

THE STATE OF TEXAS   §  
  §  
COUNTY OF TARRANT   §

**AGREEMENT**

WHEREAS, **SIXTY AND BETTER, INC.** provides interventions that reduce the social isolation of older adults (age 60+) who live on fixed incomes in the form of a Companionship Calls Program and virtual, healthy-aging wellness classes;

WHEREAS, seniors are vulnerable to social isolation. Nationally 20% of older adults have withdrawal and become disconnected from family, friends and community; this social isolation leads to serious health problems, including depression, high blood pressure and earlier onset of dementia; studies found that prolonged social isolation is as harmful to health as smoking 15 cigarettes a day (AARP.org, 2018);

WHEREAS, pursuant to §81.027 of the Texas Local Government Code, the Tarrant County Commissioners Court may provide for the support of paupers and residents of Tarrant County who are unable to support themselves;

WHEREAS, The Tarrant County Commissioners Court hereby finds that the programs and efforts of **SIXTY AND BETTER, INC.** benefit the citizens of Tarrant County;

NOW, THEREFORE, this **Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **SIXTY AND BETTER, INC.** acting by and through its duly authorized agent, and **TARRANT COUNTY, TEXAS ("COUNTY")**, acting by and through its County Judge.

**SIXTY AND BETTER, INC.** and the **COUNTY** agree as follows:

1. **SIXTY AND BETTER, INC.** agrees to provide such services to the citizens of Tarrant County.
2. **COUNTY**, for and in consideration of the services provided, agrees to pay to **SIXTY AND BETTER, INC.** a lump sum payment of FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$49,000.00) for services rendered to the residents of Tarrant County, Texas for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
3. **TO THE EXTENT ALLOWED BY TEXAS LAW, SIXTY AND BETTER, INC. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, INJURY OR CLAIM ARISING FROM THE NEGLIGENT OPERATION OF ITS PROGRAM. SAID INDEMNIFICATION WILL INCLUDE, BUT NOT BE LIMITED TO, ALL AMOUNTS OF ALL CLAIMS, ATTORNEYS' FEES, AND COSTS OF COURT.**

4. Nothing contained in this **Agreement** shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This **Agreement** does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

5. This **Agreement** shall not be interpreted to inure to the benefit of a third party not a party to this **Agreement**. This **Agreement** may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this **Agreement**, party's agent, or party's employee, otherwise provided by law.

6. The parties to this **Agreement** will not sell, assign, transfer or convey any benefits or obligations of this **Agreement** in whole or part without the prior written consent of both parties.

7. If any one or more of the provisions contained in this **Agreement**, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this **Agreement**.

8. This **Agreement** constitutes the entire agreement between the parties, and any and all prior negotiations are merged into this **Agreement**. Any amendment, change, or addition to this **Agreement** shall be made only in writing and signed by both parties.

9. This **Agreement** will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this **Agreement** will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.

10. In providing the services required by this **Agreement**, **SIXTY AND BETTER, INC.** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. **SIXTY AND BETTER, INC.** shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

11. **SIXTY AND BETTER, INC.** agrees to provide **COUNTY** all records relating to the programs performed by **SIXTY AND BETTER, INC.** upon written request of **COUNTY** and to provide a final report detailing the manner in which such funds are expended and the program details of its services.

12. **SIXTY AND BETTER, INC.** must submit to **COUNTY** a final report as to the program outcomes achieved within sixty (60) days of the end of the requested funding year [by November 30, 2024] by providing the following:

- (a) a program update on all outcomes accomplished and client populations served; and,
- (b) an accounting of all expenditures of **COUNTY** funds (salary, rent, training, etc.). *Any funds not used for the specified purposes or not used within the time limits specified in this contract are subject to be returned to **COUNTY**.*

Until receipt of this final report by **COUNTY**, all subsequent funding will be held in abeyance.

13. **SIXTY AND BETTER, INC.** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

14. **SIXTY AND BETTER, INC.** acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
**AUTHORIZED AGENT**  
**SIXTY AND BETTER, INC.**

**COUNTY OF TARRANT**  
**STATE OF TEXAS**

\_\_\_\_\_  
**Tim O'Hare**  
**County Judge**

**APPROVED AS TO FORM:**

**CERTIFICATION OF**  
**AVAILABLE FUNDS: \$49,000.00**

\_\_\_\_\_  
**Criminal District Attorney's Office\***

\_\_\_\_\_  
**Tarrant County Auditor**

**\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sixty & Better, Inc.  
Fort Worth, TX United States

Certificate Number:  
2023-1086881

Date Filed:  
10/24/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY 2023 Contract  
FY 2023 Public Assistance Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Rebecca Orndor, and my date of birth is 4/28/1959.

