

Resolution No. _____

THE STATE OF TEXAS

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COUNTY OF DENTON

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**AGREEMENT BETWEEN THE
CITY OF LEWISVILLE, TEXAS AND
SPECIAL ABILITIES OF NORTH TEXAS, INC.**

This Agreement is hereby entered into by and between the City of Lewisville, Texas, a home rule municipal corporation, (hereinafter referred to as City) and SPECIAL ABILITIES OF NORTH TEXAS, INC., a Texas 501(c)(3) corporation (hereinafter referred to as Agency) (jointly, hereinafter referred to as the "Parties").

WHEREAS, the City Council has reviewed the scope of services of the Agency and has determined that the Agency performs an important human service for the residents of Lewisville without regard to race, religion, color, or national origin and therefore Council recommends funding the Agency; and

WHEREAS, the City Council finds that the services provided by the Agency under this Agreement are beneficial to the residents of the City and serves a valid public purpose by providing direct services to low-to-moderate income Lewisville residents to address basic needs and barriers to self-sufficiency, specifically the objectives outlined in Section III of this Agreement, below; and

WHEREAS, the City has determined that this Agreement contains sufficient controls to ensure that the above-mentioned public purposes are carried out in all transactions involving the use of public funds and resources; and

WHEREAS, the City has determined that the Agency merits assistance and has provided for \$10,000 in its budget for funding the Agency.

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

I. RECITALS INCORPORATED

The foregoing recitals stated above shall be and are hereby incorporated in this Section I as if said recitals were fully set forth herein.

II. PROGRAM SUMMARY

The Agency shall, in a satisfactory and proper manner, perform the following tasks and achieve the goals for which the monies provided by the City may be used:

Individualized Skills and Socialization program provides structured, engaging, and individualized support for adults with developmental disabilities. The program fosters independence, promotes community integration, and improves quality of life for those served.

III. SCOPE OF SERVICES

- A. Target Lewisville (Unduplicated) Clients: 5
- B. Service Unit 1: Provide 976 One hour of Individualized Skills and Socialization (ISS) services(s). Each One hour of Individualized Skills and Socialization (ISS) services(s) will be reimbursed up to \$10.25 per service unit not to exceed \$10,000 for the entire Agreement.

IV. OUTCOME MEASURES

- A. Intermediate Outcome Measure:
 - 1. 80% of ACEs demonstrate increased or maintained independence in daily activities, such as self-care, communication, and decision-making.
- B. Long-Term Outcome Measure:
 - 1. 90% of ACEs sustain long-term engagement in ISS, ensuring continued skill-building, socialization, and community participation.
- C. Failure to meet the Intermediate or Long-Term Outcome Measures shall not be a breach of this Agreement but may affect future grants of funding from the City to the Agency.

V. OBLIGATIONS OF AGENCY

In consideration of the receipt of funds from the City, Agency agrees to the following terms and conditions, in addition to all other terms and conditions set forth herein:

- A. Agency shall provide reports to the City on a monthly basis. See Section VIII.
- B. Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the expiration or termination of this Agreement.
- C. Agency shall permit the Director of the City's Department of Neighborhood and Inspection Services or his designee to audit its program performance and accounts upon request.
- D. Agency shall appoint a representative who will be available to meet with the City's Director of Finance and other city officials upon request.

- E. Agency shall maintain, at its expense, insurance throughout the term of the Agreement, in accordance with Attachment A– 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 Agency. Certificates of Insurance must be received and approved by the City **prior to Agency submitting the first Request for Reimbursement as outlined in Section VII, below.**

VI. 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 services set forth as eligible for reimbursement under this Agreement shall be undertaken by the Agency within the following time frame (the “Term”):

OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

VII. METHOD AND TIMING OF PAYMENT

- A. Payment by the City for services provided hereunder will be reimbursed monthly within 21 days following timely receipt of proper reporting documents as outlined in Section VIII, below. Reimbursements will be made at the contracted cost per service unit(s) (See Section III – Scope of Services), as provided for in Section VII.B., below.
- B. 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 of the total award amount, subject to the following:
1. In the event that Agency would be eligible for repayment for services provided during a month but is unable to receive full repayment for those services due to the monthly maximum repayment, Agency may "roll over" the surplus services provided to a subsequent month during the term of this Agreement in which services provided have not reached the monthly maximum repayment limit, and they may be counted toward that month's total services provided. The City reserves the right to request additional documentation if necessary to ensure that Agency does not receive duplicate payments for services.
 2. The last month of the term of this Agreement shall not have a maximum repayment limit.
- C. It is expressly understood that no reimbursement will be provided without the documentation required by Section VIII, below, outlining the services provided by the Agency under this Agreement and the eligible expenses incurred by Agency in providing such services.

- D. It is expressly understood and agreed that in no event under the terms of this Agreement will the total funding hereunder exceed the maximum sum of \$10,000 for all the services rendered.

VIII. EVALUATION

The Agency agrees to comply with the requirements outlined in the City of Lewisville City Fund Monitoring Guide (City has copy available for review or reproduction). The Agency agrees to make available its financial records for review by the City at the City's discretion. In addition, the Agency agrees to provide the City the following data and/or reports no later than the 15th of each month during the Term regarding the previous month's data:

- A. Performance Objectives Report
- B. Client Services Summary Report
- C. Request for Reimbursement

Forms for these reports will be available on and submitted through the City's online grants portal. The Agency shall ensure that clients included in the above 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 Agency file and may be considered in future application requests for City grants.

