

ORDINANCE NO. 25-1435

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY AND PEDIPLACE TO PROVIDE GENERAL FUND DOLLARS FOR ACCESS TO PRIMARY HEALTHCARE IN PEDIATRICS IN DENTON, TEXAS; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$35,339.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Services Advisory Committee ("CSAC") of the City of Denton (the "City") has reviewed the proposal for services of PediPlace, (the "Agency") for the Access to Primary Healthcare in Pediatrics Program and has determined that the Agency performs an important service for the residents of Denton without regard to race, religion, color, age, or national origin, and the CSAC recommends the purchase of such services pursuant to the 2025-2026 Grant Service Agreement between the City and Agency attached hereto as Attachment 1 and incorporated herein for all purposes (the "Agreement"); and

WHEREAS, funding is contingent on CITY's adoption of the FY-2025 Operating Budget; and

WHEREAS, the 2023-2027 City of Denton Consolidated Plan includes the services contemplated by the Agreement; and

WHEREAS, the City has designated the Community Development Division as the division responsible for the administration of the Agreement and all matters pertaining thereto; and

WHEREAS, the City Council deems it in the public interest to enter into the Agreement in support of much needed services for Denton residents; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. Subject to City Council approval of the FY 2025-2026 Operating Budget and appropriation of funds for Access to Primary Healthcare in Pediatrics, the City Manager or their designee is authorized to execute the Agreement with PediPlace to provide for the Access to Primary Healthcare in Pediatrics Program.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed \$35,339.00, in the manner specified in the Agreement, and to take any other actions that may be necessary or convenient, in the reasonable opinion of either the City Manager or the City Attorney, to carry out the City's rights and obligations under the Agreement.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____
_____. The ordinance was passed and approved by the following vote [____
- ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

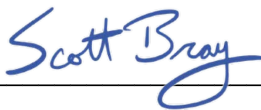
PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Scott Bray
Deputy City Attorney

**2025-2026 GENERAL FUNDS SERVICE AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
PEDIPLACE**

This 2025-2026 Grant Service Agreement (“Agreement”) is made and entered into by and between the City of Denton, a Texas municipal corporation, acting by and through its City Manager, hereinafter referred to as “CITY,” and PediPlace, a Texas nonprofit corporation with its principal place of business at 502 South Old Orchard Lane Suite 126, Lewisville, Texas 75067.

WHEREAS, CITY has determined that the SUBRECIPIENT’s proposal for services can provide needed services to the residents of the City of Denton in accordance with the 2023-2027 City of Denton Consolidated Plan, and desires to enter into an agreement for such services; and

WHEREAS, funding is contingent on CITY’s adoption of the FY -2025 Operating Budget and appropriation of funds; and

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto;

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound, to the mutual obligations and to the performance and accomplishment of the conditions hereinafter described.

1. TERM

This Agreement shall commence on or as of October 1, 2025, and shall terminate on September 30, 2026, unless sooner terminated in accordance with Section 25 “Termination.”

2. RESPONSIBILITIES

SUBRECIPIENT hereby accepts the responsibility for the performance of all services and activities described in the Scope of Services attached hereto as Exhibit A, and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein. CITY will consider SUBRECIPIENT’s executive officer to be SUBRECIPIENT’s representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from SUBRECIPIENT and approved by CITY.

The CITY’s Director of Community Services will be CITY’s representative responsible for the administration of this Agreement. Beneficiaries of the activities to be provided hereunder must reside in the City of Denton and SUBRECIPIENT certifies that the activities carried out with these funds shall meet the objective of benefitting low and moderate-income persons. SUBRECIPIENT shall provide services to persons whose income is equal to or lower than 80% of the median income of the Dallas standard metropolitan statistical area. To accomplish this, the SUBRECIPIENT shall use the current applicable income limits published by the U.S. Department of Housing and

Urban Development (“HUD”) for lower-income housing assistance under Section 8 of the United States Housing Act of 1937. Income eligibility shall be determined by the sum of the gross income of all individuals residing in the household. Services must be provided directly to or on behalf of specific identified eligible clients. Eligibility documentation must be included in each client’s file and updated at least once during the contract period

3. REPRESENTATIONS

- A. SUBRECIPIENT assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that he, she, or they have been fully authorized by SUBRECIPIENT to execute this Agreement on behalf of SUBRECIPIENT and to validly and legally bind SUBRECIPIENT to all terms, performances, and provisions herein set forth.
- C. CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either SUBRECIPIENT or the person signing the Agreement to enter into this Agreement. SUBRECIPIENT is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.

SUBRECIPIENT agrees that the funds and resources provided SUBRECIPIENT under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, SUBRECIPIENT had this Agreement not been executed.

4. OBLIGATIONS

In consideration of the services provided by SUBRECIPIENT, CITY agrees to the following terms and conditions:

- A. **Limit of Liability.** CITY will reimburse SUBRECIPIENT for expenses incurred pursuant to and in accordance with the Budget attached hereto as Exhibit B, and incorporated herein by reference, and the Scope of Services herein attached as Exhibit A. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of Thirty-Five Thousand Three Hundred Thirty-Nine Dollars (\$35,339.00).
- B. **Measure of Liability.** In consideration of full and satisfactory performance of the services and activities hereunder by SUBRECIPIENT and receipt of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in Exhibit B and in this Section and Section 7 of this Agreement.
 - (1) The parties expressly understand and agree that CITY’s obligations under this Section are contingent upon CITY’s receipt and appropriation of adequate funds to meet CITY’s liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, CITY shall notify SUBRECIPIENT in writing within a reasonable time after such fact has been determined. CITY may, at its option, either reduce the amount of its liability or terminate the Agreement. If funds eligible for use for purposes of this Agreement are reduced, CITY shall not be liable for further payments due to SUBRECIPIENT under this Agreement.
 - (2) It is expressly understood that this Agreement in no way obligates the CITY to provide more funds than the amount shown in subsection A above.
 - (3) CITY shall not be liable for any cost or portion thereof which:
 - (a) has been paid or reimbursed, or is subject to payment or reimbursement, from any other source;
 - (b) was incurred prior to the beginning date or after the ending date specified in Section 1;

- (c) is not in strict accordance with the terms of this Agreement, including all exhibits attached hereto;
 - (d) has not been billed to CITY within 90 calendar days following billing to SUBRECIPIENT, or termination of the Agreement, whichever date is earlier; or
 - (e) is not an allowable cost as defined by Section 10 of this Agreement or in the Budget set forth in Exhibit B.
- (4) CITY shall not be liable for any cost or portion thereof which is incurred with respect to any activity of SUBRECIPIENT requiring prior written authorization from CITY, or after CITY has requested that SUBRECIPIENT furnish data concerning such action prior to proceeding further, unless and until CITY advises SUBRECIPIENT to proceed.
 - (5) CITY shall not be obligated or liable under this Agreement to any party other than SUBRECIPIENT for payment of any monies or provision of any goods or services.
 - (6) Funding not expended within the term of this Agreement will revert to the City of Denton budget for use on alternative services or projects.
- C. **SUBRECIPIENT'S Obligations.** In consideration of the receipt of funds from the CITY, the SUBRECIPIENT agrees to the following terms and conditions:
- (1) Up to Thirty-Five Thousand Three Hundred Thirty-Nine Dollars (\$35,339.00) may be paid to SUBRECIPIENT by CITY to SUBRECIPIENT under the terms of this Agreement on a reimbursement basis. SUBRECIPIENT shall be eligible for reimbursement only for expenditures made in accordance with the Budget, set forth in Exhibit B, to complete those services described in the Scope of Services in Exhibit A.
 - (2) SUBRECIPIENT will establish, operate, and maintain an account system for these funds that will allow for a tracing of funds and a review of the financial status of the program. The system will be based on generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants.
 - (3) SUBRECIPIENT will permit authorized officials of CITY to review its books at any time.
 - (4) SUBRECIPIENT will reduce to writing all of its rules, regulations, and policies and file a copy with CITY's Community Development Office along with any amendments, additions, or revisions upon request.
 - (5) SUBRECIPIENT will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.
 - (6) SUBRECIPIENT will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to CITY's Community Development Division for further direction.
 - (7) SUBRECIPIENT will appoint a representative who will be available to meet with CITY officials when requested.
 - (8) SUBRECIPIENT will indemnify and hold harmless CITY, its officers, elected and appointed officials, agents, employees, and contractors from any and all claims and suits arising out of the services or activities of SUBRECIPIENT, its employees, and/or contractors.
 - (9) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

