

## **Facility Use Agreement**

Between

The City of Denton (“City”)

and

Span, Inc., operating on behalf of Meals on Wheels of Denton County (“Span MOW”)

This Facility Use Agreement sets the terms and understanding between the City of Denton and Span Inc. operating on behalf of Meals on Wheels of Denton County (Span MOW) to provide nutritious meals to Denton area seniors age 60 and older through meal delivery service and congregate meals.

### **Background**

For several decades, the Parks and Recreation Department (PARC) and Span MOW have had an ongoing relationship serving Denton area seniors. Currently, the Denton Senior Center is a distribution site for Meals on Wheels volunteers to pick up and deliver meals to homebound seniors in the community. Meals on Wheels also serves congregate meals to patrons of the facility. Span MOW staff and volunteers utilize the kitchen and storage spaces for their daily operation.

### **Purpose**

This Agreement will provide an outline of which SPAN MOW operates within the policies and procedures set by the City and the Parks and Recreation Department to provide delivered meals, congregate meal service, and nutrition education to seniors.

The above goal will be accomplished by undertaking the following activities:

1. Responsibilities of Span MOW
  - a. Span MOW shall provide Federal Administration on Aging Title III nutrition programs at the Site for purposes of serving the community.
  - b. Adhere to all City of Denton and Parks and Recreation policies and procedures.
  - c. Provide meals for seniors to enjoy as a congregate meal site.
  - d. Ensure all staff and volunteers working in the kitchen are Food Handler Certified.
  - e. Provide all necessary office supplies for their operation, including but not limited to, a working printer or copier and paper.
  - f. Provide proof of and maintain:
    - i. General Liability Insurance, \$1,000,000 minimum
    - ii. Automobile Insurance, \$500,000 minimum
    - iii. Worker’s Compensation Insurance
2. Responsibilities of the City of Denton
  - a. Provide a health-permitted kitchen with access to working appliances including a stove, heating cabinet, refrigerator, freezer, ice machine, and adequate counter space.

- i. Space is available from 8 a.m. to 12 p.m., Monday – Friday apart from City observed holidays and other necessary building closures.
    - ii. Ensure health standards regarding equipment are being met and inspected annually.
  - b. Provide and cover the cost of associated utilities.
  - c. Provide storage area for coolers, on-site paperwork, and insulated bags used for delivering homebound meals.
  - d. Provide space and allow Span MOW to display such notices and advisements as may be required by the Title III program.
3. Responsibilities of both parties
- a. Use best efforts and cooperation for mutual benefit and the benefit of the senior community in Denton.

### **Reporting**

Parks and Recreation staff on-site will be responsible for regularly evaluating the effectiveness and adherence to the agreement. Span MOW will be responsible to share monthly congregate meal numbers with City staff.

### **Funding**

This Agreement is not a commitment to funds. The City agrees to provide the in-kind donation of the facility usage and building operation which Span MOW uses to provide nutritious meals to the community. Span MOW agrees to cover the cost of their regular operation including, but not limited to, staffing, operations, and cost of goods and materials.

### **Duration**

This Agreement is at will and may be modified by mutual consent of authorized officials from the City and Span MOW. This Agreement shall become effective upon signature by the authorized officials from the City and Span MOW and will remain in effect until September 30, 2026. This Agreement is subject to annual renewal by the parties on mutually agreeable terms and conditions, subject to regulations and/or conditions by the North Central Texas Area Agency on Aging regarding the operation of the program. This agreement may also be terminated if either party breaches the terms of the Agreement.

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## Contact Information

City of Denton  
Sara Hensley  
City Manager  
215 E. McKinney Street  
Denton, TX 76201  
[Sara.Hensley@cityofdenton.com](mailto:Sara.Hensley@cityofdenton.com)

Span Inc.  
Michelle McMahon  
Executive Director  
1800 Malone Street  
Denton, TX 76201  
[michellem@span-transit.org](mailto:michellem@span-transit.org)

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DATE

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SARA HENSLEY, CITY MANAGER

8/21/25  
DATE

Michelle McMahon  
MICHELLE MCMAHON, EXECUTIVE DIRECTOR