

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

This Grant Agreement (“Agreement”) is made and entered into the 11th day of October 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;

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;

WHEREAS, Meals On Wheels has a volunteer force of over 5,000 caring individuals delivering meals to nearly 6,600 people in neighborhoods throughout Tarrant County;

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 apply for a grant from the Texas Department of Agriculture to deliver meals to homebound Tarrant County citizens.
- B. Since the grant requires that the local county provide the local grant match, Tarrant County will provide Meals On Wheels \$86,876.25 (EIGHTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS AND TWENTY-FIVE CENTS) for the local grant match to be used between October 1, 2022 and September 30, 2023.
- C. Meals On Wheels agrees to provide home-delivered meals to homebound persons in Tarrant County who are elderly and/or have a disability.
- D. Meals On Wheels agrees to maintain its financial management system in accordance with the requirements set forth in Uniform Grant Management Standards.

II. TERM

The Parties agree that this Agreement is for a term commencing on October 1, 2022, and ending on September 30, 2023, unless terminated earlier in accordance with the provisions of this Agreement. The term of this Agreement may be extended upon the mutual written agreement of the Parties.

III. COST

The County will provide the local grant match to Meals On Wheels in the amount of \$86,876.25.

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

Upon termination, Meals On Wheels shall return a pro-rata amount of the local grant match funds. This amount shall be calculated by dividing the local grant match funds by twelve (12) then multiplying that number by the number of months remaining in this Agreement.

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

MEALS ON WHEELS, INC.
OF TARRANT COUNTY

B. Glen Whitley
County Judge

Date: _____, 2022



Carla Jutson
President and CEO

Date: 9/21, 2022

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

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.*