

COUNTY OF WILLIAMSON §

STATE OF TEXAS §

### **FUNDING AGREEMENT**

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is executed by and between **OPPORTUNITIES FOR WILLIAMSON & BURNET COUNTIES, INC.**, 604 High Tech Drive Georgetown, Texas 78626, hereinafter referred to as “OWBC”, and the **CITY OF LEANDER**, Texas, a home rule municipal corporation organized under the laws of the State of Texas, hereinafter referred to as the “City”, P.O. Box 319, Leander, Texas 78646, acting by and through their duly authorized representatives.

**WHEREAS**, the City of Leander is a local government as defined in 791.003 of the Texas Government Code, and

**WHEREAS**, OWBC is a Texas non-profit corporation that provides the services described herein to the Leander community, and

**WHEREAS**, both OWBC and the City desire to enter into this Agreement to provide for the use of funds granted by the City for the benefit of the Leander community;

**NOW, THEREFORE**, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

**Section 1. Assistance.** The City of Leander will provide assistance to the OWBC to be used for the Meals-On-Wheels Program located in Leander for services to the Leander community, including but not limited to providing meals to participants aged 60 and older, or disabled persons, in an amount not to exceed \$10,000 (the “Grant”) for the term of this Agreement.

**Section 2. Conflict of Interests.** OWBC covenants and agrees that it presently has no interest and will not acquire, direct or indirect, an interest, which conflicts with its efficient, diligent faithful performance of the terms of this contract and agreement. This agreement shall not be assigned or transferred by OWBC without prior written consent of the City.

**Section 3. Agreement Period.** This Agreement shall commence on October 1, 2019, and shall continue in effect until September 30, 2020 unless terminated in writing by the City or the OWBC by giving thirty days notice of termination to the other party. In the event of early termination by OWBC, the OWBC shall repay the City a pro rata share of the Grant, prorated over the one-year term of this Agreement. Terms governing repayment of the Grant shall survive the term of this Agreement until fulfilled.

**Section 4. Reporting.** The OWBC will provide the city with an annual report on the use of the funds or credit allocated to them by September 1 of each year, which funds shall be used for the Meals-On-Wheels program located in Leander. The report shall include the number of City of Leander citizens who have benefited directly from the donation as well as a general statement of the use of the funds.

**Section 5. Repayment of Funds.** OWBC shall repay the City the Grant, less any reductions as provided in this subsection, within ten (10) days of notice by the City in the event that OWBC fails to use the Grant as provide in this Agreement. For each quarter that OWBC uses the Grant as provided in this Agreement, OWBC's obligation to repay the Grant shall be reduced by \$2,500.00.

**Section 6. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by the City and the OWBC and authorized by both parties.

**Section 7. Captions.** The descriptive captions of this Agreement are for informational purposes only and shall in no way limit or effect the terms or conditions of the paragraphs.

**Section 8. Severability.** The sections, paragraphs, clauses and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of the Agreement should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, or paragraphs, and sections of this Agreement.

**IN WITNESS WHERE OF**, the parties hereto have executed this Agreement by their duly authorized agents and officers.

**SIGNED AND APPROVED** this the \_\_\_\_ day of September, 2019.

CITY OF LEANDER

OWBC

\_\_\_\_\_  
Troy Hill, Mayor

\_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Dara Crabtree, City Secretary