



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

August 31, 2022

Commissioners Court
Harris County, Texas

RE: Settlement Agreement

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Settlement Agreement for the following:

Description: Coordination of Non-Emergency Alternate Transportation Services to Elderly, Disabled and Low-Income Residents through the Harris County RIDES Program

Vendor: Meals on Wheels Montgomery County

Amount: \$22,022

Reviewed by: X Community Services X Harris County Purchasing

The Settlement Agreement provides for full compensation for services provided from January 1, 2022 through February 1, 2022.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

MTM
Attachment
cc: Community Services
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 27, 2022



SETTLEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Settlement Agreement (“Agreement”) is executed by and between Harris County (the “County”) and Meals on Wheels Montgomery County (“MOWMC”). The County and MOWMC are referred to herein collectively as “Parties” and individually as a “Party.”

The County engaged in providing non-emergency transportation services for MOWMC without an Agreement in place (the “Services”). MOWMC is willing to pay The County for the Services received during the period from January 1, 2022, to February 1, 2022.

WHEREAS, the Parties hereto agree to settle the outstanding issues between them as follows:

I. Incorporation of Documents

The County’s invoice for the Services is attached hereto as Exhibit A and incorporated herein by reference.

II. Consideration

As full compensation for the benefits of this Agreement, MOWMC agrees to pay Twenty-Two Thousand Twenty-One and 92/100 Dollars (\$22,021.92) the County for the reimbursement of costs incurred as a result of the Services.

III. Miscellaneous

This instrument, together with the instruments incorporated herein by reference, contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Only a written instrument executed by representatives duly authorized by the governing body of the County or legal representatives of the Parties hereto may amend this Agreement.


The Parties intend that if, for any reason, any specific part, term, paragraph or provision of this Agreement is determine to be illegal or invalid, in whole or in part, then the remaining valid and legal portions of the Agreement shall continue in full effect and shall be fully enforced.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas and any applicable Federal laws, regulations and policies. In the event of any dispute arising under this Agreement, venue shall be proper in a court of competent jurisdiction in Houston, Harris County, Texas, exclusively.

Nothing herein shall be construed as creating any personal liability on the part of any official, officer, employee, agent, representative, attorney or any other person acting for or on behalf of the County.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals, each of equal force, on behalf of the County by a duly authorized representative of the County pursuant to the approval of the Harris County Commissioners Court, and by a duly authorized representative of MOWMC.

MEALS ON WHEELS MONTGOMERY
COUNTY

By: 


Name: Summer Day

Title: President & CEO

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY


By: _____
Philip Berzins
Assistant County Attorney
C.A. File No.: 22GEN2900

ORDER OF COMMISSIONERS COURT
Authorizing the execution of a settlement agreement

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 _____, 2022 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN
HARRIS COUNTY AND MEALS ON WHEELS MONTGOMERY COUNTY**

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:

Vote of the Court	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, P.E.	<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:

IT IS ORDERED that: Harris County Commissioners Court hereby authorizes the execution of a settlement agreement between Harris County and Meals on Wheels Montgomery County because the County engaged in providing non-emergency transportation services for MOWMC without an Agreement in place. MOWMC is willing to pay the County for the Services received during the period from January 1, 2022, to February 1, 2022.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.