

Grant Agreement

This Grant Agreement (the “Agreement”) is entered into by and between Boys & Girls Clubs of Central Texas (the “Grantee”) and the City of Killeen (the “Grantor”). Grantee and Grantor are each referred to individually herein as a “Party” and collectively referred to herein as the “Parties.”

Whereas, Grantee operates the Boys & Girls Clubs of Central Texas, a non-profit organization that serves youth in the City of Killeen; and

Whereas, section 602(c)(3) of the American Rescue Plan Act allows a municipality to transfer funds to a non-profit entity for the purpose of meeting the Act’s goals; and

Whereas, the purpose of this Agreement is to provide funding for Grantee’s Great Futures 2025 Phase 2 Project in order to provide a public benefit to City residents and directly support programs or services that benefit populations that are disproportionately impacted by the COVID-19 pandemic; and

Whereas, the Killeen City Council approved American Rescue Plan Act funding to support the Great Futures 2025 Phase 2 Project;

Now, therefore, in consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1) TERM

The term (the “Term”) of this Agreement begins on January 1, 2022, and ends on December 31, 2024.

2) GRANTEE OBLIGATIONS

- (a) Grantee has specifically requested funds to be utilized to fund a portion of the Great Futures 2025 Phase 2 project (the “Grant Funds”), as shown in Grantee’s funding request, attached hereto as “Exhibit A” and incorporated herein for all purposes. Grantee will use the Grant Funds solely for the purposes outlined in Exhibit A, and for no other purposes, unless prior written approval is obtained from Grantor.
- (b) Grantee will execute this Agreement within thirty (30) days of receipt of the Agreement by Grantee. If the Agreement is not executed within thirty (30) days of receipt, Grantor will be under no obligation to provide the Grant Funds.
- (c) Grantee must provide Grantor with the following on a quarterly basis,:
 - a. All statistical documents and related information as required by the U.S. Treasury for reporting under the American Rescue Plan Act;
 - b. All other relevant records, reports, forms and/or documents requested by Grantor that at a minimum will include the number of individuals served monthly through all related Boys & Girls Clubs and community partner programming for 6–18-year-old youth members and Killeen Residents at the Great Futures / McLaurin-Boyd Family Campus – 703 North 8th Street, Killeen, Texas 76541. In addition to the individuals served, demographic and socioeconomic information to include age, gender, highest household education level, household income, race, and ethnicity must be provided. The report layout will be agreed upon by the Parties and created by Grantee.

- c. Documentation shall be submitted beginning April 15, 2022, for the period January 1, 2022 – March 31, 2022. Thereafter and throughout the term of the agreement, documentation must be submitted within fifteen (15) days of the end of each quarter.
- (d) Grantee must provide Grantor the following on an annual basis:
 - a. The most recently completed financial audit or, if approved in advance, acceptable financial statements within thirty (30) days of the effective date of this agreement. For fiscal years ending during the agreement term the financial audit or, if approved in advance, acceptable financial statements must be provided within thirty (30) days of completion and no later than the end of the Grantee's following fiscal year;
 - b. The Grantee's most recently completed Annual Report within thirty (30) days of the effective date of this agreement. For fiscal years ending during the term of the agreement, the Annual Report is due within thirty (30) days of completion and no later than the end of the Grantee's following fiscal year.
 - c. A presentation to the Killeen City Council providing an overview of the project and individuals served. The first annual presentation will be held within ninety (90) days of the Grantee's final payment to Grantor as outlined in Paragraph 3(a) and annually thereafter as agreed between the parties through the term of this agreement.
- (e) All required documents and/or relevant records should be submitted to Grantor through its Finance Department at P.O. Box 1329, Killeen, Texas 76540 or emailed to jlocke@killeentexas.gov.

3) GRANTOR OBLIGATIONS

- (a) Grantor will disburse the Grant Funds pursuant to this Agreement and in compliance with the provisions outlined in this Agreement. The total amount of Grant Funds to be disbursed by Grantor to Grantee is \$750,000. Grant Funds will be disbursed on the following schedule:
 - 1) Prior to January 15, 2022 - \$250,000
 - 2) Project completion* and Grantee proof of payment reach 50% - \$250,000
 - 3) Project completion* and Grantee proof of payment reach 75% - \$150,000
 - 4) Project completion* and Grantee proof of payment reach 90% - up to \$100,000

*Project completion will be verified by the Application for Payment Form, attached hereto as "Exhibit B" or similar form agreed upon by the Grantor.
- (b) Grantor will retain all documents and relevant materials in accordance with state law and in compliance with Grantor's records retention policy.

4) SUSPENSION OR TERMINATION

Grantor may suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, laws, codes, requirements or provisions referred to herein. If Grantee is noncompliant, Grantor may declare Grantee ineligible for any further participation in this agreement; and, Grantor may withhold payment or reimbursement of funds until such time as Grantee is found to be in compliance by Grantor or is otherwise adjudicated to be in compliance with this Agreement. If Grant Funds have already been released to Grantee when Grantee is found to be noncompliant, Grantor may demand repayment of the Grant Funds with written notice to Grantee. Grantee must repay to Grantor all Grant Funds requested in the written notice within thirty (30) calendar days of receipt of the notice by Grantee.

5) GIFTS AND BUSINESS ARRANGEMENTS

Grantee certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official or agent of Grantor.

6) GRANTOR APPROPRIATIONS

All expenditures by Grantor to meet its obligations under this Agreement are subject to Grantor's appropriation of funds for such payments in the budget year in which they are to be made.

7) AUTHORITY

The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign and have the express power to bind the parties for which they sign.

8) COMPLIANCE WITH FEDERAL STATUTES

The American Rescue Plan Act funds available to the Grantee through this agreement constitute a subaward of the Grantor's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantor's Federal award that are imposed on the Grantee, and the Grantee agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

9) PERFORMANCE MONITORING AND REPORTING

The Grantor shall monitor the performance of the Grantee as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Grantee compliance with all of the requirements of this agreement. Substandard performance as determined by the Grantor will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Grantee within thirty (30) days after being notified by the Grantor, the Grantor may impose additional conditions on the Grantee and its use of ARPA funds consistent with 2 CFR 200.207, suspend or terminate this agreement as provided herein, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

10) INDEMNITY

To the extent allowed by law, Grantee agrees to indemnify and hold harmless and defend Grantor, its officers, agents, and employees from the against all liability for claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees, and reasonable costs arising out of or resulting from Grantee's activities under this Agreement and arising out of or resulting from the intentional acts or negligence of Grantee, its officers, agents, employees, or program participants, including all such causes of action based on common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Grantee, its officers, agents, employees, or invitees, or organizations served. Grantee agrees to waive any and all claims it may have against Grantor by reason of this indemnification agreement and agrees that any insurance carrier shall not be entitled to subrogation under any circumstances against Grantor, its officers, agents or employee, and Grantee hereby expressly waives its rights to plead defensively such immunity or exemption as against Grantor.

This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

GRANTOR: CITY OF KILLEEN, TEXAS

GRANTEE: BOYS & GIRLS CLUBS OF CENTRAL
TEXAS

Kent Cagle, City Manager Date

Date

ATTEST:

ATTEST (Grantee):

Lucy C. Aldrich, City Secretary

APPROVED AS TO FORM:

Traci S. Briggs, City Attorney



City of Killeen – Exhibit A
Boys & Girls Club of Central Texas
Great Futures 2025 Phase 2 – New Construction Project

To whom it may concern:

GREAT FUTURES 2025

BGCTX launched the Great Futures 2025 (GF-25) initiative in 2019 to secure necessary resources to support the development of a state-of-the-art youth development campus in North Killeen. GF-25 is segmented into two phases. During the summer of 2020, BGCTX successfully raised \$1.75 million in private-sector resources to complete Phase 1 – the acquisition and renovation of an existing facility at 703 North 8th street to serve as the corporate headquarters for BGCTX and a youth development "Clubhouse" for 6-12-year-old members.

GF-25 Phase 2 provides for the construction of a 9,500 square foot prefabricated metal building on the northern corner (Gray Street & Green Street) of Boys & Girls Club's Campus. The proposed facility will include multiple uses/components to support the Club's mission strategic objectives and operations, including 1) a full gymnasium to support recreation programming for all ages, 2) a College and Career Center exclusively dedicated to teen programming, 4) related outdoor recreation/playground facilities and 5) a Community Counseling and Therapy Center operated by Texas A&M University-Central Texas.

FACILITY FEATURES AND IMPACT REPORTING

BGCTX's mission – to inspire and enable all young people, especially those who need us most, to reach their full potential as responsible, caring, productive citizens – will be implemented to its fullest extent at the Great Futures Campus. In addition, the completion of GF-25 will allow BGCTX leaders to substantiate a strategic objective to expand this mission by providing services, programming, and support to parent audiences and the community at large. BGCTX would like to highlight and is prepared to provide regular programmatic reporting to substantiate how the proposed facility (and the entire GF-25 Campus) aligns with the following legislative parameters/intent of the American Rescue Plan Act.

- *"Address systemic public health and economic challenges contributing to disproportional impacts of the pandemics. Provide solutions to address negative effects of the pandemic in disproportionately impacted populations."*
- *"Mitigate effects of violence caused by the pandemic or in areas disproportionately impacted (additional eligibility based on new guidance) - Community Violence Intervention programs."*

Disproportionally Impacted Populations: BGCTX's existing Clubhouse on the GF-25 Campus currently serves 350 youth members (ages 6-12). Among this audience, 86% qualify as "Economically Disadvantaged," and 77% report a minority ethnic group identity. In preparation for GF-25, using local school district data, BGCTX leaders determined that 1,503 "school-aged" youth reside within a 1-mile radius from the new Campus, of which 87% qualify as economically disadvantaged and 30% represent a "teen" audience. For the first time in the organization's history, the completion of GF-25 Phase 2 will allow BGCTX to serve a dedicated audience of teen members in North Killeen.