My address is 1108 Sherwood Dr. (street), Arlington (city), TX (state), 76013 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 24 day of October, 2023  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)





November 30, 2023

Judge Tim O'Hare  
Tarrant County Commissioners Court  
Tarrant County Administration Building  
100 E. Weatherford  
Fort Worth, TX 76196-0103

**Executive Committee**

**Karen Telschow Johnson, JD**  
**President**

Telschow Johnson Law  
**Sam More, Vice President,**  
**Resource Development**  
Fifth River Capital  
**Dr. Terry Aaron, Vice**  
**President,**  
**Volunteer Services**  
Tarrant County College  
**Steve Katten, JD**  
**Secretary**  
Katten & Benson Law  
**Nicholas Wanzor, Treasurer,**  
**Past Board President**  
Hartman Wanzor, LLP

**Board Members**

**Deputy Chief Tracie Baker**  
Arlington Police Department  
**Gladys J. Emerson**  
Community Volunteer  
**Dr. Sophia Fantus**  
University of Texas Arlington  
**Robert Hernandez**  
Payroll Partners  
**Dr. Rebecca Mauldin**  
University of Texas Arlington  
**Glenda Redeemer**  
Tarrant County Public Health  
**Elva Roy**  
Community Volunteer  
**Ann Salyer Caldwell**  
Community Volunteer  
**Susan Schrock**  
City of Arlington  
**Jennifer Siegel LeGrand**  
National Cowgirl Museum  
**Thomas Wyatt**  
J Taylor & Associates  
**Norma Zuniga**  
City of Arlington

**Staff Leadership**

**Becky Orander, MSW**  
Executive Director  
**Chandra Thompson, MSW**  
Assistant Executive Director  
**Sean Erwin, LMSW**  
Finance Manager

Dear Judge O'Hare,

The Board, Volunteers, and Staff of Sixty & Better would like to thank you for your generous grant of \$49,000 for Fiscal Year 2023 from The Tarrant County Commissioners Court. Your contribution provided health and wellness classes and activities for 1,293 senior adults in Tarrant County this year.

Thanks to funding from the Tarrant County Commissioners Court, Sixty & Better served senior adults at 41 senior facilities in 2023, an increase of sites from the 2022 program year. This included 18 senior care facilities and apartments, 20 senior community centers, and 3 faith communities with large populations of seniors. Attached is a list of service sites where Sixty & Better provided health and wellness services in 2023. At these sites, we have provided a wide range of activities such as balance classes, informative nutrition workshops, creative arts, walking programs, community trips, and dances, all tailored to meet the unique needs and preferences of our participants and partnering agencies.

The importance of funding programs that serve senior adults cannot be emphasized enough. As the population of seniors continues to rise, it becomes increasingly crucial to provide them with the resources and support they need to age gracefully and maintain their overall well-being through physical and engaging activities. Your generosity has allowed us to bridge the gap and ensure that our seniors have access to quality programs that promote their physical and mental health.

Sixty & Better greatly appreciates your partnership in serving the organization's mission of empowering older adults to remain healthy, active, and engaged in their community.

All my best,

A handwritten signature in blue ink that reads "Becky".

Becky Orander,  
Executive Director

# Sixty & Better

## Health & Wellness Class Sites 2023

<b>Independent Living and Care Facilities</b>	<b>Senior Community Centers</b>	<b>Faith Communities</b>
Amelia Parc II	Andrew Doc Sessions Community Center	Great Commission Baptist Church
Arlington New Beginnings	Bedford Center YMCA	Mt. Olive Church
Ashwood Court Assisted Living	Chisholm Trail Community Center	Redeemer Lutheran Church
Bethlehem's Pioneer Place	Como Community Center	
Brookdale – Eden Estates (IL/AL)	Crowley Recreation Center	
Brookdale – NRH (IL/AL)	Diamond Hill Community Center	
Brookdale – Pecan Park	Dottie Lynn Recreation Center	
Brookdale – Richland Hills (AL/MC)	East Arlington Library Community Center	
Brookdale – Tanglewood (MC)	Forest Hill Community Center	
Brookdale – Weatherford (AL)	Haltom City Senior Center	
Columbia Renaissance	Handley Meadowbrook Community Center	
Harmon Senior Villas	Highland Hills Community Center	
Heartis Mid-Cities (IL/AL/MC)	Hurst Senior Citizens' Activities Center	
Hill Villa Senior Living	Kennedale Senior Citizen's Center	
James L. West Alzheimer's Center	North Tri-Ethnic Community Center	
Life Care Center of Haltom	Northside Community Center	
Normandale Place Apartments	Saginaw Senior Citizen's Center	
Texas Masonic Retirement Community	Victory Forest Community Center	
	Watagua Community Center	
	William D McDonald YMCA	