

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
ABUNDANT LIFE SOURCE, INC.**

THIS Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as “County,” and the Abundant Life Source, Inc., a non-profit corporation under the laws of the State of Texas, hereinafter referred to as “the Recipient.”

WHEREAS, each commissioners court may provide for the support of residents of their county who are unable to support themselves;

WHEREAS, the Commissioners’ Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community for the Recipient to provide a home delivered meals outreach program and for County to providing partial funding for such program;

WHEREAS, the County has determined that services for homebound, low income senior citizens or persons with disabilities, hereinafter referred to as “Eligible Residents,” are needed in Fort Bend County; and,

WHEREAS, counties may bring Texas Department of Agriculture (the State) dollars to their communities by making qualified grants to non-profit meal providers for qualified homebound elderly or disabled persons; and,

WHEREAS, the County wishes to provide the Recipient a grant in the amount of \$1000 to utilize for quifying the Receptient to receive funds from the state and to enable them to continue to provide home delivered meals.

WHEREAS, the County determines that this Agreement serves a public purpose.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient shall be responsible for administering a home-delivered meals program to Eligible Residents in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program will include providing volunteers who will deliver a hot meal on weekends to Eligible Residents who desire to remain in their homes and maintain their independence. The program will also include home delivery of an additional holiday meal to eligible residents of the county.

B. Program Delivery

Recipient shall utilize its grant(s) to provide meals and other operating costs for the home-delivered meals program in Fort Bend County on Saturday and Sunday. Eligible Residents may not be receiving services from another home-delivery program in Fort Bend County. Recipient agrees to provide a minimum of 88 meals per month to Eligible Residents. Recipient shall be solely responsible for determining the requirements to become an Eligible Resident, subject to approval of County.

C. General Administration

The Recipient or its representative(s) shall be responsible for the administration of the home delivered meals program in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

D. Levels of Accomplishment

<u>Activity</u>	<u>Weekly Units</u>	<u>Annual Units</u>
Clients	11 (unduplicated)	572 (duplicated)
Meals Delivered	22	1144

II. TIME OF PERFORMANCE

The Recipient shall provide services during the 2010 fiscal year, which commences on October 1, 2009 and terminates on September 30,2010.

III. BUDGET AND ALLOCATION OF COSTS

Delivery of Meals	\$1,000
Food and preparation and delivery supplies	
TOTAL	\$1,000

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed One Thousand and No/100 dollars (\$1,000). Payment will be made to the Receptient after Commissioners Court approval of this Agreement. Eligible expenses shall be submitted to the County made on a monthly or quarterly basis against the budget specified herein and in accordance with performance.

Payments may be contingent upon an audit of Receptient's financial records by the Fort Bend County Auditor as required by Resolution Authorizing County Grant-Texas Department of Agriculture.

This Agreement is not subject to automatic renewal. The Recipient must request any additional funds my making a formal request to County.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>County</u>	<u>Recipient</u>
Judge Robert Hebert Fort Bend County 301 Jackson St. Richmond, Texas 77469	Reginald Best, Director/President Abundant Life Source, Inc. 310 Morton Street Richmond, Texas 77469

VI. SPECIAL CONDITIONS

The Recipient agrees to comply with the requirements of Title 4, Texas Administrative Code, Part 1, Chapter 1, Subchapter O – Home Delivered Meal grant Program Rules. Recipient shall utilize its grant(s) to provide meals and other operating costs for the home-delivered meals program in Fort Bend County on Saturday and Sunday.

VII. GENERAL CONDITIONS

A. General Compliance

The Recipient agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent provider or home-delivered meals.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

In the event the Recipient hires employees, they shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. Amendments

The County or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release County or Recipient from its obligations under this Agreement.

F. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

VIII. EXECUTION

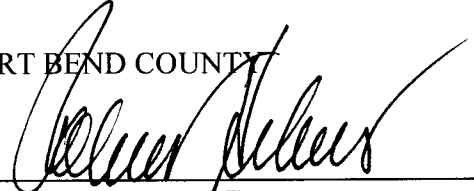
IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall be effective upon execution of County.

ATTEST:

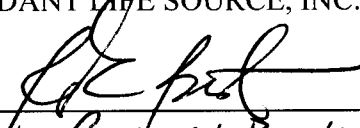


Dianne Wilson,
County Clerk

FORT BEND COUNTY

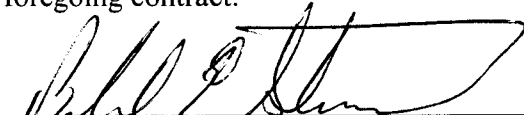
By 
ROBERT E. HEBERT
County Judge
Date: 9-1-09

ABUNDANT LIFE SOURCE, INC.

By 
President Reginald Best
Date: August 17, 2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.


ROBERT E. STURDIVANT
County Auditor

ABUNDANT LIFE SOURCE, INC.

FY 2009 Annual Report for Fort Bend County Grant

In the first quarter of 2009 this non-profit organization received two grants, the first from Fort Bend County in the amount of \$1000 and secondly from the Texas Department of Agriculture in the amount of \$3,084.63. Prior to these grants the organization had depended on donations from local churches and personal contributions and served eleven eligible residents of Fort Bend County two prepared meals each Saturday. The clients are all over 55 or disabled and live in private homes or designated senior apartments and live in the Richmond vicinity.

Month of Service	Meals Delivered	Food Costs	Total County Reimbursement
February	96	268.88	349.18
March	96	223.47	315.32
April	96	201.44	201.44
May	120	308.46	134.06
	408	1002.25	\$1000.00

Abundant Life was able to increase service to 12 residents each week with two meals delivered on Saturday for an average cost of \$2.46 per meal. Total reimbursement from the County includes food, preparation or service items, and mileage reimbursement for delivery.