

**AGREEMENT BETWEEN HARRIS COUNTY AND BAYTOWN MEALS ON WHEELS
UNDER THE TEXANS FEEDING TEXANS HOME-DELIVERED MEAL PROJECT**

This Agreement is made and entered into by and between HARRIS COUNTY, a body politic and corporate under the laws of the State of Texas, hereinafter referred to as "Grantor," and Baytown Meals On Wheels, a non-profit corporation, incorporated under the laws of the State of Texas, hereinafter referred to as the "Provider."

WHEREAS, on September 29, 2020, Commissioners Court of Harris County approved the allocation of \$93,596.00 in General Funds to Community Services Department (CSD), acting on behalf of the Grantor, to provide qualifying grants for eligible organizations to participate in the Texans Feeding Texans Home-Delivered Meal grant project; and

WHEREAS, in accordance with the Texas Department of Agriculture (TDA) application, the Grantor reviewed each agency's home-delivered meal totals and approved its financial system. As part of the application, the Grantor requested that each agency list the number of meals served in Harris County during Texans Feeding Texans Project Year (PY) 2020. Over \$1.7 million in State funds were leveraged to agencies providing meals for homebound individuals served across Harris County. An agency's percentage of that total was used to determine the distribution of the total Harris County award; and

WHEREAS, on September 29, 2020, Harris County Commissioners Court authorized a resolution certifying that CSD will make a grant of \$3,892.00 to Baytown Meals on Wheels, an organization that provides home-delivered meals to homebound elderly persons and homebound persons with a disability living in Harris County, and certifying that CSD has approved the organization's accounting system or fiscal agent; and

WHEREAS, the Provider applied for and received grant funds from the TDA to supplement and extend existing services to homebound elderly persons and homebound persons with a disability, living in Harris County, pursuant to the Project; and

WHEREAS, the Grantor and Provider entered into a prior Agreement, which expired on January 31, 2021, to provide home-delivered meals to homebound elderly persons and homebound persons with a disability, living in Harris County. The Grantor desires the Provider to be reimbursed for services from March 1, 2021 through April 12, 2021; and

WHEREAS, the Provider shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Provider shall include in all publications reference to Harris County Community Services Department (HCCSD) for the support provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Eligible Activities

The Provider agrees to provide home-delivered meals to homebound persons residing in Harris County who are elderly and/or have a disability in accordance with the provisions of this Agreement.

B. Project Requirements

The Provider shall be responsible for administering their respective allocation of the Texans Feeding Texans Home-Delivered Meal Grant PY 2021 Project in a manner consistent with any standards required as a condition of providing these funds. The Provider acknowledges and agrees that the individuals to be assisted by Provider are homebound elderly persons and homebound persons with a disability as set out in Title 4, Texas Administrative Code (TAC), Part 1, Chapter 1, Subchapter O, Home-Delivered Meal Grant Project Rules.

Section 12.042(d) of the TAC requires the County in which an Organization is providing home-delivered meal services to make a grant to the organization, in order for the organization to be eligible to receive program grant funds.

Section 12.042(c) (4) of the TAC requires the Organization's accounting system or fiscal agent to be approved by the County, in order for the Organization to be eligible to receive program grant funds.

The Provider shall maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet the project's objectives. Each Provider using grant funds received under Section 1.959 of the TAC toward the preparation or delivery of a home-delivered meal must document that persons receiving a meal funded under this subchapter are homebound elderly persons and/or homebound persons with a disability as defined in Sec. 1.951 of the TAC.

The Provider shall ensure that personnel providing services under this Agreement have all licenses required by law and are qualified to perform the services required under this Agreement. The Provider must follow procedures and maintain facilities that comply with all applicable federal, state and local laws and regulations related to fire, health, sanitation and safety, and obtain all necessary permits as stipulated in Rule §1.957 of the TAC. All food preparation, handling, and services activities must comply with applicable Texas Department of State Health Services rules and requirements. The Provider shall further ensure that all project and/or facility licenses necessary to provide required services are current and CSD shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement. All meals served must have been either (a) assessed by a dietician and documented as providing one-third of the Recommended Dietary Allowance (RDA) of nutrients for adults and be in compliance with the Dietary Guidelines for Americans, or (b) shall adhere to federal meal pattern requirements as stipulated in Section 1.956 of the TAC.

The Provider using funds received under subchapter Section 1.958 of the TAC toward the preparation and/or delivery of a home-delivered meal must provide such meal in accordance with the service requirement outlined in Title 40 TAC, Sec. 55.27 (a) and (c), or other applicable local, state or federal regulations relating to the delivery, transportation, packaging of home-delivered meals, or the handling of undelivered meals.

Funds may be used to purchase items/equipment that are less than \$5000. All purchases must be used in the Provider's home-delivered meals operations, and must comply with the Texas Governor's Uniform Grant Management Standards.

