

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MANSFIELD, TEXAS (“CITY”)
AND TARRANT AREA FOOD BANK (“TAFB”)**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TARRANT	§	

THAT THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered by and between the City of Mansfield, Texas, hereinafter referred to as “City” and Tarrant Area Food Bank, hereinafter referred to as “TAFB.”

WITNESSETH:

WHEREAS, there exists a need in Tarrant County to increase access to healthy food within target areas with low access to retail food stores and help solve hunger by providing neighbors living in low-access areas with a sustainable option for purchasing groceries with home delivery via an online retail grocery store; and

WHEREAS, City and TAFB desire to engage in a partnership to increase access to food through retail home delivery; and

WHEREAS, the partnership is also intended to assist neighbors experiencing hunger and financial hardship by providing emergency food support through the Tarrant Area Food Bank’s emergency home delivery and traditional emergency food services; and

WHEREAS, TAFB is creating partnerships with other local partners in the area to support the objectives of ending hunger and providing sustainable food options for residents in the Tarrant County area; and

WHEREAS, TAFB will coordinate the services described herein with City and other local partners to support said objectives;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, the parties have agreed and do hereby agree as follows:

**ARTICLE I
TAFB’S DUTIES**

- a. TAFB agrees that it shall provide the following:
 - i. Community education and outreach;
 - ii. ‘Boost by Kroger’ enrollment assistance;

- iii. Federal nutrition benefits application assistance;
 - iv. Emergency food home delivery to eligible neighbors; and
 - v. Traditional food support through partner agencies for any neighbors not eligible for emergency home delivery.
- b. TAFB shall manage a partnership with Kroger whereby Kroger will:
- i. Provide 5,000 ‘Boost by Kroger’ memberships for Supplemental Nutrition Assistance Program (SNAP) eligible shoppers with twelve (12) months of free home delivery;
 - ii. Manage an online platform for ordering and to accept debit, credit and SNAP; and
 - iii. Manage ‘Boost by Kroger’ delivery operations.
- c. TAFB shall seek additional grant funds as needed for the continuation of services beyond the term of this MOU.
- d. TAFB shall meet with City periodically either in person, by phone or virtually, to evaluate the success of the program, and if requested, provide City with a written report of progress.

ARTICLE II

CITY’S DUTIES

- a. City shall provide funding for the operating expenses in an amount based on a pro rata share for population living in poverty within low-access areas, and as more specifically shown on Exhibit “A”, attached hereto and incorporated herein.
- b. City shall provide said funding in two payments:
- i. The first payment shall be made on or before July 1, 2023 for funding through September 30, 2023; and
 - ii. The second payment shall be made on or within thirty (30) days of October 1, 2023 for funding through September 30, 2024.

ARTICLE III

FEDERAL FUNDING AND RETURN OF FUNDING

- a. TAFB acknowledges that City will be using federal funds, American Rescue Plan Act Funds (ARPA Funds), to fund this partnership. TAFB, acknowledges that as a subrecipient of ARPA Funds, it will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to these funds and that any such changes shall be automatically incorporated into this MOU without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations

part 200 as may be amended, including all appendixes (“OMB Requirements”). TAFB must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, TAFB understands that City must also comply with the OMB requirements and depends on TAFB’s cooperation in order to comply with such OMB requirements. As such, TAFB shall perform any obligations reasonably requested by City that are necessary to ensure that City complies with the OMB requirements.

- b. Should TAFB fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs TAFB warrants that it will return to City the amount identified as improperly used or not allowable, whether during the term of this MOU or after. TAFB shall refund any such payment to City within thirty (30) calendar days of the receipt of notice from City.

ARTICLE IV

GENERAL PROVISIONS

- a. **Term.** This MOU shall be effective as of the last date of execution by both Parties and unless terminated prior to, shall remain in effect until September 30, 2024. Either Party may terminate this MOU by providing thirty (30) days written notice to the other Party of such intention. Any provision regarding the use, and potential return, of federal funds in this MOU shall survive termination.
- b. **Entire Agreement.** This MOU, including all attachments, exhibits, and addenda, embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this MOU. In the event of conflicting provisions between this MOU and the attachments, this MOU shall be controlling.
- c. **Amendments/Modification.** This MOU, and any exhibits, attachments, or addendum, may be amended or modified only by a written instrument executed by all Parties. If there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.
- d. **Venue.** The obligations of the Parties to this MOU are performable in the City of Mansfield which is located primarily in Tarrant County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Tarrant County, Texas.
- e. **Legal Construction.** In case one or more of the provisions contained in this MOU shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been

contained herein. There shall not be a higher duty or responsibility for any Party because they draft the MOU.

- f. **Assignment**. The parties hereto shall not assign this MOU, in whole or in part, any such assignment being void.
- g. **No Third-Party Rights**. Nothing within this MOU shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party.
- h. **Notices**. All notices, communications, and reports required or permitted under this MOU shall be personally delivered, delivered by electronic means, or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below. Mailed notices shall be deemed communicated as of five days after mailing, upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent via e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "read receipt" function, as available, return e-mail or other written acknowledgment).

If intended for City, to:

City of Mansfield
Attn: Troy Lestina, Deputy City Manager and CFO
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276- 4258
troy.lestina@mansfieldtexas.gov

If intended for TAFB, to:

Tarrant Area Food Bank
Attn: Julie Butner, President and CEO
2525 Cullen Street
Fort Worth, TX 76017
(817) 857-7100
julie.butner@tafb.org

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2023, by City, signing by and through its City Manager, or designee, duly authorized to execute same and by TAFB, acting through its duly authorized officials.

“City”
City of Mansfield

By: _____
Troy Lestina, Deputy City Manager

ATTEST:

Susana Marin, City Secretary

“TAFB”
Tarrant Area Food Bank

By: _____
Julie Butner, President

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Troy Lestina, Deputy City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

TARRANT AREA FOOD BANK

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Julie Butner, President of Tarrant Area Food Bank.

Notary Public in and for the State of Texas



Exhibit “A”

Table 1. Pro-Rata Shares for Community Education & Outreach.

Local Support	4-Month Pilot	FY 2024	Total
Everman	\$3,200	\$13,500	\$16,700
Forest Hill	\$3,900	\$16,500	\$20,400
Fort Worth	\$9,600	\$40,500	\$50,100
Mansfield	\$7,100	\$30,000	\$37,100
Tarrant County	\$11,900	\$50,000	\$61,900
Total	\$35,700	\$150,500	\$186,200