

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND FORT BEND SENIORS, MEALS ON WHEELS & MUCH MUCH MORE, INC. FOR MEAL DELIVERY SERVICES

This Agreement to provide funding to benefit the seniors of Waller County, Texas (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Fort Bend Seniors, Meals on Wheels & Much Much More, Inc (“Fort Bend Seniors”), a Texas corporation, with its principal place of business at 1330 Band Road, Rosenberg, Texas 77471 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the Southeast Texas Housing Finance Corporation (“SETH”) awarded the County a \$50,000 grant to be used for affordable housing and/or related services (the “Grant”);

WHEREAS, the County finds that providing nutritious meals for low to moderate income seniors in Waller County is a service related to affordable housing services because it enables seniors to use limited resources to secure stable housing;

WHEREAS, the County has allocated a total of \$15,000.00 from the Grant to be distributed over a period of five (5) years at \$3,000.00 per year to support the Meals on Wheels program operating in Waller County, which is administered by Fort Bend Seniors;

WHEREAS, the County and Fort Bend Seniors wish to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties; and

WHEREAS, both the County and Fort Bend Seniors have the intent to comply with all applicable laws relative to the Agreement;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further mutually agree as follows:

SECTION 1. AGREEMENT

- 1.1 **Services to be Performed:** Fort Bend Seniors will deliver nutritious meals to seniors living in Waller County, Texas on a periodic basis.
- 1.2 **Meal Delivery:** Fort Bend Seniors will utilize funding provided under this Agreement to provide services only to residents of the County.
- 1.3 **Personnel:** Fort Bend Seniors will provide personnel that are adequately trained or certified, and any labor, equipment, fuel, and any other item or service necessary to provide services hereunder.
- 1.4 **Annual Report:** Fort Bend Seniors shall keep detailed financial records and shall submit to the County an annual financial report itemizing all income and expenditures.

- 1.5 Conference and Cooperation: Fort Bend Seniors shall confer with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments.
- 1.6 Compliance with Applicable Law: Fort Bend Seniors shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, and codes which may affect performance of this Agreement.
- 1.7 County's Funding Obligation: The County's obligation to provide funds hereunder is conditioned on the County's ability to use the Grant funds for such funding. In the event SETH determines the Grant funds cannot be used for the purposes contemplated hereby, the County may terminate this Agreement without penalty.

SECTION 2. PAYMENT

- 2.1 Compensation: In consideration of the goods and services to be provided by Fort Bend Seniors under the terms of this Agreement, the County shall make one payment per Waller County fiscal year to Fort Bend Seniors in the amount of three thousand dollars (\$3,000.00) for a period of five (5) years. The Waller County fiscal year begins on January 1st and ends on December 31st. The total amount to be paid under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00).
- 2.2 Invoice: Fort Bend Seniors shall submit an invoice to the County once per fiscal year.
- 2.3 Payment: The County agrees to pay Fort Bend Seniors in the amount identified in Section 2.1 according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

SECTION 3. TERM AND TERMINATION

- 3.1 Agreement Term: The term of this Agreement shall begin on the Effective Date, and continue for a period of five (5) years (the "Term"), or until otherwise terminated in accordance with this Agreement.
- 3.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 3.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Fort Bend Seniors shall be responsible for any expenses it incurs after the date of termination.
- 3.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Fort Bend Seniors, or any of its parent or subsidiary business entities responsible for providing services under the Agreement, become insolvent or files any petition for bankruptcy.
- 3.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to Fort Bend

Seniors in accordance with Section 3.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.

- 3.6 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 12.14.
- 3.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 3.8 Termination Without Penalty: Fort Bend Seniors shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 4. NO EXCLUSION OR PAYMENT

- 4.1 No Exclusion or Payment: Fort Bend Seniors understands and agrees that this Agreement does not create an exclusive right for Fort Bend Seniors to provide the services contemplated by this Agreement.

SECTION 5. RECORDS AND AUDITS

- 5.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Fort Bend Seniors involving transactions relating to this Agreement. The County shall give Fort Bend Seniors reasonable advance notice of intended inspections or audits. Fort Bend Seniors shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 6. INTERPRETATION

- 6.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 7. SITE INSPECTION AND COORDINATION

- 7.1 Site Inspection and Coordination: Fort Bend Seniors represents that it is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

SECTION 8. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 8.1 Permits; Compliance with Laws and Regulations: Fort Bend Seniors shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Fort Bend Seniors shall perform its obligations pursuant to this Agreement in accordance with

all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 9. INDEPENDENT CONTRACTORS.

9.1 **Independent Contractors:** In performing the services under this Agreement, Fort Bend Seniors and its employees are independent contractors. Fort Bend Seniors shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Fort Bend Seniors in the performance of this Agreement shall be construed as making Fort Bend Seniors or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 10. INDEMNITY.

10.1 **INDEMNITY:** THE FORT BEND SENIORS SHALL INDEMNIFY AND SAVE HARMLESS COUNTY AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION, BROUGHT OR MADE FOR OR ON ACCOUNT OF, ANY INJURIES, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF FORT BEND SENIORS OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

SECTION 11. INSURANCE REQUIREMENTS

11.1 **Insurance Limits and Required Certificates:** Fort Bend Seniors shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Fort Bend Seniors, Meals on Wheels & Much Much More, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.
- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
- d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

11.2 **Certificates of Insurance:** Fort Bend Seniors shall provide the County with certificates of such insurance upon request.

- 11.3 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Fort Bend Seniors' liability.
- 11.4 No Cancellation or Modification: Fort Bend Seniors shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Fort Bend Seniors shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 12. MISCELLANEOUS PROVISIONS

- 12.1 Recitals: The Recitals are incorporated into this Agreement.
- 12.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 12.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Fort Bend Seniors shall be responsible for all expenses occurring after the date of termination.
- 12.4 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 12.5 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed,

provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If Fort Bend Seniors is relieved from performance due to force majeure, the County will also be excused from making payment to the Fort Bend Seniors during the period of nonperformance.

- 12.6 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 12.7 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 12.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 12.9 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.
- 12.10 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 12.11 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 12.12 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 12.13 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Fort Bend Seniors shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Fort Bend Seniors if any such information is requested in a public information request, subpoena, or other method so Fort Bend Seniors may argue against the release of such information. Fort Bend Seniors recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Fort Bend Seniors further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Fort Bend Seniors in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

12.14 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Fort Bend Seniors:

Attn: [NAME]
Fort Bend Seniors Meals on Wheels
P.O. Box 1488
Rosenberg, Texas 77471

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY

FORT BEND SENIORS

WALLER COUNTY, TEXAS

FORT BEND SENIORS, MEALS ON WHEELS & MUCH MUCH MORE, INC.

a political subdivision of the State of Texas

a Texas corporation

Carbett "Trey" Duhon, III
County Judge


Doug Simpson
Chief Executive Director

3-16-2026

Date

Date

ATTEST

ATTEST

Debbie Hollan
County Clerk


NAME Kristie Phillips
TITLE Director of Development