- A. SUBRECIPIENT assures and certifies that it will comply with all applicable federal laws, laws of the State of Texas, and ordinances of the City of Denton.
- B. SUBRECIPIENT shall give the CITY, and any of CITY's authorized representatives, access to and the right to reproduce all records belonging to or in use by SUBRECIPIENT pertaining to this Agreement. Such access shall continue as long as SUBRECIPIENT retains the records. SUBRECIPIENT shall maintain such records in an accessible location.

- C. SUBRECIPIENT shall refrain from entering into any subcontract for services without prior approval in writing by CITY of the qualifications of the subcontractor to perform and meet the standards of this Agreement. All subcontracts entered into by the SUBRECIPIENT will be subject to the requirements of this Agreement. The SUBRECIPIENT agrees to be responsible to CITY for the performance of any subcontractor.
- D. SUBRECIPIENT has submitted herewith a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, if any, the CITY is not responsible for the information contained in the Form 1295; the information contained in the Form 1295 has been provided solely by the SUBRECIPIENT; and the City has not verified such information.
- E. SUBRECIPIENT acknowledges that in accordance with Chapter 2273 of the Texas Government Code, City is prohibited from entering into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. The terms "taxpayer resource transaction," "abortion provider," and "affiliate of an abortion provider" shall have those definitions provided in Texas Government Code § 2273.001. By signing this Agreement, SUBRECIPIENT certifies that is not an abortion provider or an affiliate of an abortion provider, and that it will not use the proceeds of this Agreement for the purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Failure to meet or maintain the requirements under this provision will be considered a material breach.

6. PERFORMANCE BY SUBRECIPIENT

SUBRECIPIENT will provide, oversee, administer, and carry out the activities and services set out in the Scope of Services described in Exhibit A, utilizing the funds in accordance with the budget described in Exhibit B. Both parties agree and acknowledge that the amount of funds provided hereunder is necessary and sufficient payment for full and satisfactory performance of the program in accordance with all terms, provisions, and requirements of this Agreement. No modifications or alterations may be made to the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

7. PAYMENTS

- A. **Payments to SUBRECIPIENT.** The CITY shall pay to SUBRECIPIENT a maximum amount of money not to exceed Thirty-Five Thousand Three Hundred Thirty-Nine Dollars (\$35,339.00) for services rendered under this Agreement. The CITY will pay these funds on a reimbursement basis to SUBRECIPIENT within twenty-one days after CITY has received supporting documentation of eligible expenditures. Expenses incurred on or after October 1, 2025, may be eligible for reimbursement. Documentation of expenditures must be submitted to the Community Development Division by the dates required by Community Development. SUBRECIPIENT'S failure to provide the information on a timely basis may jeopardize present or future funding.
- B. Funds are to be used for the sole purpose of providing the services described in the Scope of Services in Exhibit A and based on the Budget in Exhibit B.
- C. SUBRECIPIENT's reimbursement request for any one-month period will not exceed one-fourth (1/4) of any budgeted line items for costs as specified in Exhibit B without prior written authorization from the CITY.
- D. If, in CITY's sole judgment, SUBRECIPIENT's reimbursement request for any period does not provide sufficient documentation of allowable expenditures or if CITY requests inspection or verification of claimed expenditures

after receipt of a reimbursement request, CITY may withhold reimbursement for those expenditures for an amount of time deemed reasonable by CITY pending such inspection, verification, or receipt of documentation.

- E. **Excess Payment.** SUBRECIPIENT shall refund to CITY within ten working days of CITY's request, any sum of money which has been paid by CITY, and which CITY at any time thereafter determines:
 - (1) has resulted in overpayment to SUBRECIPIENT; or
 - (2) has not been spent strictly in accordance with the terms of this Agreement; or
 - (3) is not supported by adequate documentation to fully justify the expenditure.
- F. **Disallowed Costs.** Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved by CITY as a result of any auditing or monitoring by CITY, SUBRECIPIENT will refund such amount to CITY within ten working days of a written notice to SUBRECIPIENT, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through CITY.
- G. **Reversion of Assets.**
 - (1) SUBRECIPIENT, upon expiration of this Agreement shall transfer to the CITY any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds.
 - (2) The reversion of these financial assets shall be in addition to any other remedy available to CITY either at law or in equity for breach of this Agreement.
- H. **Obligation of Funds.**
 - (1) In the event that actual expenditure rates deviate from SUBRECIPIENT's provision of a corresponding level of performance, as specified in Exhibit A, CITY hereby reserves the right to reappropriate or recapture any such under expended funds.
 - (2) If CITY finds that SUBRECIPIENT is unwilling and/or unable to comply with any of the terms of this Agreement, CITY may require a refund of any and all money expended pursuant to this Agreement by SUBRECIPIENT, as well as any remaining unexpended funds which shall be refunded to CITY within ten working days of a written notice to SUBRECIPIENT to revert these financial assets.
- I. **Contract Close Out.** SUBRECIPIENT shall submit a final expenditure report, for the time period covered by the last invoice requesting reimbursement of funds under this Agreement, within 15 working days following the close of the Agreement period.

8. ALLOWABLE COSTS

- A. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of Exhibits A and B.
- B. Prior written authorization is required in order for the following to be considered allowable costs:
 - 1) Encumbrances or expenditures during any one-month period which exceeds one-fourth (1/4) of the total Budget for any particular line-item as specified in Exhibit B.
 - 2) CITY shall not be obligated to any third parties, including any subcontractors of SUBRECIPIENT, and CITY funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
 - 3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted.
 - 4) Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B.
 - 5) Costs or fees for temporary employees or services.
 - 6) Any fees or payments for consultant services.
 - 7) Fees for attending out of town meetings, seminars, or conferences.

- C. Written requests for prior approval are SUBRECIPIENT's responsibility and shall be made within sufficient time to permit a thorough review by CITY. SUBRECIPIENT must obtain written approval by CITY prior to the commencement of procedures to solicit or purchase services or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.
- D. Expenditures will not be reimbursed to the SUBRECIPIENT for the purchase of real property or equipment. These are not allowable costs under this Agreement.
- E. Expenditures will not be reimbursed to the SUBRECIPIENT for personnel cost including overtime, bonus, fringe benefits, and miscellaneous. Only base salary are allowable costs under this Agreement.

