

**SUBRECIPIENT AGREEMENT BETWEEN TARRANT COUNTY AND MEALS ON  
WHEELS, INC. OF TARRANT COUNTY FOR THE FACILITY EXPANSION  
PROJECT**

This Agreement (“Agreement”) is between Tarrant County (the “COUNTY”), a political subdivision of the State of Texas, and Meals On Wheels, Inc. of Tarrant County (“SUBRECIPIENT”), (collectively, the “Parties”), and shall be effective on January 1, 2022 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“FRF FUNDS”) authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received FRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Interim Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of FRF FUNDS in the form of Frequently Asked Questions and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that FRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Interim Final Rule, subsequent final rule and additional guidance; and

WHEREAS, the COVID-19 pandemic has increased the need to address facilities and equipment improvement related to food insecurity and medical assistance for vulnerable senior adults; and

WHEREAS, the COUNTY and SUBRECIPIENT find improvements to and expansion of space necessary to produce nutritious meals for an increasing senior client population an eligible use of FRF FUNDS; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) and related expenditures outlined in this Agreement is/are eligible under current FRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Tarrant County.

THEREFORE, the Parties agree as follows:

I.  
DESCRIPTION OF SERVICES

Meals on Wheels (MOW) offers seniors in the community, many of whom were in desperate need of assistance before the COVID-19 pandemic, a nutritious meal, transportation and much needed social interaction. The increase in the number of clients has intensified the need to expand the facility. MOW intends to use FRF funds to mitigate service interruption by accommodating both storage space needs and integral equipment related to meal production.

II.  
PAYMENT

The COUNTY shall make available an amount of up to \$9,863,188.00 (**NINE MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND ONE HUNDRED EIGHT-EIGHT DOLLARS**) to SUBRECIPIENT from the COUNTY's FRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of FRF FUNDS as outlined in the Treasury's Interim Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Tarrant County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked. Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III.  
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2024, unless terminated earlier in accordance with this Agreement. At the County's option, this Agreement may be renewed for up to one (1) additional one-year periods (each a "Renewal Term) under the same terms and conditions. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving thirty (30) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this agreement shall transfer to the County for purposes outlined herein.

Within thirty (30) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

#### IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

#### V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal

and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

## V. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this agreement. The SUBRECIPIENT must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

## VI. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VI.  
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

VII.  
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

VIII.  
PERFORMANCE MEASUREMENT AND REGULAR REPORTING

SUBRECIPIENT shall provide monthly reports to COUNTY as outlined in Appendix C. Additional measures may be established and reported on as mutually agreed to by SUBRECIPIENT and COUNTY. SUBRECIPIENT will submit fiscal, progress, programmatic, and other reports as requested by COUNTY in the approved format.

IX.  
DEPARTMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

X.  
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XI.  
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XII.  
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31<sup>st</sup>, 2026, any and all records relating to use of the FRF FUNDS described herein.

XIII.  
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295, attached as Appendix D, with the Texas Ethics Commission as required by law.

XIV.  
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO THE COUNTY:  
County Administrator  
100 E Weatherford  
Fort Worth, Texas 76916

TO MEALS ON WHEELS, INC.:  
Carla Jutson  
5740 Airport Freeway  
Fort Worth, TX 76117

XV.  
SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XVI.  
APPLICABLE LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. This exclusive venue for any action arising out of, in connection with, or in any way relating to this Agreement shall be in a state of federal court of competent jurisdiction in Tarrant County, Texas.

XVII.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

**SIGNED AND EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

**MEALS ON WHEELS, INC**

  
\_\_\_\_\_  
Carla Jutson  
President and CEO

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS:

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Criminal District Attorney's Office

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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.

## APPENDIX A SCOPE OF SERVICES

Meals On Wheels of Tarrant County will use FRF grant dollars to create program sustainability by making strategic investments in our infrastructure, especially a facility expansion that will address problems with inadequate freezer and dry storage space in the kitchen, add capacity to produce meals, create needed storage for the Client Assistance program, expand the sallyport to accommodate added delivery vans, and create additional office space for a 67% staffing increase, all related to the dramatic 58% increase in the number of clients served and the 90% increase in the number of meals served resulting from the COVID-19 pandemic. As part of our service interruption plan, we will also add a generator so that we can continue to produce meals during times of short or extended power outages.

APPENDIX B  
PROGRAM BUDGET

Program Budget: April 1, 2022 - December 31, 2024

<b>Category</b>	<b>Total Program Budget</b>
Personnel	\$
Fringe	\$
Travel	\$
Equipment/Capital	<b>\$9,863,188</b>
Supplies	\$
Contractual	\$
Other:	\$
<b>Total</b>	<b>\$9,863,188</b>

APPENDIX C  
EVALUATION MATRIX/REPORTING

Required Reporting Dates:

Quarterly Report Periods		Report Due
First	July 1- Sept 30	Oct 15
Second	Oct 1- Dec 31	Jan 15
Third	Jan 1- Mar 31	April 15
Fourth	April 1- Jun 30	July 15

Annual Report Periods		Report Due Date
Year 1	July 1- June 30, 2022	July 15, 2022
Year 2	July 1- June 30, 2023	July 15, 2023

Program Reporting Information

Activity Number	Activity Conducted	Time Frame for Activity	Anticipated Cost of Activity	Expected Number to be Served by each Activity	Expected Outcomes*	Intended Benefit
I	Facility Expansion	April 2022 – December 2024	\$9,863,188			

APPENDIX D  
FORM 1295