

FORT BEND COUNTY FY 2010  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

22C

Date Submitted: 11/10/09

Submitted By: Nicole Mehrens, County Attorney's Office

Court Agenda Date: 11/17/09

Department: ROAD & BRIDGE

Phone Number: 281-341-4555

**SUMMARY OF ITEM:**

Approve Renewal Fuel Agreement, effective through September 30, 2010, with automatic one-year renewals, between Fort Bend County and Fort Bend Seniors Meals On Wheels and Much, Much More, Inc.

RENEWAL AGREEMENT/APPOINTMENT

YES ☒ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: Accounting Unit: Account Number:  
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT:

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Marc Grant, Road &amp; Bridge</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): 11-24-09 Orig. ret. to Nicole at Co. Attorney

STATE OF TEXAS                               §  
   §  
COUNTY OF FORT BEND                   §

**AGREEMENT BETWEEN FORT BEND COUNTY  
AND FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.**

**THIS AGREEMENT**, made and entered into by and between **FORT BEND COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, hereinafter called "**County**", and **FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.**, a Texas non-profit corporation, hereinafter called "**F.B.S.**"

**WHEREAS**, the County has entered Occupancy Agreements with **F.B.S.** at Fort Bend County Bud O'Shieles Community Center, Mustang Center, and 5<sup>th</sup> Street Community Center.

**WHEREAS**, the purpose of the Centers is to provide a wide range of services such as health, welfare, recreational, cultural, social and other similar community services to serve the needs of the general population of the neighborhood area;

**WHEREAS**, the **County** is authorized by law to provide for the needs of its indigent residents;

**WHEREAS**, **F.B.S.** is a community based organization addressing the needs of the **County's** indigent elderly by administering and providing specialized programs that allow these distinguished citizens to maintain and improve their quality of life, as well as their mental and physical health, with dignity. These specialized programs include recreational activities, nutritional programs, transportation, homebound services, social services, and information and referral services, all of which serve a valuable public purpose;

**WHEREAS**, it is in the public interest, and serves the general welfare of the community, for access to fuel to be utilized by **F.B.S.** for the purpose of providing and administering specialized programs for the **County's** indigent elderly;

**WHEREAS**, this Agreement is well suited for the purposes for which **F.B.S.** was established and would further facilitate the implementation of its specialized program of services and the delivery of such services to those persons served by the **F.B.S.** who would benefit thereby;

**WHEREAS**, the **County** is willing to furnish to **F.B.S.** and **F.B.S.** is willing to purchase fuel for the exclusive purpose of implementing its specialized programs to the County's indigent elderly who reside in the area served by **F.B.S.**, such use of the fuel being in the public interest and a proper exercise of the authority of the County under law to provide for its indigent residents;

**WHEREAS**, **F.B.S.** desires the **County's** assistance in the refueling of its vehicles; and

**WHEREAS**, the **County** desires to assist **F.B.S.** by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

**WHEREAS**, the governing body of **F.B.S.** has duly authorized this Agreement; and,

**WHEREAS**, the governing body of **County** has duly authorized this Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and benefits herein named, it is agreed as follows:

**I.**  
**FAIR COMPENSATION**

The **County** will provide **F.B.S.** gasoline through a system designed to ensure accountability by **F.B.S.** using receipts and monthly billing for the gasoline at the same price the **County** was able to purchase. **County** will invoice, including two cents (2¢) per gallon administrative fee for gasoline received by **F.B.S.** **F.B.S.** will pay any invoice within ten (10) days of receipt.

**II.**  
**INDEMNIFICATION**

**F.B.S.** agrees, to the extent allowed by law, to indemnify and hold the **County** harmless with respect to any claim, demand or suit arising out of **F.B.S.**'s activities under this Agreement.

**III.**  
**TERM**

The term of this Agreement shall be effective from the date executed by the last party hereto until September 30, 2010, with automatic one-year renewals unless terminated earlier by either party by giving at least ten (10) days written notice to the other party. The indemnification provision of Section II shall survive the termination of this Agreement.