9. PROGRAM INCOME

- A. For purposes of this Agreement, "Program Income" means earnings of SUBRECIPIENT realized from activities resulting from this Agreement or from SUBRECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees or from the use or sale of equipment or facilities of SUBRECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by SUBRECIPIENT under this Agreement.
- B. SUBRECIPIENT shall maintain records of the receipt and disposition of Program Income in the same manner as required for other contract funds and report Program Income to CITY in the format prescribed by CITY. CITY and SUBRECIPIENT agree that any fees collected for services performed by SUBRECIPIENT shall be used for payment of costs associated with service provision. Revenue remaining after payment of all program expenses for service provision shall be considered Program Income and shall be subject to all the requirements of this Agreement.
- C. SUBRECIPIENT shall include this Section in its entirety in all of its sub-contracts which involve other income-producing services or activities.
- D. It is SUBRECIPIENT's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance thereof, constitutes Program Income. SUBRECIPIENT is responsible to CITY for the repayment of any and all amounts determined by CITY to be Program Income, unless otherwise approved in writing by CITY.

10. REPORTS AND INFORMATION

At such times and in such form as CITY may require, SUBRECIPIENT shall furnish such statements, records, data and information as CITY may request and deem pertinent to matters covered by this Agreement. SUBRECIPIENT shall submit beneficiary and financial reports to CITY by the 15th of every month with reimbursement request. The beneficiary report shall detail client information, including race, ethnicity, income, head of household, disabled and elderly households and other statistics required by CITY using the CITY's Self-Certification form. The financial report shall include information and data relative to all programmatic and financial reporting as of the commencement date specified in Section 1 of this Agreement. SUBRECIPIENT shall submit its annual budget and schedule of board meetings, along with the resolutions or minutes adopting the same, to CITY no later than October 1, 2025. Unless the CITY has granted a written exemption, SUBRECIPIENT shall submit an audit conducted by independent examiners in accordance with Generally Accepted Accounting Principles. If the SUBRECIPIENT expends \$1,000,000 or more in federal funding, the audit must be conducted in accordance with OMB audit requirements in 2 CFR Part 200, as applicable, within thirty days after receipt of the auditor's report(s) or within nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. On or before

October 1, 2025, SUBRECIPIENT shall certify whether it receives or expends more than \$1,000,000 in federal funding by submitting an audit certification form in a form authorized and provided by the City.

11 MONITORING AND EVALUATION

SUBRECIPIENT agrees to participate in a monitoring and evaluation system whereby the services can be continuously monitored. CITY shall perform monitoring of the SUBRECIPIENT's performance under this Agreement.

- A. SUBRECIPIENT agrees that CITY may carry out monitoring and evaluation activities to ensure adherence by SUBRECIPIENT to the Scope of Services, Program Goals, and Objectives in Exhibit A, as well as other provisions of this Agreement.
- B. SUBRECIPIENT agrees to cooperate fully with CITY and provide data determined by CITY to be necessary for CITY to effectively fulfill its monitoring and evaluation responsibilities.
- C. SUBRECIPIENT agrees to cooperate in such a way so as not to obstruct or delay CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by CITY staff.
- D. SUBRECIPIENT agrees to make available upon request its financial records for review by CITY at CITY's discretion. In addition, SUBRECIPIENT agrees to provide CITY the following data and reports, or copies thereof:
 - (1) All external or internal evaluation reports.
 - (2) Performance/beneficiary reports to be submitted in the schedule published by the CITY's Community Development Division. Reports will include such information as requested by the CITY's Community Development Division including but not limited to: number of persons or households assisted, race, gender, disability status, and household income. Beneficiary reports shall be due to CITY within 15 working days after the completion of the required reporting period. SUBRECIPIENT agrees to submit financial statements no less than once every three months. Each statement shall include current and year-to-date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances. Financial reports shall be due to CITY within 15 working days after the completion of the required reporting period; and
 - (3) An explanation of any major changes in program services.
- E. To comply with this section, SUBRECIPIENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. SUBRECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. SUBRECIPIENT agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for the period of time and under the conditions specified by the CITY. Nothing in the above subsections shall be construed to relieve SUBRECIPIENT of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.
- F. After each official monitoring on-site visit, CITY shall provide SUBRECIPIENT with a written report of monitoring findings, documenting findings, and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 60 days from the SUBRECIPIENT's receipt of the monitoring report or audit review letter. Future payments under this Agreement can be withheld for the SUBRECIPIENT's failure to submit a written response within 60 days
- G. SUBRECIPIENT shall submit copies of any fiscal, management, or audit reports by any of the SUBRECIPIENT's funding or regulatory bodies to CITY within ten working days of receipt by the SUBRECIPIENT.
- H. SUBSUBRECIPIENT shall refer to Exhibit E for the Monitoring Checklist.

12. MAINTENANCE OF RECORDS

- A. SUBRECIPIENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of Exhibit A and Exhibit B, and with any other applicable Federal and State regulations establishing standards for financial management.
- B. SUBRECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve SUBRECIPIENT of fiscal accountability and liability under any other provision of this Agreement or any applicable law. SUBRECIPIENT shall include the substance of this provision in all subcontracts.
- C. SUBRECIPIENT agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years after the termination of all activities funded under this Agreement.
- D. Nothing in the above subsections shall be construed to relieve SUBRECIPIENT of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.
- E. At any reasonable time and as often as CITY may deem necessary, the SUBRECIPIENT shall make available to CITY, or any of their authorized representatives, all of its records and shall permit CITY, or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and all other data requested by said representatives.

13. DIRECTORS' MEETINGS

During the term of this Agreement, SUBRECIPIENT shall cause to be delivered to CITY copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice and shall include an agenda and a brief description of the matters to be discussed. SUBRECIPIENT understands and agrees that CITY representatives shall be afforded access to all of the Board of Directors' meetings. Minutes of all meetings of SUBRECIPIENT's governing body shall be available to CITY within ten days after Board approval.

14. WARRANTIES

SUBRECIPIENT represents and warrants that:

- A. All information, reports, and data heretofore or hereafter requested by CITY and furnished to CITY are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.
- B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of SUBRECIPIENT on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of SUBRECIPIENT.
- C. No litigation or legal proceedings are presently pending or threatened against the SUBRECIPIENT.
- D. None of the provisions herein contravene or are in conflict with the authority under which SUBRECIPIENT is doing business or with the provisions of any existing indenture or agreement of SUBRECIPIENT.
- E. SUBRECIPIENT has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of SUBRECIPIENT are subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements and/or other documents furnished by SUBRECIPIENT to CITY.

- G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

15. COVENANTS

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, SUBRECIPIENT shall not, without the prior written consent of the Director of Community Services or their authorized representative:
- (1) Mortgage, pledge, or otherwise encumber, or suffer to be encumbered, any of the assets of SUBRECIPIENT now owned or hereafter acquired by it or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to, any assets of SUBRECIPIENT which are allocated to the performance of this Agreement and with respect to which CITY has ownership hereunder.
 - (2) Sell, assign, pledge, transfer, or otherwise dispose of accounts receivables, notes, or claims for money due or to become due.
 - (3) Sell, convey, or lease all or a substantial part of its assets.
 - (4) Make any advance or loan to, or incur any liability for any other firm, person, entity or corporation as guarantor, surety, or accommodation endorser.
 - (5) Sell, donate, loan, or transfer any equipment or item of personal property purchased with funds paid to SUBRECIPIENT by CITY, unless CITY authorizes such transfer in writing.
- B. SUBRECIPIENT agrees, upon written request by CITY, to require its employees to attend training sessions sponsored by the Community Development Division.

