

Resolution No. _____

THE STATE OF TEXAS §

COUNTY OF DENTON §

**AGREEMENT BETWEEN THE
CITY OF LEWISVILLE, TEXAS AND
SPECIAL ABILITIES OF NORTH TEXAS**

This agreement is hereby entered into by and between the City of Lewisville, Texas, a Home Rule Municipal Corporation, (hereinafter referred to as City) and SPECIAL ABILITIES OF NORTH TEXAS (hereinafter referred to as Agency) (jointly, hereinafter referred to as the Parties);

WHEREAS, the City Council has reviewed the scope of services of the Agency and has determined that the Agency performs an important human service for the residents of Lewisville without regard to race, religion, color or national origin and therefore Council recommends funding the Agency; and

WHEREAS, the City has determined that the Agency merits assistance and has provided for \$5,000 in its budget for funding the Agency;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. PROGRAM SUMMARY

The agency shall in a satisfactory and proper manner perform the following tasks, and achieve the goals, for which the monies provided by the City may be used:

Meals on Wheels provides nutritious meals and nutrition education to seniors to assist in meeting daily nutritional needs. The program includes noon-time meals delivered by volunteers to home-bound seniors and congregate lunches at senior centers and senior living facilities.

II. SCOPE OF SERVICES

- A. Target Lewisville (Unduplicated) Clients: 4
- B. Service Unit 1: Provide 192 service unit(s). One service unit (2.5 hours of day habilitation) will be reimbursed up to \$26.02 per service unit.

III. OUTCOME MEASURES

- A. Intermediate Outcome Measure
 - 1. 85 percent report their nutrition is improved as a result of participation in the nutrition program
- B. Long-term Outcome Measure
 - 1. 85 percent report feeling more secure in their home and/or connected to the community by virtue of participation in the nutrition program
- C. H.U.D. Performance Measure –The City uses objectives (Suitable Living Environment, Decent Housing, or Creating Economic Opportunities) and outcomes (Availability, Accessibility, or Sustainability) matching the U.S. Department of Housing and Urban Development's (H.U.D's) performance reporting when setting up public services at the beginning of each program year.

The following objective and outcome are designated for SPECIAL ABILITIES OF NORTH TEXAS:

- 1. Objective – Suitable Living Environment
- 2. Outcome – Accessibility

IV. OBLIGATIONS OF AGENCY

In consideration of the receipt of funds from the City, Agency agrees to the following terms and conditions:

- A. It will establish, operate, and maintain an account system for this program that will allow for a tracking of funds and a review of the financial status of the program.
- B. It will provide reports to the City on a monthly basis. See Section VII.
- C. It will indemnify and hold harmless the City from any and all claims and suits arising out of the activities of the Agency, its employees, and/or contractors.
- D. It will permit authorized officials of the City to audit its program performance and accounts upon request.
- E. It will not enter into any contracts that would encumber City funds disbursed under this Agreement for a period that would extend beyond the term of this Agreement.
- F. It will appoint a representative who will be available to meet with the Director of Finance and other city officials when requested.

V. TIME OF PERFORMANCE

The services funded by the City shall be undertaken by the Agency within the following time frame:

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

VI. METHOD OF PAYMENT

- A. Payment by the City for services provided hereunder will be reimbursed within 21 days following timely receipt of proper reporting documents as outlined in Section VII, below. On or after the last day of each monthly reimbursements will be made at the contracted cost per service unit(s) (See Section II – Scope of Services).
- B. It is expressly understood and agreed that repayment shall be based on a cost per service unit delivered for services provided in the previous month.
- C. It is expressly understood that no compensation will be reimbursed without submission of an invoice of detailed expenditures and a monthly statement of services provided by the Agency to Lewisville residents.
- D. It is expressly understood and agreed that in no event under the terms of this contract will the total compensation to be paid hereunder exceed the maximum sum of \$5,000 for all the services rendered.

VII. EVALUATION

The Agency agrees to participate in the programmatic and fiscal requirements outlined in the City of Lewisville City Fund Monitoring Guide. The Agency agrees to make available its financial records for review by the City at the City's discretion. In addition, the Agency agrees to provide the City the following data and/or reports no later than the 15th of each month containing the previous month's data:

- A. Performance Objectives Report
- B. Client Services Summary Report
- C. Request for Reimbursement

Multiple failures to submit timely reports will be reflected in the Agency file and may be considered during the renewal process.

VIII. SUSPENSION OR TERMINATION

The City may suspend or terminate this Agreement and payments to the Agency, in whole or part, for cause. Cause shall include but not be limited to the following:

- A. Agency's improper, misuse, or inept use of funds.
- B. Agency's failure to comply with the terms and conditions of this agreement.
- C. Agency's submission of data and/or reports that are inaccurate or incomplete in any material respect.
- D. If for any reason the carrying out of this agreement is rendered impossible or unfeasible.

In the event the City determines that the provisions of this agreement have been breached by the Agency, the City may suspend payment hereunder; and, in case of suspension, the City shall advise the Agency, in writing, as to conditions precedent to the resumption of funding and specify a reasonable date for compliance.

Either party may terminate this agreement upon giving the other party sixty (60) days written notice of such termination. In case of termination, the Agency will remit to the City any unexpended City funds. Acceptance of these funds shall not constitute a waiver of any claim the City may otherwise have arising out of this Agreement.

IX. MISCELLANEOUS

- A. Amendment. This Agreement may be modified or rescinded only by a written instrument signed by both of the Parties or their duly authorized agents.
- B. Successors and Assigns. Agency binds itself and its partners, successors, executors, administrators and assigns to this Agreement in respect to all covenants of this Agreement. Agency shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Agency.
- C. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- D. Waiver. The City's failure to act with respect to a breach by the Agency does not waive its right to act with respect to subsequent or similar

breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- E. Entire Agreement. This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS THEREOF, the parties do hereby affix their signatures and enter into this funding Agreement as of the 1st day of October, 2018.

CITY OF LEWISVILLE, TEXAS

SPECIAL ABILITIES OF NORTH TEXAS

BY: _____
Donna Barron
CITY MANAGER

BY: _____
Deborah Robertson
Executive Director

ATTEST: _____
Julie Worster, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY