Texas by the Subrecipient shall become delinquent and payment of delinquent amounts is not made within thirty (30) days after receipt of written notice thereof (provided, however the Subrecipient retains the right to timely and properly protest and contest any such taxes or fees); or
 - g. As otherwise stated within this Agreement.
2. In the event this Agreement is terminated pursuant to Section VII.H.1.a., VII.H.1.d., VII.H.1.e., or VII.H.1.f., all funds expended for the Project at that time shall be repaid to the Grantee within sixty (60) days of receiving written notice of termination from the Grantee.
3. In the event the Agreement is terminated pursuant to Section VII.H.1.c. or VII.H.1.g., the Subrecipient shall reimburse the Grantee a pro-rated portion of the grant funds within thirty (30) days of receiving written notice from the City. The amount due shall be calculated based on the percentage of the service goals included in the Scope of Services found in “Attachment A – Program Summary” that had not been provided and reported as of the date on which the notice of termination is sent, minus any grant funds that have not been paid to the Subrecipient.
4. The City reserves the right to exercise any and all remedies under law, including but not limited to those set forth in 2 CFR 200.339 as it exists or may be amended.

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 this Agreement, or three (3) years after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time ("Retention Period"). 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. **This Section shall be applicable for the duration of the Retention Period and shall survive the earlier termination or expiration of this Agreement.**

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided by Subrecipient. Such data shall include, but not be limited to client name, address, family size, and 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 Retention Period. **This Section shall be applicable for the duration of the Records Retention and shall survive the earlier termination or expiration of this Agreement.**

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 during the Retention Period. 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 Agreement 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).

7. Monitoring and Progress Reports

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 has copy available for review or reproduction). The Subrecipient agrees to make available its financial records for review by the City at the City's discretion.

- a. Monthly Reporting: Subrecipient agrees to provide the City with the following data and/or reports monthly in compliance with the timeline described in "Attachment B – Program Timeline and Benchmarks". Monthly reporting includes, but is not limited to:
 - a) Progress Report on Project Completion in accordance with "Attachment B – Program Timeline and Benchmarks"
 - b) Request for Reimbursement

- c) Any Relevant Documentation for Proof of Expenses
 - d) Performance Objectives Report
 - e) Client Data Summary Report
 - f) Any additional documents or information requested by Grantee
- b. Quarterly Reporting: In compliance with the timeline described in “Attachment B – Program Timeline and Benchmarks”, the Subrecipient shall provide the following data and/or reports quarterly:
- a) Performance Objectives Report
 - b) Client Data Summary Report
 - c) Any additional documents or information requested by Grantee

Multiple failures to submit timely reports will be reflected in the Subrecipient’s file and may be considered during any future funding determinations.

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

Indirect costs, as defined in 2 CFR 200.414, are not eligible expenses under this Agreement.

3. Payment Procedures

The Grantee will pay the Subrecipient funds available under this Agreement after review and acceptance of documentation described in Section VIII.B.7.a., submitted by the Subrecipient and consistent with any approved budget and timeline and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. 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.

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 a minimum of 30 days prior to travel 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, 570.504, and 570.505 as applicable, and the following:

1. Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the 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 the 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. **This Section shall be applicable for the duration of the Term of Use and shall survive the earlier termination or expiration of this Agreement.**
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. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), (b) implementing regulations as 49 CFR Part 24 and 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HCDA); and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation

assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement from their residences.

X. 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 Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063. 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.

4. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient agrees to comply with 24 CFR 570.614 regarding compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain federally funded buildings to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. The Subrecipient further agrees to comply with the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) in the design and construction of facilities to prevent discrimination against individuals with disabilities.

5. Executive Order 14173

Where applicable, the Subrecipient agrees to comply with Executive Order 14173 entitled Ending Illegal Discrimination and Restoring Merit-Based Opportunity and the regulations issued pursuant thereto which provides that Executive Order 11246 is revoked. The Subrecipient will cause this provision and the accompanying Federal Anti-Discrimination Certifications to be inserted in all

contracts and subcontracts for any work covered by this contract so that such provisions will be binding upon the Subrecipient and the Subrecipient's subcontractors. As a condition of this grant award, the Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the Grantee's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code (False Claims Act). The Subrecipient certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

B. Regulatory Compliance

1. Fair Housing

The Subrecipient agrees to assist the Grantee by taking meaningful actions to further the goals of the 2022-2026 Lewisville Assessment of Fair Housing.

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

The Subrecipient agrees to comply with all state and federal minority- and women-owned business enterprise rules and regulations.

3. Access to Records

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

4. 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 available to employees and applicants for employment.

