

<b>STATE OF TEXAS</b>	<b>§</b>	<b>GRANT AGREEMENT BETWEEN</b>
	<b>§</b>	<b>TARRANT COUNTY AND MEALS ON</b>
<b>TARRANT COUNTY</b>	<b>§</b>	<b>WHEELS, INC. OF TARRANT COUNTY</b>

This Grant Agreement (“Agreement”) is made and entered into the 2<sup>nd</sup> day of August 2022 by and between Tarrant County (“County”) and Meals On Wheels, Inc. of Tarrant County (“Meals On Wheels”). Meals On Wheels and the County may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

**WHEREAS**, Meals On Wheels is a 501(c)(3) not-for-profit charitable organization that started in 1973 as a collaboration between 11 faith-based organizations in downtown Fort Worth to bring food to the elderly in the central city area; and

**WHEREAS**, Meals On Wheels is an organization that promotes the dignity and independence of older adults, persons with disabilities, and other homebound persons by delivering nutritious meals and providing needed services; and

**WHEREAS**, Meals On Wheels has a volunteer force of over 5,000 caring individuals delivering meals to nearly 4,600 people in neighborhoods throughout Tarrant County; and

**WHEREAS**, a need exists to provide relief from severe heat and cold temperatures for the most vulnerable residents in Tarrant County; and

**WHEREAS**, Tarrant County finds that the use of public funds for this purpose is consistent with TEX. CONST. art. III, §52(a) as it serves a legitimate public purpose by benefiting qualifying Tarrant County individuals;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Meals On Wheels and the County, hereby agree as follows:

**I. SCOPE OF SERVICES AND WORK**

- A. Meals On Wheels will purchase and install window-mounted air conditioner and, in some situations, air conditioner and heater combination units for individuals in need. Meals on Wheels will determine the appropriate unit type in each situation.
- C. Meals On Wheels agrees to purchase and install the units based on referrals from community partners. Eligible individuals are low- or fixed-income Tarrant County residents who do not have a working air conditioner and/or heater, and include the elderly, disabled, and grandparents raising grandchildren.
- D. Meals On Wheels will provide Tarrant County with monthly programmatic progress reports that will include names and addresses of the individuals that have received units, along with their qualifying criteria. The monthly reports will also detail which organizations have referred clients to the program.

## **II. TERM**

This Agreement will be effective upon execution by both Parties and will terminate once all funding is expended, or one year from effective date, whichever is sooner. The term of this Agreement may be extended upon the mutual written agreement of the Parties. If the program is terminated prior to the use of all funds, the remainder will be returned to Tarrant County within 30 days of termination.

## **III. COST**

Tarrant County will provide funding in the amount of \$180,000.00. The average estimated cost per unit is \$1,000.00, which includes the purchase of the unit, installation, and internal processing costs for Meals on Wheels.

## **IV. TERMINATION**

This Agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this Agreement, will be deemed served when personally delivered or upon mailing by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

Tarrant County  
G. K. Maenius  
County Administrator  
Tarrant County  
100 E. Weatherford Street  
Fort Worth, Texas 76196

Meals On Wheels  
Carla Jutson  
President and CEO  
Meals On Wheels Inc. of Tarrant County  
5740 Airport Freeway  
Fort Worth, Texas 76117

In the event of the termination of this agreement, Meals On Wheels shall return any remaining funds to Tarrant County within 30 days.

## **V. ENTIRE AGREEMENT**

This Agreement represents the entire understanding of and between the Parties and supersedes all prior representations. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these Parties. This Agreement shall be governed by the laws of the State of Texas and venue for any action under this Agreement will be in the district courts of Tarrant County, Texas.

## **VI. ASSIGNMENT**

Neither County nor Meals On Wheels may assign any interest they may have in this contract without the prior written consent of the other Party.

#### **VII. THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the governmental or sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

#### **VIII. CONFLICT OF INTEREST**

Meals On Wheels acknowledges and agrees that in accordance with Section 2252.908 (b) –(c) of the Texas Government Code it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached and marked Exhibit "A".

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, in duplicate originals with one original being delivered to each Party, to be effective on the Effective Date.

**TARRANT COUNTY  
STATE OF TEXAS**

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

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

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

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

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

Date: 7/28/, 2022

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.*