16. INSURANCE

- A. SUBRECIPIENT shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for the services provided pursuant to this Agreement. I
- B. The premises on and in which the services and activities described in Exhibit A are conducted, and the employees conducting these services and activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant" coverage, with CITY named as an additional insured. Upon request of SUBRECIPIENT, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.
- C. SUBRECIPIENT will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. SUBRECIPIENT will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by SUBRECIPIENT. All employees of SUBRECIPIENT who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in SUBRECIPIENT's files.
- E. Actual losses not covered by insurance as required by this Section are not allowable or eligible costs under this Agreement and remain the sole responsibility of SUBRECIPIENT.
- F. The policy or policies of insurance shall contain a clause which requires that CITY and SUBRECIPIENT be notified in writing of any cancellation or change in the policy at least 30 days prior to such change or cancellation.

17. CIVIL RIGHTS / EQUAL OPPORTUNITY

- A. SUBRECIPIENT shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age, or disability. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment

practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b), 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, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- C. SUBRECIPIENT shall comply with all applicable fair housing, civil rights, and anti-discrimination laws in its selection of beneficiaries and its implementation of the program including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination Act of 1973; and Title II and Title III of the Americans with Disabilities Act of 1990.
- D. SUBRECIPIENT will furnish all information and reports requested by the CITY, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and Federal rules and regulations.
- E. In the event of SUBRECIPIENT's non-compliance with the non-discrimination requirements, CITY may cancel or terminate the Agreement in whole or in part in accordance with Sections 24 and 25 and SUBRECIPIENT may be barred from further contracts with CITY.
- F. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of these definitions, "minority group members" are Afro-Americans; Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

18. PERSONNEL POLICIES

Personnel policies shall be established by SUBRECIPIENT and shall be available for examination. Such personnel policies shall:

- A. include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel;
- B. be in writing; and
- C. be approved by the governing body of SUBRECIPIENT.

19. CONFLICT OF INTEREST

- A. SUBRECIPIENT covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. SUBRECIPIENT further covenants that no member of its governing body or its staff, subcontractors, or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others, particularly those with which he/she has family, business, or other ties.

- C. No officer, member, or employee of CITY and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporation, partnership, or association in which he or she has a direct or indirect interest.

20. NEPOTISM

SUBRECIPIENT shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by SUBRECIPIENT or is a member of SUBRECIPIENT's governing board. The term "member of immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother, and half-sister.

21. POLITICAL OR SECTARIAN ACTIVITY

- A. Neither the funds provided pursuant to this Agreement, nor any personnel who may be employed by the SUBRECIPIENT with funds provided pursuant to this Agreement, shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.
- B. 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, or nepotism activities.
- C. The SUBRECIPIENT agrees that none of the funds or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat pending legislation. Employees of the SUBRECIPIENT connected with any activity that is funded in whole or in part by funds provided to SUBRECIPIENT under this Agreement may not during the term of this Agreement:
- 1) use their official position or influence to affect the outcome of an election or nomination;
 - 2) solicit contributions for political purposes; or
 - 3) take an active part in political management or in political campaigns.
- D. SUBRECIPIENT hereby agrees to sign a Certification Regarding Lobbying included herein as Exhibit C and if necessary, the Disclosure of Lobbying Activities provided by the CITY.

22. PUBLICITY

- A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement to state that the City of Denton has contributed to make the project possible.
- B. All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in this Agreement. When material not originally developed is included in a report, the report shall identify the source in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.
- C. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by SUBRECIPIENT shall become the property of CITY upon receipt.

23. CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.
- B. SUBRECIPIENT may not make transfers between or among approved line items within budget categories set forth in Exhibit B without prior written approval of CITY. SUBRECIPIENT shall request, in writing, the budget

revision in a form prescribed by CITY, and such request for revision shall not increase the total monetary obligation of CITY under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the program funded under this Agreement.

- C. The City Manager or designee may authorize minor amendments to the approved budget in Exhibit B as necessary to carry out the intent of this Agreement, in a manner consistent with the efficient use of public funds, and in accordance with federal law. Such minor amendments may not increase the not to exceed amount set forth in Exhibit B, extend the term, or otherwise alter the performance obligations of SUBRECIPIENT, without approval of the City Council.
- D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.
- E. CITY may, from time to time during the term of the Agreement, request changes to the Agreement, which may include an increase or decrease in the amount of SUBRECIPIENT's compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- F. Any alterations, deletions, or additions to the Budget set forth in Exhibit B requested by SUBRECIPIENT shall require the prior written approval of CITY.
- G. SUBRECIPIENT agrees to notify CITY of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.
- H. SUBRECIPIENT shall notify CITY of any changes in personnel or governing board composition. SUBRECIPIENT shall submit a board roster to CITY prior to October 1, 2025, which shall include for each board member: board member name, address, email address, and term.

24. SUSPENSION OF FUNDING

Upon determination by CITY of SUBRECIPIENT's failure to timely and properly perform each of the requirements, time conditions, and duties provided herein, CITY, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to SUBRECIPIENT, withhold further payments to SUBRECIPIENT. Such notice may be given by mail to the Executive Officer and the Board of Directors of SUBRECIPIENT. The notice shall set forth the default or failure alleged, and the action required for cure. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 30 calendar days. At the end of the suspension period, if CITY determines the default or deficiency has been satisfied, SUBRECIPIENT may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If, however, CITY determines that SUBRECIPIENT has not come into compliance, the provisions of Section 25 may be effectuated.

25. TERMINATION

- A. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this Section:
 - (1) SUBRECIPIENT's failure to attain compliance during any prescribed period of suspension as provided in Section 24.
 - (2) SUBRECIPIENT's failure to materially comply with any of the terms of this Agreement.
 - (3) SUBRECIPIENT's violation of covenants, agreements, or guarantees of this Agreement.
 - (4) Termination or reduction of funding by the CITY.
 - (5) Finding by CITY that the SUBRECIPIENT:
 - a. is in such unsatisfactory financial condition as to endanger performance under this Agreement; or

- b. has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - c. is delinquent in payment of taxes or of costs of performance of this Agreement in the ordinary course of business.
- (6) Appointment of a trustee, receiver, or liquidator for all or substantial part of SUBRECIPIENT's property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against SUBRECIPIENT.
- (7) SUBRECIPIENT's inability to conform to changes required by Federal, State, and local laws or regulations as provided in Section 4, and Section 2, of this Agreement.
- (8) The commission of an act of bankruptcy.
- (9) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of the Agreement.
- B. CITY shall promptly notify SUBRECIPIENT in writing of the decision to terminate and the effective date of termination.
- C. CITY may terminate this Agreement for convenience at any time. If CITY terminates this Agreement for convenience, SUBRECIPIENT will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination, subject to the requirements of Section 7 and Exhibit B. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBRECIPIENT covered by the Agreement, less payments previously made.
- D. SUBRECIPIENT may terminate this Agreement in whole or in part by written notice to CITY, if a termination of outside funding occurs upon which SUBRECIPIENT depends for performance hereunder. SUBRECIPIENT may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of CITY, provided the termination by the outside funding source was not occasioned by a breach of contract as defined herein or as defined in a contract between SUBRECIPIENT and the funding source in question. SUBRECIPIENT may terminate this Agreement upon the dissolution of SUBRECIPIENT's organization not occasioned by a breach of this Agreement.
- E. Upon receipt of notice to terminate, SUBRECIPIENT shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. CITY shall not be liable to SUBRECIPIENT or SUBRECIPIENT's contractors, subcontractors or creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this Section.
- F. Notwithstanding any exercise by CITY of its right of suspension or termination, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by SUBRECIPIENT, and CITY may withhold any reimbursement to SUBRECIPIENT until such time as the exact amount of damages due to CITY from SUBRECIPIENT is agreed upon or otherwise determined.

26. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit, or other action or proceeding is made or brought by any person(s), firm, corporation, or other entity against SUBRECIPIENT, SUBRECIPIENT shall give written notice thereof to CITY within five working days after being notified of such claim, demand, suit, or other action or proceeding. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action or proceeding; the names and addresses of the person(s), firm, corporation or other entity making such claim or demand, or that instituted or threatened to institute any type of suit, or other action or proceeding; the basis of such claim, demand, suit, or other action or proceeding; and the name of any person(s) against whom such claim, demand, suit, or other action or

proceeding is being made or threatened. Such written notice shall be delivered either personally or by mail postage paid in accordance with the provisions of Section 29.I.

27. INDEMNIFICATION

- A. It is expressly understood and agreed by both parties hereto that CITY is contracting with SUBRECIPIENT as an independent contractor and that as such, SUBRECIPIENT shall save and hold CITY, its officers, elected and appointed officials, agents, employees, and contractors harmless from all liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any kind or character whatsoever resulting in whole or in part from the performance, act or omission of any employee, agent, contractor, subcontractor, or representative of SUBRECIPIENT.
- B. SUBRECIPIENT agrees to provide the defense for and to indemnify and hold harmless CITY and its officers, elected and appointed officials, agents, employees, and contractors from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds and program administration and implementation except to the extent caused by the willful act or omission of CITY, its agents, employees, or contractors.

28. NON-RELIGIOUS ACTIVITIES

- A. SUBRECIPIENT is prohibited from discriminating against beneficiaries in providing services or carrying out activities with such assistance based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice, while also noting that organizations that participate in programs only funded by indirect CITY or Federal financial assistance need not modify their program or activities to accommodate beneficiaries who choose to expend the indirect aid on those organizations' programs.
- B. Faith based organizations that carry out programs or activities with direct financial assistance are required to provide written notice of certain protections to beneficiaries and prospective beneficiaries. Specifically, such organizations are required to give notice to beneficiaries that:
 - (1) The organization may not discriminate against a beneficiary or prospective beneficiary based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
 - (2) The organization may not require a beneficiary to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by the beneficiary in such activities must be purely voluntary;
 - (3) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
 - (4) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and
 - (5) A beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary administering the program, if applicable.
 - (a) Faith-based organizations must provide this notice to prospective beneficiaries prior to enrollment. In the event of an emergency or exigent circumstances that make it impracticable to provide the written notice in advance, prospective beneficiaries may receive the notice at the earliest available opportunity. Current beneficiaries must receive the notice at the earliest available opportunity.
 - (b) Faith-based organizations that carry out a program or activity with direct Federal financial assistance are to promptly undertake reasonable efforts to identify an alternative provider if a beneficiary or prospective beneficiary objects to the religious character of the organization, and to refer the beneficiary or

prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

29. MISCELLANEOUS

- A. SUBRECIPIENT shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company, or other financial institution without the prior written approval of CITY.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. All reports, documents, studies, charts, schedules, or other appended documentations to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by SUBRECIPIENT shall become the property of CITY upon receipt.
- D. Debarment: SUBRECIPIENT certifies that it is not listed on the System for Award Management (SAM), which list the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.
- E. In no event shall any payment to SUBRECIPIENT hereunder, or any other act or failure of CITY to insist in any one or more instances upon the terms and conditions of this Agreement, constitute or be construed in any way to be a waiver by CITY of any breach of covenant or default which may then or subsequently be committed by SUBRECIPIENT. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to CITY to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of CITY may waive the effect of this provision.
- F. This Agreement, together with the referenced EXHIBITS, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.
- G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances, or regulations, CITY will have the final authority to render or to secure an interpretation.
- H. If SUBRECIPIENT provides services to the homeless it is required to:
 - (1) Report homeless data to the Homeless Management Information System ("HMIS"). HMIS is a countywide data management tool designed to facilitate data collection in order to improve human service delivery throughout Denton County. Participation in the HMIS is a requirement per this Agreement. Data entered into HMIS will help our community improve services to individuals experiencing homelessness by providing accurate information on the extent and nature of homelessness in our community and by accounting for our success in helping people move out of homelessness. Participation is also critical to help CITY and Denton County successfully compete for grants for federal funding, such as the U.S. Department of Housing and Urban Development's homeless assistance funds.
 - (2) Participate in the Denton County Homeless Leadership Team meetings and any applicable workgroup(s). The Denton County Homeless Leadership Team is a collaborative, cross-sector team that convenes to improve the planning, coordination, oversight, and implementation required to create systems change for

housing/homelessness initiatives in Denton County. Further, the SUBRECIPIENT is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.

- I. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if delivered by courier or overnight mail service or if sent U.S. Mail postage paid, in each case to the parties and addresses set forth below:

TO CITY:
City Manager
City of Denton
215 E. McKinney Street
Denton, Texas 76201

TO RECIPIENT:
PediPlace
Attn: President and CEO
502 South Old Orchard Lane
Lewisville, Texas 75067

w/ a copy to:
City Attorney
City of Denton
215 E. McKinney Street
Denton, TX 76201

- J. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, this Agreement has been executed as of the _____ day of _____, 2025.

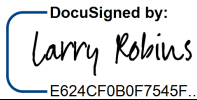
CITY OF DENTON:

BY: _____
SARA HENSLEY,
CITY MANAGER

ATTEST:

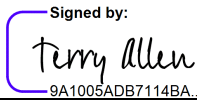
BY: _____
INGRID REX,
INTERIM CITY SECRETARY

PEDIPLACE:

BY:  _____
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TITLE: President and CEO

ATTEST:

BY:  _____
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TITLE: Chairman of the Board

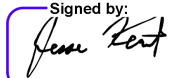
APPROVED AS TO LEGAL FORM:

BY:  Scott Bray
Deputy City Attorney

MACK REINWAND,
CITY ATTORNEY

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms

Signed by:



F418EB1B782348F...

Signature

Director of Community Services

Title

Community Services

Department

Date Signed: 9/15/2025

Exhibit A
Scope of Services

The Scope of Services under this Agreement shall be as follows:

SECTION I – SERVICE GOAL

SUBRECIPIENT assists the City of Denton to improve the availability and accessibility of services that promote strong, supportive relationships for families, neighborhoods, and communities and a suitable living environment, as outlined in the 2023-2027 City of Denton Consolidated Plan for the use of General Funds and supports a coordinated effort to maximize community resources.

SUBRECIPIENT shall provide: Pediatric Primary Healthcare to City of Denton Residents. This program provides primary healthcare for children that includes preventive care including immunizations, treatment of acute and some chronic conditions, referral for specialty or other services, parent education and mental health services. The program will be operated at 502 S. Old Orchard Lane, Lewisville, Texas or one of SUBRECIPIENT's satellite locations at either 400 High School Drive, Lewisville, Texas or 815 Cross Timbers Street, Denton, Texas. PediPlace hours at the primary Old Orchard Lane location are Monday-Friday between 8:00 a.m. – 5:00 p.m. Hours at our satellite locations will vary based on school operations, and PediPlace staffing.

SECTION II – OUTCOMES

SUBRECIPIENT shall provide benefits to the citizens of the City of Denton by achieving these outcomes:

Impact Area: Health Care

Common Outcome: How many patients accessed preventative care? As recommended by the American Academy of Pediatrics.