5. EEO Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A., Civil Rights, and B., Regulatory Compliance, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own 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.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) and their implementing regulations 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. The Subrecipient shall maintain documentation that shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3 Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development ACT of 1968, as amended (12 U.S.C. 1701). Section 3 requires

that to the greatest extent feasible opportunities for training and employment be given to low- and very-low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, to participants in the YouthBuild program, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, to participants in the YouthBuild program, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers’ representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.

c. Subcontracts

The Subrecipient will include, when required by federal regulation, the Section 3 clause found in 24 CFR Part 75 Subpart B 75.9 (b) in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found to be in violation of regulations under 24 CFR Part 75 Subpart B 75.9 (b) and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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 subawards 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.C. 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 of religious activities and beneficiary protections found in 24 CFR 5.109.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 USC 7401, et. seq.

2. Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedure for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Environmental Review Process

The Subrecipient agrees that an Environmental Review must be performed by the Grantee before any use of CDBG funds, or funds from other sources, is allowed. The Grantee must document the level of environmental review required under 24 CFR Part 58. (Exempt, Categorically Excluded, Environmental Assessment or Environmental Impact Statement). When required, the Grantee must also document environmental conditions complying with 24 CFR Parts 51, 55 and 58. As part of the Environmental Review process, progress on a project could be halted to allow for the completion of the Environmental Review and alternatives may have to be considered including alternate site selection, modifications to the project and cancellation of the project. Depending on the level of review, the Grantee may be required to complete a statutory checklist to document compliance with various laws and authorities listed at 24 CFR

58.5. Furthermore, the Grantee may have to publish Notices of Intent to Request Release of Funds and/or Findings of No Significant Impact. Before project funds are committed, the Grantee may also have to wait for a written Release of Funds response from HUD.

F. 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.

G. Compliance with Other Requirements & Laws

Subrecipient shall comply with the System for Award Management (SAM.gov.) and requirements for the Unique Entity Identifier (UEI); 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.

H. 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) Unique Entity Identifier (UEI), 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 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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 _____, 2026.

CITY OF LEWISVILLE

**BOYS AND GIRLS CLUBS OF GREATER
TARRANT COUNTY INC.**

By:

By:

Daphne Barlow Stigliano

Claire Powell, City Manager

**Daphne Barlow Stigliano, Chief Executive
Officer & President**

Attest:

Jennifer Malone-Ippolito, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

Attachment A - Program Summary

This Project supports the costs of equipment and materials for four (4) new HVAC units at 195 W Corporate Dr. Lewisville, TX 75067 (“Property”). This site was acquired from the City of Lewisville for the purpose of establishing a new branch of Boys and Girls Clubs of Greater Tarrant County to serve as a youth development center within the City. The property was a former City of Lewisville fire station, which needs the replacement of four (4) HVAC units to convert the garage into multipurpose sports courts to make it a functional space for the youth development center.

Boys and Girls Clubs of Greater Tarrant County’s mission is to provide safe, supportive, and affordable after-school and summer services. By offering after-school childcare at minimal or no cost, the Club helps reduce financial strain on families, particularly those experiencing housing cost burdens. This affordable care model ensures parents can maintain steady employment while their children receive quality supervision, educational support, and enrichment opportunities after school. In addition to childcare, the youth development center location will operate expanded summer hours, providing a critical resource for working parents who need reliable care during school breaks. By offering a safe environment where children can learn, grow, and receive mentorship, the center supports students' educational success while enabling parents to focus on work and financial stability. Key services to be provided through the youth development center include:

- Academic Support - Reading & Literacy, STEM, High Yield Learning, Tutoring & Homework Help
- Health & Wellness - Life Skills, Nutrition Education, Social, Emotional and Mental Health Support
- Targeted Programs - Mentoring, College & Career Preparation, Workforce Development
- Prevention & Intervention, Anti-bullying, Character and Leadership Development, Civic Responsibility & Service -Learning, Financial and Economic --Literacy
- Sports & Recreation - Games, Fitness and Sports Activities
- Technology and Internet access
- Field Trips and Special Events
- Hot Meals and/or Snack Distribution

The creation of a youth development center in Lewisville will expand Boys and Girls Clubs of Greater Tarrant County’s services in the city, allowing opportunity to increase transportation services to ensure students can access services at the center while continuing to operate Boys and Girls Clubs of Greater Tarrant County’s Mobile Clubhouse programming during the transition.