C. Leveraged Funds

Commissioners Court approved the use of Harris County funds for up to \$123,538.00, inclusive of grant funds allocated to Harris County for such purpose, in PY 2021 for the Texans Feeding Texans Home-Delivered Meal Grant Project. The Harris County grant anticipates leveraging approximately \$1.7 million in State funds to agencies providing meals for homebound individuals in Harris County.

D. Project Description

The Provider shall be responsible for implementing their respective allocation of the Texans Feeding Texans Home- Delivered Meal Grant Project during the term of this Agreement. The scope of the project is to provide home-delivered meals to Harris County's homebound elderly persons and homebound persons with a disability which are not fully funded through the Department of Aging and Disability Services (DADS) or a local Area Agency on Aging (AAA).

In addition to the normal administrative services required as part of this Agreement, the Provider agrees to document progress using reporting requirements specified in Section IV. of this Agreement.

E. Notice

Any communication concerning this Agreement shall be directed to the following representative:

Adrienne M. Holloway, Ph.D.
Executive Director

Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054

Ronald Parker, Executive Director

Baytown Meals On Wheels
3900 N. Main Street
Baytown, Texas 77521

II. TIME OF PERFORMANCE

Services of the Provider shall start on the date of Commissioners Court approval and shall terminate when the project is completed, but no later than January 31, 2022.

III. ACTIVITIES

The Provider shall be responsible for the delivery of the following activities in connection with the provision of the above-noted Texans Feeding Texans Home-Delivered Meal Project. Services must include:

- Serving home-delivered meals to homebound elderly persons and homebound persons with a disability living in the Harris County service area.

By January 31, 2022, the Provider shall provide the above service to eligible homebound elderly persons and homebound persons with a disability.

IV. EXPENSES AND PAYMENT

A. Budget

The Provider shall perform the services within the monetary limits contained in **Exhibit A**, Budget. The committed funds, as detailed in **Exhibit A**, Budget, will be allocated to the Provider to administer in accordance with the Project scope. The budget is based on the percentage of total meals served in Grantor's service area by all eligible Texans Feeding Texans providers.

B. Maximum amount to be paid

The total amount of Grantor funds allocated to the Provider under this Agreement shall not exceed the amount shown in **Exhibit A** in the section entitled "Maximum Amount to be Paid Under this Agreement." The Provider shall be responsible for expending awarded funds in a consistent and timely manner.

C. Payment for eligible expenses

Grantor shall distribute one lump sum payment to the Provider for only those costs that are eligible under applicable state rules, regulations, cost principles, and other requirements relating to distribution with TDA grant funds. Grantor shall make available to the Provider the total allocations which serve only clients from Grantor's service area.

D. Withholding Payments

If TDA initiates an investigation into any matter covered under this Agreement, Grantor may withhold all payments until the results of the investigation have been revealed. Distribution to the Provider will be determined upon resolution of the investigation by TDA.

At any time in which Grantor determines funds are not expended in a manner consistent

with TDA grant guidelines or not expended timely, Grantor may withhold future disbursement until such time the Provider has fully complied with such provisions.

E. Repayment of Ineligible Payments

IN THE EVENT TDA DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTOR PAYMENT TO THE PROVIDER IS INELIGIBLE OR DISALLOWED, THE PROVIDER SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE GRANTOR FOR ANY DISALLOWED COST.

V. SPECIAL CONDITIONS

The Provider shall comply with the requirements of the TDA grant and all state regulations and policies issued concerning the Texans Feeding Texans Home-Delivered Meal Project. Failure to adhere to the conditions will result in termination of funding under this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Provider shall: (1) comply with requirements set out in Title 4, Part 1, Chapter 1, Subchapter O, Rule § 1.961; (2) administer its project in conformity with deferral and state regulations and generally accepted accounting principles required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred.

B. Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Provider shall maintain documentation, as required by the TDA to verify that individuals who receive meals paid for or delivered in part with grant funds received under the Texans Feeding Texans Home-Delivered Meal Project qualify as a homebound elderly person and/or a homebound person with a disability. The Provider shall maintain all records required by this Agreement, and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the objectives of the Texans Feeding Texans Home-Delivered Meal Project;
- c. Records required to determine the eligibility of activities.
- d. Financial records as required by the TDA.

2. Property Records

The Provider shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified therein.

3. Retention

The Provider shall retain all financial records, supporting documents, statistical records, and all other records relating to any grant funds received pursuant to Title 4, Part 1, Chapter 1, Subchapter O, Rule § 1.961 and expenditure of funds in conformity with federal and state regulations and generally accepted accounting principles. Records described in this section shall be maintained for the retention period in accordance with the records retention schedule established by the TDA and approved by the Texas State Library and Archive Commission. All of the records described in this subsections (a) and (b) of this section shall be maintained indefinitely if audit findings or other disputes or litigation have not been resolved. The Provider with multiple locations may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

4. Other Periodic Reports

The Provider shall furnish the following reports to Grantor, which include, but may not be limited to the following:

- a. Service Reports which lists all meal recipients. The Provider must record the meal serviced to each person by date, and keep records showing it has assessed each meal recipient to confirm that the person is a homebound elderly person or a homebound person with a disability.
- b. Spending Reports that verify that expenditures made are directly related to supplementing and extending existing home-delivered meals services to homebound elderly persons and homebound persons with a disability, including documentation of the eligibility of persons receiving home-delivered meals.

5. Deadlines

- a. Reports are due within ten (10) working days after the end of the first six months (September 15, 2021) and ten (10) working days after the end of the Agreement period (February 14, 2022).

6. Audits & Inspections

The Provider agrees to audit, examine, and submit to Grantor excerpts or transcripts of all relevant data. The Provider shall respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Provider. Any deficiencies must be fully cleared by the Provider.

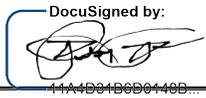
VII. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A Budget

Exhibit B Service Report

ATTEST:

By: 
11A4D81B8D0440B...

Name: Ruby Torres

PROVIDER

By: 
E65675228E68463

Authorized Agent

Name: Ron Parker

Title: Executive Director

Date Signed: 4/12/2021

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By: *Sam Kirchhoff*
Sam Kirchhoff
Assistant County Attorney
CAO File No.: 21GEN0977

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Date Signed: _____

Exhibit A, Budget

**Baytown Meals On Wheels Under the Texans Feeding Texans
Home Delivered Meal Project**

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Grantor under this Agreement shall not exceed Three Thousand Eight Hundred Ninety Two Dollars and 00/100 (\$3,892.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

CATEGORIES	General Funds	TOTAL
I. Home Delivered Meal	\$3,892.00	\$3,892.00
Project Budget Total	\$3,892.00	\$3,892.00

The budget amount is based on the percentage of total meals served in Harris County by all eligible Texans Feeding Texans awardees.

Exhibit B, Service Report

	Harris County Community Services Department Texans Feeding Texans: Home-Delivered Meal Grant Project Service Report																						
REPORTING PERIOD - PY 2021 ___ 1st 6 months, due September 15, 2021 ___ Final, due February 14, 2022																							
Provider Name:																							
Address:																							
City:	State	Zip Code																					
Telephone Number:																							
Name of Individual Completing Report:			Title:																				
Total Number of Meals Provided in County for Reporting Period:																							
Number of Meals to Which Grants Funds Were Applied:																							
Funds were used as follows: (check all categories that apply and attached source documentation.) ? Increase meals served ? Maintain level of service with increase fuel and food costs ? Update facilities with minor equipment (less than \$5,000 items) ? Retain employees ? Other (please explain)																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Expenditure Category</th> <th style="width: 20%;">Expenditures For this Quarter</th> <th style="width: 55%;">Comments</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$</td> <td rowspan="8" style="background-color: #cccccc;"></td> </tr> <tr> <td>Food/Meals</td> <td></td> </tr> <tr> <td>Equipment</td> <td></td> </tr> <tr> <td>Building Occupancy</td> <td></td> </tr> <tr> <td>Transportation</td> <td></td> </tr> <tr> <td>Supplies</td> <td></td> </tr> <tr> <td>Other</td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ -</td> </tr> </tbody> </table>				Expenditure Category	Expenditures For this Quarter	Comments	Personnel	\$		Food/Meals		Equipment		Building Occupancy		Transportation		Supplies		Other		TOTAL	\$ -
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TOTAL	\$ -																						
Provider Signature		Date																					
HCCSD Staff Signature		Date																					

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2021, with the following members present, to-wit:

Lina Hidalgo County Judge
Rodney Ellis Commissioner, Precinct 1
Adrian Garcia Commissioner, Precinct 2
Tom Ramsey, P.E. Commissioner, Precinct 3
R. Jack Cagle Commissioner, Precinct 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS COUNTY AND BAYTOWN MEALS ON WHEELS UNDER THE TEXANS FEEDING TEXANS HOME-DELIVERED MEAL PROJECT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

R E C I T A L S:

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WHEREAS, on September 29, 2020, Harris County Commissioners Court authorized a resolution certifying that CSD will make a grant of \$3,892.00 to Baytown Meals On Wheels, an organization that provides home-delivered meals to homebound elderly persons and homebound persons with a disability living in Harris County, and certifying that CSD has approved the organization's accounting system or fiscal agent; and

WHEREAS, the Provider applied for and received grant funds from the TDA to supplement and extend existing services to homebound elderly persons and homebound persons with a disability living in Harris County, pursuant to the Project; and

WHEREAS, the Provider shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Provider shall include in all publications reference to Harris County Community Services Department (HCCSD) for the support provided herein.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2. The Director of Harris County Community Services Department is hereby authorized to execute an Agreement between Harris County and Baytown Meals On Wheels for the partial funding of a project that provides home-delivered meals to homebound elderly persons and homebound persons with a disability in the amount not to exceed \$3,892.00. The Agreement is attached hereto and made a part hereof for all purposes.
- Section 3: The Community Services Department and its Director or her Designee are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Agreement.