Programmatic Outcomes: All activities associated with BGCTX's operations are influenced by the following priority outcomes: 1) Academic Success, 2) Healthy Lifestyles, and 3) Good Character & Citizenship. These outcomes are obtained for youth members through the delivery of curriculum / evidence-based programs by youth development professionals. At the request of agency partners, BGCTX is prepared to report program-specific impact/outcome attainment using program-specific assessment and surveying tools. The inclusion of a Community Policing Station and Community Counseling and Therapy Center are unique to the Great Futures Campus and offer further alignment with ARPA legislative priorities. Of note, BGCTX is prepared to work with agency partners to develop reporting criteria associated with the Club's partnership with local law enforcement in a manner that aligns with "Community Violence Intervention Programs." In addition, BGGCTX is prepared to report and quantify the discharge of group counseling, individual counseling, and parent education/enrichment activities associated with TAMU-CT and related community partnerships. Finally, while difficult to quantify, BGCTX is prepared to work with agency partners to support efforts to

BOYS & GIRLS CLUBS OF CENTRAL TEXAS

Copperas Cove - Falls County - Gatesville - Georgetown - Harker Heights - Killeen - Lampasas - Nolanville - Taylor

Central Texas Administrative Office – 703 N 8th Street, Killeen, Texas, 76541

WWW.BGCTX.ORG : 254.699.5808

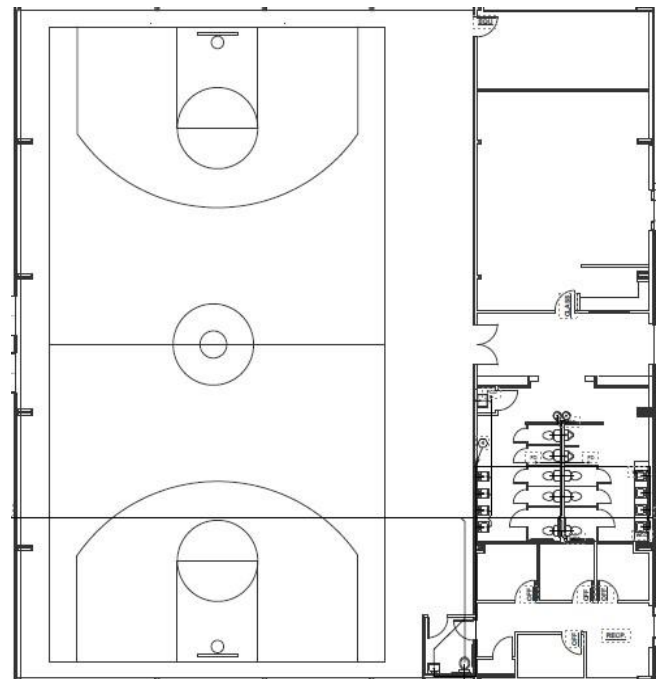
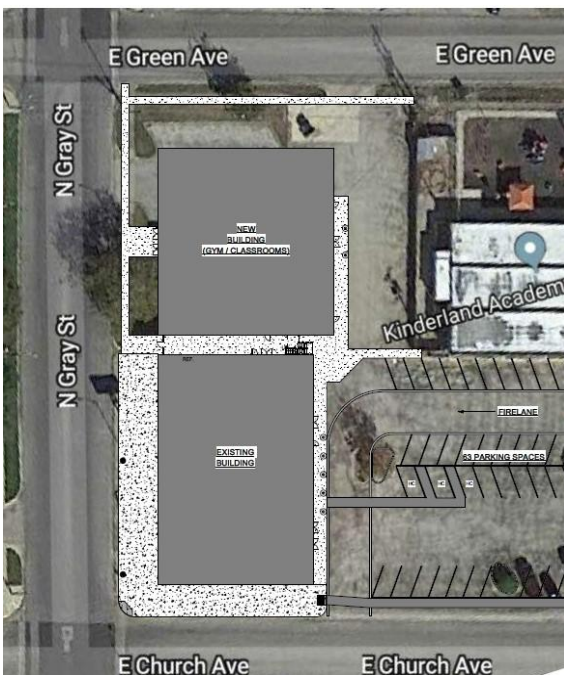
develop standards and processes needed to substantiate how ARPA allocation associated with the proposed project contributes to Juvenile Justice System aversion. Of note, BGCTX commissioned an economic impact analysis in 2015 to trace the economic ripple effect of donations to our organization. Acknowledging BGCTX's services as a safe and enriching alternative for teens during "high-risk" out-of-school-time periods, this publication projected a \$20,277,292 cost savings to local taxpayers as a result of 347 averted juvenile arrests - \$58,436 per aversion.



On behalf of BGCTX volunteer leaders, staff, and most importantly, the youth who need us most, we would like to thank all stakeholders who contributed to this outcome/partnership. Our youth and the community at large are the direct beneficiaries of your leadership and courage.

Thank you!

Daniel Hall
Vice President of Resource Development
Boys & Girls Clubs of Central Texas
770.757.7527



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Project Name:	_____	Project No.:	_____
Owner:	_____	Period:	_____
Contractor:	_____	Engineer:	_____

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Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signature

Tiana Quick

Printed Name

10/22/21

Date

Company Name

Boys & Girls Clubs of Central Texas
CEO

Title