

**STATE OF TEXAS**

**SECOND AMENDMENT TO GRANT AGREEMENT BETWEEN  
TARRANT COUNTY AND MEALS ON WHEELS, INC. OF  
TARRANT COUNTY**

**TARRANT COUNTY**

Tarrant County ("COUNTY") and Meals On Wheels, Inc. of Tarrant County ("Meals On Wheels"), each a "Party" and collectively the "Parties" to a Grant Agreement dated August 29, 2023 (the "Agreement"), now wish to amend the Agreement a second time. This second amendment is effective upon the signature of the Parties.

**WHEREAS**, on August 2, 2022, through Court Order No. 138702, COUNTY approved an agreement with Meals on Wheels to purchase and install window-mounted air conditioner and, in some situations, air conditioner and heater combination units for individuals in need; and

**WHEREAS**, on September 5, 2023, through Court Order No. 141580, COUNTY approved an amendment to the Grant Agreement with Meals on Wheels to purchase and install window-mounted air conditioners and, in some situations, air conditioner and heater combination units for individuals in need; and

**WHEREAS**, COUNTY wishes to further amend the agreement to allow Meals On Wheels to continue the program beyond its current term; and

**WHEREAS**, COUNTY wishes to amend the agreement by extending the term until the earlier of August 31, 2025 or when program funds are completely expended.

**NOW, THEREFORE**, the Parties agree as follows:

- A. The Agreement Term is extended to the earlier of August 31, 2025, or when program funds are completely expended.
- B. The total Cost of the Grant Agreement remains \$360,000.00; no additional funds are being granted as a result of this second amendment.
- C. Administrative fees charged by Meals On Wheels shall not exceed 15% of the cost of actual expenses incurred. Expenditures and administrative fees will be outlined in required monthly reporting.
- D. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in effect.

"Compliance with Laws. In providing the services required by this Agreement, Meals on Wheels 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. Meals on Wheels shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits."

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

**COUNTY OF TARRANT  
STATE OF TEXAS**

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Tim O'Hare  
County Judge

APPROVED AS TO FORM:

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Criminal District Attorney

**MEALS ON WHEELS, INC.  
OF TARRANT COUNTY**

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Carla Jutson  
President and CEO

CERTIFICATION OF  
AVAILABLE FUNDS:

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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.