Total Number of City of Denton Clients Estimated to Achieve Outcome: 389

Impact Area: Health Care

Common Outcome: How many patients improved their mental health? Utilizing Evidence Based Screening or Assessment Tools

Total Number of City of Denton Clients Estimated to Achieve Outcome: 10

SECTION III – UNIT OF SERVICE

A unit of service will be the metric by which the CITY and the SUBRECIPIENT can measure services and performance under this Agreement. The SUBRECIPIENT shall provide at least the total number of units of service required herein to perform its obligations under this Agreement. A unit of service shall be defined as services provided to an eligible low to moderate-income person or other presumed benefit category as defined, who is a resident of the City of Denton, to help them achieve the above outcome(s), in the manner provided below.

Total Number of Unduplicated Clients

SUBRECIPIENT: Program: 5750

Total Number of Unduplicated Clients City of Denton Only:

SUBRECIPIENT: Program: 555

Service Unit:

Program Budget: \$35,339.00

Unit of Service: Medical Office Visit – includes preventive care, care for illness, and or behavioral health service

Service Units per Year: 1,943

Estimated cost per Client: \$63.67

Exhibit B
Budget

SUBRECIPIENT shall provide the services listed in this Agreement within the monetary limits attached hereto and incorporated by reference herein. In no event shall compensation to the SUBRECIPIENT exceed the lesser of the SUBRECIPIENT's costs attributable to the work performed as stated herein or sum of \$35,339.00.

Allowable Expenditure	
Pediatric Primary Healthcare Office Visits – Portion of patient cost not covered by Medicaid or self-pay	\$35,339.00
Total	\$35,339.00

SUBRECIPIENT will be reimbursed in accordance with Section 7 of this Agreement for eligible expenditures made in connection with the Scope of Services described in Exhibit A to this Agreement. SUBRECIPIENT will submit monthly reimbursement requests as provided in this Exhibit B and in this Agreement. Expenditures are made in connection with the Scope of Services described in Exhibit A to this Agreement and Cost Allocation Plan.

Reimbursement requests must include (list items/backup required with Request for Payment)

All Agencies:

1. Cost Allocation Plan due by October 1, 2025
2. Client List, numbered with unique identifier (at least monthly)
3. Other documentation may be requested to support any cost allocation reimbursements
4. Self-Certification only for City of Denton clients

For Agencies Seeking Salary reimbursements:

1. Copy of HUD Timesheet signed by staff member AND supervisor
2. Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
3. City of Denton Salary Ledger Sheet

For Agencies seeking cost reimbursement for purchase of Goods or Services:

1. Invoice/Receipt
2. Proof of payment (copy of check with check number or bank statement)
3. If purchased with credit card, proof credit card was paid

Exhibit C
U.S. Department of Housing and Urban Development (HUD)
Income Limits

Qualifying Income Limits for Federally Assisted Programs

FY 2025 Income Limits Summary
Dallas, TX HUD Metro FMR Area

Median Household Income: \$ 117,300 (Household of 4)

Income Limit Category	<u>Low (80%)</u>	<u>Very Low (50%)</u>	<u>30% Limits</u>
1	\$65,700.00	\$41,100.00	\$24,650.00
2	\$75,100.00	\$46,950.00	\$28,200.00
3	\$84,500.00	\$52,800.00	\$31,700.00
4	\$93,850.00	\$58,650.00	\$35,200.00
5	\$101,400.00	\$63,350.00	\$38,050.00
6	\$108,900.00	\$68,050.00	\$40,850.00
7	\$116,400.00	\$72,750.00	\$43,650.00
8	\$123,900.00	\$77,450.00	\$46,500.00

Exhibit D
Certification Regarding Lobbying

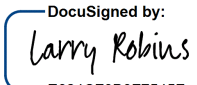
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.
- (2) 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 a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US 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.

PEDIPLACE

Subrecipient

DocuSigned by:

E624CF0B0F7545F...

President and CEO

Signature

Title

9/16/2025

Date

Exhibit E
Monitoring Checklist

Human Services Guide
Monitoring Review Form

For Human Services Subrecipients and Homeless Council Initiatives

Community Development Division
401 N. Elm Street
Denton, TX 76201



Monitoring Review Form

ITEMS TO MAKE AVAILABLE FOR SITE VISIT

(any that have not already been submitted)

For current funding year except where indicated.

- ☐ All Project/Case/Client Files with Application, Income Verification, etc.
- ☐ Time Sheets for Staff paid by City funds
- ☐ Budget for PREVIOUS and CURRENT fiscal year include w/Budget -v-Actual.
- ☐ PREVIOUS and CURRENT fiscal year Balance Sheet as reported to agency board.
- ☐ General Ledger/Journals showing YTD Expenses for City Funds
- ☐ Bank Statements with Reconciliations*
- ☐ Procurement Procedures*

*Only in Financial Management Expanded Section Reviews.

Policies and Procedures Guide(s)/Manual(s):	Current Revision Date:
☐ Board	
☐ Financial (Separation of Duties/Internal Controls, Procurement, etc.)	
☐ Personnel (Equal Opportunity & Non-Discrimination, Nepotism, etc)	
☐ Program Guidelines	
Governing Documents	Current Revision Date:
☐ 501 (c) tax-exempt status IRS letter	
☐ Articles of Incorporation with any amendments	
☐ Bylaws	
Reporting Documents w/Service Agreement	Current Revision Date:
☐ Most Recent Audit	
☐ Cost Allocation Form	
☐ Agency Update	
☐ Bond/Liability Insurance	
Reporting Documents - Monthly	Current Revision Date:
☐ Board Agendas, & Minutes (with Attendance)	
☐ Monthly Budget report	
☐ Back-up Documentation Performance/Outcome Measures	
☐ Back-up Documentation for Beneficiary (Client List)	
☐ Proof of Payroll Tax Payments	



Monitoring Review Form

ENTRANCE CONFERENCE OUTLINE

☐ Introductions

Monitor 1: _____

Monitor 2: _____

☐ Purpose of the Monitoring Review.

- ✓ To gather information
- ✓ Focus on performance
- ✓ Provide information that will be useful for improvement planning and improved performance
- ✓ To address any issues of non-compliance that arise
- ✓ Follow up to any other previous Desk, Informal or Formal Monitoring

Why this agency was selected (City looks at a number of factors):

- ✓ Funding Source (Community Development Block Grant vs General Fund)
- ✓ Risk Analysis Scoring
- ✓ Substantial agency changes - leadership, budget variances, loss of funding source etc.

☐ What to expect during and after the on-site Interview

- ✓ Interviews with key staff
- ✓ File review
- ✓ Program observation
- ✓ Exit Conference - Preliminary Findings
- ✓ Final report - Written report of observations and/or findings by critical element

☐ Review any Questions and discussion points of any concern or information pertinent to the review before the process begins.



Monitoring Review Form

EXIT CONFERENCE OUTLINE

We understand your time is valuable but to limit exposure during federal grant audits, The City of Denton needs to ensure compliance with rules and regulations. The city wishes to thank you for your time and patience in participating in any review process.