While the Property is not located within a predominantly low-to-moderate income (LMI) census block, the Property is within walking distance of 4 census blocks with percentages ranging from 63 to 80% of households in those areas qualifying as LMI. The new Boys & Girls Club youth development center location is strategically positioned to serve a designated area accessible by the Club's passenger bus fleet. The primary schools identified for student transportation to this site include Southridge, Creekside, Lewisville, and Central Elementary Schools. Additionally, to support the Boys & Girls Club's mission of teen engagement, resources will be dedicated to transporting students from Durham Middle School and Lewisville High School. The service area's optimal boundaries are defined as Purnell St. to the north (with Lewisville High School at the northwest corner), S. Valley Parkway to the west, Round Grove Rd. to the south, and S. Stemmons Freeway and Mill St. to the east.

The center would serve an estimated 100 youth daily once operational, reaching approximately 450 unique youth each year.

Scope of Services

This Project will support the costs of equipment and materials for four (4) HVAC units for Boys and Girls Clubs of Greater Tarrant County at 195 W Corporate Dr. Lewisville, TX 75067 (“Property”). The vendor selected will complete the replacement within the program timeline included in Attachment B.

Subrecipient shall, in compliance with the program timeline included in Attachment B:

- purchase the equipment and materials for four (4) HVAC units in compliance with all Federal, state, and local regulations;
- verify installation of the HVAC units utilizing the equipment and materials acquired with this grant funding at the Property in compliance with all Federal, state, and local regulations and receive a passing HVAC final inspection by the local municipality;
- serve a minimum of 300 unique Lewisville youth through memberships and services provided at the youth development center;
- serve a minimum of 15,200 fresh, nutritious meals to Lewisville youth participants;
- use the Property to serve low/mod income clientele in compliance with the requirements of the National Objective described in Section I.B. of the Agreement.

Attachment B - Program Timeline and Benchmarks

Date	Description
August 15, 2025 – April 1, 2026	Pre-Award Preparation: City staff revised subrecipient agreement template. City staff review agreement, metrics, and requirements with Subrecipient.
April 20, 2026 – May 18, 2026	Environmental Review & Project Preparation: City staff complete necessary Environmental Review of Property and submit to HUD. Subrecipient verifies the process of vendor selection or procurement to the Grantee and notifies vendor of project initiation.
May 18, 2026	Effective Date of Agreement
May 18, 2026 – August 12, 2026	Monthly Progress Reports: Monthly progress report due. Monthly reports due on the 15th day of the month following the month being requested until the Property opens for services.
May 18 – August 1, 2026	Purchase of Equipment and Materials, Installation, and System Integration: Purchase of the HVAC unit equipment and materials followed by installation and thorough system integration and initial testing to ensure optimal functionality.
August 1, 2026 – August 12, 2026	Final Inspections and Project Completion: Comprehensive inspections to verify compliance with all applicable codes and standards, followed by final system calibration and project sign off.
August 12, 2026 – August 31, 2026	Grant Close Out in Progress: City staff will review all documents submitted for reporting and reimbursements. 100% of funding expended/reimbursed. 100% of HVAC work complete.
August 12, 2026 – August 11, 2027	Quarterly Reporting: Progress reports due to the City switch from monthly to quarterly, beginning after the Property opens for services, through the remainder of the Term. Quarterly reports due on the 15 th day of the month following the end of each quarter.
April 15, 2027	Service Benchmark: A minimum of 50% of the 300 Lewisville youth and 15,200 meals outlined in Attachment A shall be served and reported. If less than 50% of the service requirements have been provided by this time, the Subrecipient will meet with the Grantee to identify opportunities to meet service requirements by the end of the Term.
August 11, 2027	End of Term: All services outlined in Attachment A must be completed by the end of the Term and must be included in the final quarterly report.
August 11, 2027 – December 31, 2030	Records Retention: Project is subject to records retention monitoring for compliance, use and reversion of assets.

Attachment C - Budget

Sources

CDBG Funds:	\$108,000
Total Project Costs:	\$108,000

Uses of CDBG Funds

CDBG funds will be used to acquire equipment and materials required to replace four (4) of the HVAC units for Boys and Girls Clubs of Greater Tarrant County. Eligible expenses include, but are not limited to costs for equipment and materials for all four (4) HVAC units. The Grantee has final approval on whether requested reimbursements meet eligible expenses. The Subrecipient will expend other funds to cover all other costs not listed as eligible expenses under this Agreement. CDBG funds shall not be used to directly support staff costs or installation costs.






BGCGTC HVAC Agreement

Final Audit Report

2026-04-30

Created:	2026-04-30
By:	Erin Bergman (ebergman@bgcgtc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAph8_yx-WAvitZrmg5uSQYDkGtftzgcI5

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