IX. SUSPENSION OR TERMINATION

- A. The City may suspend payments to the Agency, in whole or part, or terminate this Agreement, for cause. Cause shall include but not be limited to the following:
 - 1. Agency's improper use, misuse, or inept use of funds.
 - 2. Agency's failure to comply with the terms and conditions of this Agreement, including but not limited to failure to provide services that have been identified herein as fulfilling an eligible public purpose in accordance with the requirements for such services as herein set forth.
 - 3. Agency's submission of data and/or reports that are inaccurate or incomplete in any material respect.
 - 4. In the case of Force Majeure, as defined in Section XL of this Agreement, below.
- B. In case of suspension of payments, the City shall provide the Agency with written notice of such suspension and the conditions precedent to the resumption of funding and specify a reasonable date for compliance. Suspension shall become effective as of the date of such written notice. Once all conditions for compliance have been

met, as determined by the City Manager or her designee, in her sole discretion, funding shall be resumed and Agency may submit the documentation required by Section V, above, for reimbursement of services provided during the suspension period within thirty (30) days of the end of such suspension period.

- C. In case of termination for cause, the City shall provide the Agency with written notice of termination and the reasons therefor, and Agency shall have thirty (30) days to cure ("Cure Period"). If the cause/s of termination is/are not cured, as determined by the City Manager in her sole and absolute discretion, within the Cure Period, this Agreement shall terminate. The City Manager shall have the authority, but not the obligation, to extend the Cure Period at her sole and absolute discretion for a period up to sixty (60) additional days, if she determines that substantial progress is being made toward curing the cause/s of termination.
- D. In case of termination for cause due to inaccurate reports or data that are discovered after reimbursement of funds based on those reports or data, the City shall provide the Agency with a written invoice for repayment of all funds provided based on incorrect reports or data in the notice of termination, and the Agency shall reimburse such funds in full within the Cure Period.
- E. Either party may terminate this Agreement without cause upon giving the other party sixty (60) days written notice of such termination.
- F. In case of termination for any reason, the Agency shall provide the City with a final report for disbursement as required by Section V, above. Termination or disbursement of funds shall not constitute a waiver of any claim the City may otherwise have arising out of this Agreement.

X. MISCELLANEOUS

- A. Confidential Information. To the extent allowed by law, City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, City 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.
- B. 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>City</u>	<u>Agency</u>
Rachel Hiles, Grants Specialist	Jordan Drake, Chief Executive Officer
City of Lewisville	SPECIAL ABILITIES OF NORTH
151 W Church St	TEXAS, INC.
P.O. Box 299002	75-2480904
Lewisville, TX 75029	1511 Justin Rd. Ste B
972-219-5026	Lewisville, TX 75077
rhiles@cityoflewisville.com	972-317-1515
	jordan@specialabilities.net

Either Party may change the address to which notices are to be sent by giving the other Party written notice in the manner provided in this paragraph.

- C. 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 Agency shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.
- D. Compliance with Laws. The Agency shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including, but not limited to the Immigration Reform and Control Act (IRCA).
- E. Indemnification, Defense, and Hold Harmless. **THE AGENCY 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 AGENCY'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OF THIS AGREEMENT OR BY AGENCY'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 AGENCY, 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 AGENCY 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 AGENCY'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.

- F. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- G. Governmental Immunity. Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
- H. Arbitration. In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- I. Amendment. This Agreement may be modified or rescinded only by a written instrument signed by both of the Parties or their duly authorized agents.
- J. Successors and Assigns. Agency binds itself and its partners, successors, executors, administrators and assigns to this Agreement in respect to all covenants of this Agreement. Agency shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Agency.
- K. 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.
- L. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other

party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Agency created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Agency), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Agency and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Agency gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

- M. Waiver. The City's failure to act with respect to a breach by the Agency does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- N. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- O. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- P. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Agency 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 City and the Agency with respect to this Agreement.
- Q. Survival of Terms. The obligations of the City and the Agency under this Agreement that by their nature would continue beyond expiration or termination of this Agreement shall survive any such expiration or cancellation.
- R. Certification of Execution. The Agency and the person or persons signing and executing this Agreement on behalf of the Agency, or representing themselves as signing and executing this Agreement on behalf of the Agency, do hereby warrant

and certify that this Agreement has been approved by appropriate action of the Agency, and that the person or persons signing and executing this Agreement have been duly authorized by the Agency to sign and execute this Agreement on behalf of the Agency and to validly and legally bind the Agency to all terms and conditions herein set forth.

- S. Closure. By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including any and all attachments referred to herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties do hereby affix their signatures and enter into this funding Agreement as of the _____ day of _____, 2025.

CITY OF LEWISVILLE, TEXAS

SPECIAL ABILITIES OF NORTH TEXAS,
INC.

BY: _____
Claire Powell,
CITY MANAGER

BY: Jordan Drake
Jordan Drake
Chief Executive Officer

ATTEST: _____
Jennifer Malone-Ippolito,
CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster,
CITY ATTORNEY

ATTACHMENT A

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.