

Senior Access, Non-Profit Agency
Annual Funding Agreement with
City of Pflugerville

This Annual Funding Agreement (the “Agreement”) is made by and between Senior Access (the “Agency”) and the City of Pflugerville, Texas (the “City”), for Fiscal Year 2024-2025 the City hereby agrees to allocate Fifty Thousand and No/100 Dollars (\$50,000.00) to the Agency to fulfill the public purposes outlined by the City and the Agency herein.

- 1.1 Purpose. The City has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency’s efforts to provide access to primary and preventative healthcare for older adults through free transportation and support services.
- 1.2 Administration of Agreement. The City shall administer this Agreement.
- 1.3 Use of Funds. The Agency understands that the funds provided to it by the City will be used solely for the following program services in Pflugerville: to provide volunteer-based transportation and support for older adults.
- 1.4 Distribution of Funds. The City will pay the annual total sum of Fifty Thousand Dollars (\$50,000.00) to the Agency in four (4) equal payments. Said payments are contingent upon the Agency submitting performance measures in accordance with Section 1.6(k) of this Agreement. Despite this agreed upon method of payment, the Agency agrees to return to the City the amount representing the prorated amount of the funds unearned if the Agency’s performance measures and progress is insufficient or this agreement is terminated for any reason or if the Agency fails in any other respect under this Agreement.
- 1.5 Relationship of Parties and Indemnification. Nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make the City the agent, servant, or employee of the Agency, or to create any partnership, joint venture, or other association between the City and the Agency. Alternatively, nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make the Agency the agent, servant, or employee of the City, or to create any partnership, joint venture, or other association between the Agency and the City. The Agency further agrees to hold the City harmless for any and all claims by third parties for any injuries, damages, or liability of any kind arising under or occasioned by the Agency.
- 1.6 Principles and Controls. In administering the handling of contributed public funds, the City and the Agency agree to certain basic principles which are

essential to maintain community acceptance and support, which are as follows:

- a. The Agency shall maintain its status as a voluntary, non-profit corporation under section 501(c)(3) of the Internal Revenue Code, unless exempted by federal guidelines;
- b. The Agency shall remain in good standing under the laws of the state of Texas;
- c. The Agency shall notify the City of major programmatic and administrative changes which could substantially affect the Agency's operation and service delivery;
- d. The Agency shall actively maintain a current list (including term of office) of the Agency's directors, as well as regular meeting times of its board of directors, and shall provide same to the City;
- e. The Agency shall actively maintain minutes of its board meetings and detailed financial reports which include detailed comparisons of budgeted and actual activity and change in financial position, and shall provide same to the City. Such reports shall be attested to by the Agency's board, and shall be provided on a regular and timely basis, or as requested by the City;
- f. The Agency shall provide adequate liability insurance coverage for the Agency, and does hereby hold harmless the City and its employees, designees, and agents from any and all liability for any damage or injury caused to any employee, client, patron, agency, visitor or guest of the Agency;
- g. If an independent public accountant prepares an annual audit or review in accordance with generally accepted accounting standards, the Agency shall provide a copy of such report to the City;
- h. The Agency shall prepare a detailed annual budget, translating program service plans into financial terms, and shall provide a copy of this budget to the City. Such budget must have comparative columns showing previous year and current year actual and proposed budget figures. Revenues should be categorized by major source and expenses categorized by purpose;

- i. The Agency shall be responsible for generation of support for its programs, and shall not rely solely on the City for funding of its programs;
- j. The Agency shall allow the City to conduct a semi-annual inspection of the Agency's premises and operations; and
- k. The Agency and the City shall establish agreed-upon performance measures. Such performance measures shall be submitted to the City by the Agency as requested, but not more than four (4) times per year.
- l. The Agency expressly agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state or federal requirements.

1.7 Term of Agreement. This Agreement shall be in effect for the City's fiscal year which begins October 1, 2024 and ends September 30, 2025.

1.8 Termination. Notwithstanding the agreed upon term, this agreement may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate existence of the Agency;
- b. the insolvency of the Agency, the filing of a petition in bankruptcy either by or against the Agency, or an assignment by the Agency for the benefit of creditors;
- c. the breach by the Agency of any of the terms of this agreement and the continuation of such breach for a period of ten (10) days after written notice is given by the City to the Agency of such breach.
- d. upon the City's sole discretion with or without cause by providing thirty (30) days written notice.

1.9 Venue and Applicable Law. Venue of this contract shall be Travis County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

1.8 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Agency. No oral agreements are in effect pertaining to this Agreement. Any changes or modifications to this Agreement must be made in writing with the consent of both parties, duly acted upon by formal action of the governing bodies of both parties.

1.9 Assignability. This Agreement cannot be assigned or transferred in whole or in part without the written consent of both the City and the Agency.

Executed by:

Agency Chief Professional Officer

Date Signed

Sereniah Breland
City Manager, City of Pflugerville, Texas

Date Signed