

**SCOPE OF SERVICES AGREEMENT
BETWEEN
KELLER SENIOR CENTER
AND
METROPORT MEALS ON WHEELS**

THIS AGREEMENT is entered into by and between the Keller Senior Activities Center, a program of the Parks and Recreation Department of the City of Keller Texas (hereinafter referred to as "the Center"), and Metroport Meals On Wheels, a non-profit corporation of Texas, acting by and through its duly authorized Executive Director (hereinafter referred to as "MMOW"), an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

WHEREAS, the mission of MMOW is to provide services as a volunteer advocate for the elderly and those in need through home-delivered meals, senior center lunches, and other support services; and

WHEREAS, MMOW had provided the coordination of weekday home meal delivery in Keller for over 40 years; and

WHEREAS, the Center and MMOW wish to enter into an Agreement whereby MMOW will provide lunches for the Center three (3) days per week;

NOW, THEREFORE, the Center and MMOW, in consideration of the mutual undertakings defined in this agreement, agree as follows:

**SECTION 1
SCOPE OF SERVICES**

In return for payment described in Section 4 of this Agreement, MMOW shall provide the following services:

- A. Order necessary meals, cover costs and coordinate delivery of meals to the Center on a schedule that is mutually agreed to by the Center Manager and MMOW.
- B. Track delivery of and costs associated with the center meal programs. Prepare and provide reports to the City on a monthly basis due the 3rd Tuesday of each month.
- C. Provide an MMOW employee who is responsible for coordinating meals and arrangements for all MMOW-provided meals at the Center and who will also be on site to manage the luncheons on a schedule as mutually agreed to by the Center Manager and MMOW.

SECTION 2 PERFORMANCE AND QUALITY MEASURES

In evaluating MMOW's performance, the Center will determine whether MMOW has met the following performance measures:

- A. MMOW shall provide the services described this scope of services agreement in a professional manner throughout the entire term of the agreement.
- B. MMOW shall develop and provide an annual written report to the Center. This report shall include: a disclosure of MMOW financial status, operations conducted during the preceding year, planned future operations, details on how the Center's funding is utilized in support of MMOW, and any other information agreed to by both MMOW and the Center.

SECTION 3 STAFF CONTACTS

MMOW and the City shall both provide a staff contact person to serve as a liaison between City and MMOW.

- A. City Liaison:
 - 1. Name: Lindsay Lindeman
 - 2. Title: Senior Activities Center Manager
 - 3. Phone: 817-743-4371
 - 4. Email Address:
- B. MMOW Liaison:
 - 1. Name: Mary King
 - 2. Title: Executive Director
 - 3. Phone: 817-491-1141
 - 4. Email Address: maryking@metroportmow.org

SECTION 4 CONSIDERATION

While the cost of each meal varies, the Center's agreement with MMOW will be based on a cost of \$5.00 per meal.

- A. The Center will collect fees as deemed appropriate from Center participants.
- B. The Center will notify MMOW on a mutually agreed schedule of the meals served during that period.

- C. MMOW will invoice the Center at the rate of \$5.00 per meal for the number of meals ordered to be served at the Center.

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**SECTION 5
INDEPENDENT CONTRACTOR**

In performing the services hereunder, MMOW is acting as an independent contractor, and shall not be deemed an employee, agent or partner of the City. City shall have no power to direct or supervise its activities in carrying out its responsibilities under this Agreement. Neither party shall have the authority to make binding representations or agreements on behalf of the other.

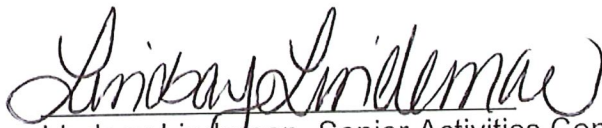
**SECTION 6
TERM OF AGREEMENT**

The term of this agreement shall be for a period beginning October 1, 2024 and ending September 30, 2025.

Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties.

Notwithstanding any provision to the contrary, either party may terminate this Agreement upon 30 days written notice to the other.

IN WITNESS WHEREOF the Center and MMOW have executed this Agreement as of this 30th day of September, 2024.



Lindsay Lindeman, Senior Activities Center Manager, City of Keller



Mary King, Executive Director, Metroport Meals On Wheels