- ☐ Purpose of the Exit Conference.
- ✓ To present and discuss the preliminary findings as a result of interviews, file reviews and observations conducted during the review
 - ✓ As stated in entrance conference, the purpose of the review is to provide information that will be useful for improvement planning and improved performance

FINDINGS: *Summary of findings by critical element (On-site Monitoring Report Form), including technical assistance available.*

- ☐ As Findings are presented, any questions or comments are welcome.
- ☐ For the review, the critical elements looked at were:
- ☐ Program: _____
 - ☐ Individuals interviewed:
 - 1: _____
 - 2: _____
 - 3: _____
 - 4: _____
 - 5: _____
 - ☐ Files (Client File Review Form Attachment)
 - ☐ Documents (Items to Make Available) and others requested during the review:
 - 1: _____
 - 2: _____
 - 3: _____
 - 4: _____
 - 5: _____
 - ☐ Closing
 - ✓ Written reports returned: _____



Monitoring Review Form

MONITORING INFORMATION

Review Period:	Review Date:
Subrecipient Organization:	
Project Name:	
Executive Director:	

I. FUNDING INFORMATION

Contract Amount	\$
Funding Source(s) – (i.e. ESG, General Fund, CDGB, etc.):	
	\$
	\$
	\$

II. PERSONS INTERVIEWED

Name	Title	Entrance/Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit
		☐ Entrance ☐ Exit

III. MONITORING FROM SECTIONS COMPLETED

Section Reviewed		Date
Monitoring Notification	☐	
HUD National Objectives	☐	
Program Review	☐	
Record Keeping/Reporting Practices	☐	
Board Policies/Practices	☐	
Financial Management Condensed	☐	
Financial Management Expanded*	☐	
Monitoring Results Report	☐	

*Agencies will be notified if Financial Management Expanded section will be completed.



Monitoring Review Form

ELIGIBLE HUD NATIONAL OBJECTIVE

I. National Objective Compliance

The National Objective of this contract is to benefit low and moderate-income persons. This project complies with the contract on the following basis and/or activity:

- ☐ L/M Income Area Benefit: The public service is available to all the residents in a particular primarily residential area, and at least 51% of those residents are L/M income persons.
- ☐ L/M Limited Clientele: The public service is limited to a specific group of people, at least 51% of who are L/M income persons. Services serve a specific clientele, rather than providing service to all the persons in a geographic area.

II. Limited Clientele Designation

- ☐ Presumed Benefit: exclusively benefit a clientele who are generally presumed by HUD to be principally LMI persons. Check the applicable designation. (all clients must meet 100%)
 - ☐ Abused children ☐ Homeless persons ☐ Elderly Persons ☐ Illiterate adults
 - ☐ Severely disabled ☐ Persons with AIDS ☐ Battered spouses ☐ Migrant Farm Workers
- ☐ Income Eligible: require information on family size and income so that it is evident that at least 51 percent of the clientele are LMI.
- ☐ Nature & Location: be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons. "Must be approved by HUD" as meeting the low/mod eligibility under this category.

III. Eligible Activity

- ☐ Public Service(s): employment services, crime prevention & public safety, child care, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for seniors, services for homeless persons, welfare services (excluding income payments), recreational services, and etc.
 1. Funds may be used to operate the facility in which the public service is located.
 2. The service must be new or pass the quantifiable increase test.
 3. Certain income payments are eligible if they meet certain criteria.
- ☐ Ineligible Service(s)
 1. Political activities;
 2. Acquisition, construction, or reconstruction of buildings for conduct of govt.;
 3. Construction of new housing by units of general local government;
 4. Certain income payments; and
 5. Assistance supplants funding for pre-existing activities.



Monitoring Review Form

PROGRAM REVIEW

- I. Back-up documentation supporting the data reported in most recent beneficiary report and performance report.

1. Does the back-up support the data reported to the Community Development?

☐ Yes ☐ No

II. **Contract Performance Targets** (as listed in current contract)

1. Persons: _____ Units: _____

III. **Review Period Performance** (Oct 1 through current report month)

1. Persons: _____ Units: _____

2. % of Target Persons served: _____

3. % of Target Units provided: _____

4. Is the subrecipient agency significantly behind in the provision of units?

☐ Yes ☐ No

5. % of Contract Amount reimbursed: _____

6. Are expenditures proportional to the number of units provided?

☐ Yes ☐ No

7. Is the subrecipient agency providing services as described in the Scope of Services in the Service Agreement?

☐ Yes ☐ No

8. Is the subrecipient agency meeting the outcome measures described in the Service Agreement?

☐ Yes ☐ No

GOVERNING DOCUMENT

- I. Has the appropriate legal incorporation and other documents been filed with the federal and state government?

1. Certificate of Formation (IRS Determination Letter)

☐ Yes ☐ No

2. Articles of Incorporation with all amendments

☐ Yes ☐ No

3. By-Laws with all amendments

☐ Yes ☐ No

4. Other Governing Documents

- a. Board ☐ approved within the last 3 years

☐ Yes ☐ No

- b. Personnel ☐ approved within the last 3 years

☐ Yes ☐ No

- c. Financial ☐ approved within the last 3 years

☐ Yes ☐ No

- d. Program Guidelines ☐ approved within the last 2 years

☐ Yes ☐ No



Monitoring Review Form

RECORD KEEPING/REPORTING PRACTICES

1. Is the filing system orderly, comprehensive, and up-to-date? ☐ Yes ☐ No
2. Are the records safe and secured for confidentiality? ☐ Yes ☐ No
 - a. Are passwords/keys promptly cancelled for terminated employees? ☐ Yes ☐ No
 - b. Are there appropriate procedures for back-up and storage of program and data files? ☐ Yes ☐ No
3. Are the records accessible for review by the City or HUD? ☐ Yes ☐ No
4. Does the subrecipient maintain records for (5) years after the termination or expiration of the contract? ☐ Yes ☐ No
 - a. If so, where do you store any prior-year files, if applicable? ☐ Yes ☐ No

-
5. Has the subrecipient submitted to the City a current Agency Update form? ☐ Yes ☐ No
 6. Has the subrecipient submitted to the City a current Cost Allocation Plan? ☐ Yes ☐ No
 7. Is a current fidelity bond/liability insurance policy on file? ☐ Yes ☐ No
 - a. Is the City of Denton named as additional insured on the policy? ☐ Yes ☐ No
 - b. Is there a provision that policy may not be canceled or lapse without 30-days prior written notice to the City of Denton? ☐ Yes ☐ No
 8. Has the subrecipient submitted reports, requests, and etc timely? ☐ Yes ☐ No
 9. Does the subrecipient have the appropriate government or oversight-entity standard of being safe, sanitary, or compliant? ☐ Yes ☐ No

List entity & certifications.

-
10. Does the organization generate monthly financial reports reviewed by the Executive Director and the Board of Directors? ☐ Yes ☐ No
-

Describe Communication method:



Monitoring Review Form

BOARD POLICIES & PRACTICES

1. Has the subrecipient submitted to the City a list of its most current board of directors with their appropriate titles? ☐ Yes ☐ No
 2. When the Board of Directors makes decisions, a quorum is present & minutes are maintained? ☐ Yes ☐ No
 3. What actions are taken to ensure the board is professionally and culturally diverse? ☐ Yes ☐ No
-

-
4. Does the board and staff work together to develop and adopt a strategic plan for the organization? ☐ Yes ☐ No

Describe Process/Frequency:

ANTI-DISCRIMINATION COMPLIANCE

1. How does your organization ensure equal opportunity and non-discrimination in soliciting for and hiring staff?

2. Is the Equal Employment Opportunity (EEO) placard or poster in an area accessible to employees and applicants for employment? ☐ Yes ☐ No
3. Is the office location accessible by ramp and have an accessible restroom? ☐ Yes ☐ No
4. Are there any religious services, proselytizing, instructions, or any other religious preference, influence, or discrimination in connection with providing the services stated in the Program Scope. ☐ Yes ☐ No
5. Are there provisions in the personnel policies to prohibit the following:

- | | | |
|-------------------------------------|--|----------|
| a. conflict of interest? | ☐ Yes ☐ No | p: _____ |
| b. sectarian activities? | ☐ Yes ☐ No | p: _____ |
| c. nepotism? | ☐ Yes ☐ No | p: _____ |
| d. political activity and lobbying? | ☐ Yes ☐ No | p: _____ |