**F.B.S.** further agrees and understands that if **County's** fuel supplier(s) ration, limit or reduce **County's** fuel supply, **F.B.S.** will be given notice of the reduced amount for **F.B.S.'s** consumption; or in the event **County's** fuel supply is drastically reduced, as determined by **County**, the Agreement may be subject to cancellation upon 10 days notice to **F.B.S.**.

**IV.**  
**LIABILITY COVERAGE**

**Commercial General Liability:** **F.B.S.** agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate.

**Automobile Liability:** **F.B.S.** agrees to maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$1,000,000 combined single limit per accident for bodily injury and property damage.

**Workers' Compensation and Employer's Liability:** **F.B.S.** agrees to maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.

Fort Bend County, its elected and appointed officials, employees and agents shall be named as additional insureds to required coverage except for Workers' Compensation. All coverage specified shall remain in effect during the term of this Agreement. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the **County**. Any termination of coverage shall result in immediate termination of this agreement. Policies shall provide waiver of subrogation in favor of the **County**.

**COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE FORT BEND COUNTY RISK MANAGEMENT DEPARTMENT AND A COPY OF THE POLICY OR CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

V.  
**MISCELLANEOUS**

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The Agreement will begin on the date approved by both parties in writing. Both parties waive liability for causes beyond parties' control, not the result of negligence. Venue for all purposes is Fort Bend County, Texas.

Notices, correspondence, and all other communications shall be addressed to **Fort Bend County Commissioners Court** and submitted to the following representative:

**Fort Bend County**  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: County Judge

Notices to **F.B.S.** shall be delivered to:

**Fort Bend Seniors Meals on Wheels  
& Much, Much More, Inc.**  
Attention: Executive Director  
1330 Band Road  
Rosenberg, Texas 77471

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated.

**FORT BEND SENIORS MEALS ON WHEELS  
& MUCH, MUCH MORE, INC.**

By: Mamula L. Arroyo  
Title: Chief Executive Officer  
Date: August 20, 2009

**FORT BEND COUNTY**

By: Robert E. Hebert  
Robert E. Hebert, County Judge  
Date: 11-17-09

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

GDD/nm: fuel agr.FB Seniors: 1310-fuel (08/10/09)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2009

<b>PRODUCER</b> EFG Insurance Agency Inc. 600 Kendrick Suite #10 Houston TX 77060		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Fort Bend Seniors, Meals on Wheels 1330 Band Rd Rosenberg TX 77471		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: General Insurance Co. of America INSURER B: First National Insurance Co. of America INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>      

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	25-CC-173784-3	9/2/2009	9/2/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	25-CC-173775-3	9/2/2009	9/2/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER</b> Professional Liability	LP7739438B	09/02/2009	09/02/2010	Limits of Insurance: Professional Incident: \$ 1,000,000 General Aggregate: \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Property Policy # 25-CC-173784-3  
 Property Location: 1330 Band Rd Rosenberg, Texas 77471  
 Limit of Insurance: \$ 82,680  
 Deductible: \$ 1,000

THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION.

## CERTIFICATE HOLDER

Fort Bend County Engineering  
 Permit Department  
 Construction of Diveways and Culverts on County Easement and Right of Ways  
 Commercial Pipe Permit Application  
 201 Payne Ln  
 Richmond, Texas 77469-1687

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Henry A Vogel

ACORD 25 (2009/01)

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**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
11/03/09**PRODUCER**

Marder &amp; Associates

14363-C Torrey Chase Blvd.

Houston, TX 77014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE****INSURED**

Fort Bend Seniors Meals on Wheels

1330 Band Rd.

Rosenberg, TX 77471

INSURER A: Texas Mutual

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	0001158355	06/13/09	06/13/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

Fort Bend County Engineering Permit Department

201 Payne Ln.

Richmond, TX 77469

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE THE  
AGREEMENT BETWEEN FORT BEND COUNTY AND  
FORT BEND SENIORS MEALS ON WHEELS & MUCH, MUCH MORE, INC.**

On this the 17 day of November, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

**IT IS ORDERED** that the Fort Bend County Judge be and is hereby authorized to execute the Agreement between **Fort Bend County** and **Fort Bend Seniors Meals on Wheels & Much, Much More, Inc.** for purchase of fuel. Said Agreement is incorporated herein by reference for all purposes as though fully set forth herein word for word.