Monitoring Review Form

FINANCIAL MANAGEMENT CONDENSED

I. Audit

1. Is the subrecipient subject to OMB Circular A-133, which requires a single audit if the subrecipient has expended federal funds in excess of \$1,000,000? ☐ Yes ☐ No

2. Has the subrecipient made arrangements to have an audit conducted? ☐ Yes ☐ No

3. Did subrecipient use competitive bid process in the last four years to procure audit services? ☐ Yes ☐ No

a. Name of audit firm: _____

4. Has the subrecipient submitted the most recent audit report? ☐ Yes ☐ No

5. Are there any unresolved audit issues? If yes, list status below? ☐ Yes ☐ No

II. Agency Controls

1. What is the subrecipient's fiscal year? _____ to _____

2. What system(s) does the agency use to perform its accounting function?

☐ Cash ☐ Accrual Accounting Software: _____

3. Is the system ☐ manual, ☐ automated, or a ☐ combination?

4. Has the organization been able to operate within its approved budget during the last two fiscal years? ☐ Yes ☐ No

5. Is an appropriate cash reserve/contingency fund available? ☐ Yes ☐ No

a. What \$/% is available in cash reserve/contingency funds? _____

6. Does subrecipient pay TWC taxes (state unemployment), State Workers' Comp., insurance companies, payroll taxes when they are due? ☐ Yes ☐ No

a. Can payroll tax payments be verified? ☐ Yes ☐ No

b. Can Worker's Comp. payments be verified? ☐ Yes ☐ No



Monitoring Review Form

FINANCIAL MANAGEMENT CONDENSED

III. Program Controls

1. If the subrecipient is requesting to pay salaries, do the salaries match with the percentages and positions they request monthly? ☐ Yes ☐ No
2. Does employees work on both CDBG and Non-CDBG related activities? ☐ Yes ☐ No
3. Are timesheets signed by appropriate supervisor or designated authority? ☐ Yes ☐ No
 - b. Does the subrecipient use hourly distribution time sheets for employees paid from multiple funding sources? ☐ Yes ☐ No
 - c. Do the time sheets reflect:

☐ actual time worked or ☐ budgeted percentages?
4. Review the months selected for expenditures, cash disbursement journals, and support documentation.

Months Reviewed: _____

 - a. Are the expenditures allowable? ☐ Yes ☐ No
 - b. Are there procedures to ensure items of cost are equitably charged? (ie. Cost Allocation Plan) ☐ Yes ☐ No
 - c. Is the support documentation adequate? ☐ Yes ☐ No
5. Review Client Files (Attached Completed Client File Review Form(s))

Sample:

CLIENT FILE REVIEW FORM			
Agency: _____		Reviewed By: _____	
Period Reviewed: _____		Date: _____	
Client Name/Number: _____			
Income Documentation Type:			
☐ Self Certification Form ☐ Pay Stub ☐ Bank Statement(s) ☐ Other:	Notes/Comments:	Eligible Yes No COD Resident Yes No Income Eligible Yes No	Dates of Assistance: Zip: Amount: \$



Monitoring Review Form

FINANCIAL MANAGEMENT EXPANDED

1. Have all financial corrective action requirements from the previous monitoring report been corrected? ☐ Yes ☐ No
2. Who signs checks? Do names on the bank signature cards match the signature on checks? ☐ Yes ☐ No
 - a. How many signatures are required? _____
3. Is there separation of duties to ensure effective control over preparation, authorization/certification, and distribution of checks? ☐ Yes ☐ No
 - a. Review the procedure of check processing within the agency's financial procedures. ☐ Yes ☐ No
 - b. Are bank statements and canceled checks received and reconciled by a person independent of the authorization and check signing function? ☐ Yes ☐ No
4. Are bank statements reconciled monthly to the General Ledger? ☐ Yes ☐ No
 - a. Does the organization reconcile all cash accounts monthly? ☐ Yes ☐ No
5. Does the subrecipient have a current list of assets and values? ☐ Yes ☐ No
6. Does the organization currently have any checks, outstanding debts, or bills more than 90 days delinquent? ☐ Yes ☐ No
7. Does the subrecipient have any interest or other income generated by City of Denton funds? If yes, document explanation given by Fiscal Officer and ask for proof of documentation ☐ Yes ☐ No
 - a. Does interest or income generated by City funds go back into the program? ☐ Yes ☐ No

☐ **PROCUREMENT**

1. Has subrecipient established efficient and effective procurement procedures in accordance with applicable laws and regulations?

a. Do the procurement methods assure maximum open & free competition?

☐ Yes ☐ No

b. Do the procurement procedures provide for review of proposed purchase by the appropriate officials to avoid the purchase of unnecessary or duplicate items?

☐ Yes ☐ No

c. Did subrecipient establish written selection criteria?

☐ Yes ☐ No

Certificate Of Completion

Envelope Id: 7CCF74D1-844D-4C41-A0F9-E96CB2795E96
 Subject: Complete with Docusign: HS-Agreement-PEDIPLACE 25-26.pdf
 Source Envelope:
 Document Pages: 35
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 Lauri Nack
 901B Texas Street
 Denton, TX 76209
 Lauri.Nack@cityofdenton.com
 IP Address: 198.49.140.10

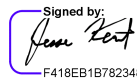
Record Tracking

Status: Original
 9/15/2025 5:23:31 PM
 Holder: Lauri Nack
 Lauri.Nack@cityofdenton.com
 Location: DocuSign

Signer Events

Jesse Kent
 Jesse.Kent@cityofdenton.com
 Director
 Security Level: Email, Account Authentication (None)

Signature

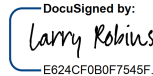
Signed by:

 F418EB1B782348F...
 Signature Adoption: Drawn on Device
 Using IP Address: 47.184.113.161

Timestamp

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 Viewed: 9/15/2025 10:43:45 PM
 Signed: 9/15/2025 10:49:46 PM

Electronic Record and Signature Disclosure:
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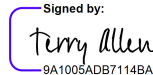
Larry Robins
 larry.robins@pediplace.org
 President and CEO
 PediPlace
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E624CF0B0F7545F...
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.190.160.47

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 Viewed: 9/16/2025 9:16:31 AM
 Signed: 9/16/2025 9:20:34 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/16/2025 9:16:31 AM
 ID: 9436f33e-21cd-4d45-86a6-4fe7ea5a5017

Terry Allen
 tra8761@gmail.com
 Chairman of the Boatd
 PediPlace
 Security Level: Email, Account Authentication (None)

Signed by:

 9A1005ADB7114BA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 2600:387:15:391a::6
 Signed using mobile

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 Signed: 9/16/2025 11:47:19 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/16/2025 11:46:55 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Lauri Nack lauri.nack@cityofdenton.com President & CEO City of Denton - Community Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/16/2025 11:47:21 AM Resent: 9/16/2025 11:47:25 AM
Scott Bray Scott.Bray@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/15/2025 2:06:51 PM ID: 1a8f1fb4-ee34-4c76-8059-18b703a53794	COPIED	Sent: 9/16/2025 11:47:21 AM
Tamara Jones Tamara.Jones@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/16/2025 11:47:22 AM Viewed: 9/17/2025 9:14:15 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/15/2025 5:26:14 PM
Certified Delivered	Security Checked	9/16/2025 11:46:55 AM
Signing Complete	Security Checked	9/16/2025 11:47:19 AM
Completed	Security Checked	9/16/2025 11:47:22 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.