

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 2 TO AGREEMENT FOR
TRANSPORTATION SERVICES**

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and Fort Bend Seniors Meals on Wheels & Much Much More, (hereinafter "FBS").

THAT WHEREAS, the parties executed and accepted that certain Agreement For Transportation Services dated February 24, 2009 and as amended on February 23, 2010, attached hereto as Exhibit A, and incorporated by reference herein for all purposes;

WHEREAS, the parties desire to amend the Agreement For Transportation Services to extend the term of the agreement for an additional 34 days.

NOW, THEREFORE, County and FBS do mutually agree as follows:

The term of the agreement shall be extended for an additional thirty-four (34) days up to and including April 30, 2010.

Except as provided herein, all terms and conditions of the Agreement For Transportation Services shall remain unchanged.

FORT BEND COUNTY

By: _____

Grady Prestage

Grady Prestage, Commissioner Precinct 2

Date: _____

Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

By: _____

Dianne Wilson

DIANNE WILSON

Date: _____

3-23-10

FORT BEND SENIORS MEALS ON WHEELS
AND MUCH MUCH MORE

By: _____

Manuela L. Arroyos

Authorized Agent- Signature

Manuela L. Arroyos

Authorized Agent- Printed Name

Title: Chief Executive Officer
Date: March 15, 2010

EXHIBIT A

ORIGINAL

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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TRANSPORTATION SERVICES**

THIS AMENDMENT, is made and entered into by and between Fort Bend County, a body corporate and politic, (hereinafter "County"), and Fort Bend Seniors Meals on Wheels & Much Much More, (hereinafter "FBS").

THAT WHEREAS, the parties executed and accepted that certain Agreement For Transportation Services dated February 24, 2009, attached hereto as Exhibit A, and incorporated by reference herein for all purposes;

WHEREAS, the parties desire to amend the Agreement For Transportation Services to extend the term of the agreement for an additional 30 days.

NOW, THEREFORE, County and FBS do mutually agree as follows:

The term of the agreement shall be extended for an additional thirty (30) days up to and including March 26, 2010.

Except as provided herein, all terms and conditions of the Agreement For Transportation Services shall remain unchanged.

FORT BEND COUNTY

By: Robert Hebert

Robert Hebert, County Judge

Date: February 23, 2010

ATTEST:

By: Dianne Wilson

Dianne Wilson, County Clerk

Date: 2-23-10

FORT BEND SENIORS MEALS ON WHEELS
AND MUCH MUCH MORE

By: Manuela H. Arroyo, C.F.C.

Authorized Agent- Signature

Manuela H. Arroyo
Authorized Agent- Printed Name

Title: Chief Executive Officer
Date: 2-7-2010

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter "County"), and Fort Bend Seniors Meals on Wheels & Much Much More (hereinafter "FBS").

WITNESSETH:

WHEREAS, FBS has agreed to provide transportation services to older persons for the Houston Galveston Area Agency on Aging; and

WHEREAS, FBS desires to subcontract these transportation services to the County;

WHEREAS, the County has identified the need to provide public transportation services in the County.

NOW, THEREFORE, the County and FBS, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

A. FBS agrees to:

1. Determine eligibility of all clients in accordance with Houston Galveston Area Agency on Aging requirements.
2. Refer only eligible approved clients to the County.
3. Provide a weekly list of new referral clients by 3:00 pm on Friday.
4. Provide a list of previously referred clients by 3:00 pm each day identifying those clients that must be scheduled for pickup the following day.
5. Identify FBS Administration authorized to provide daily and weekly lists.
6. Notify eligible approved clients of any transportation service suspension mandated by the County.
7. Provide timely technical assistance to the County.

B. County agrees to:

1. Provide transportation services to eligible approved clients referred by FBS.
 2. To the extent allowed by law, provide services in accordance with all applicable federal and state laws, rules, and regulations.
 3. Notify FBS regarding any changes in client scheduled pick-up times.
 4. Notify FBS if the County is unable to provide the agreed upon services.
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5. Provide a service delivery log to FBS by the fifth business day of each month for services provided in the previous month
6. Acknowledges that it is not an agent, servant or employee of FBS and that it is, to the extent allowed by law, responsible for its own performance and actions and for those of its agents or employees related to the performance of this Agreement.

SECTION II TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year beginning on the date of execution by both parties. Either party may terminate this Agreement at any time by providing ninety (90) days written notice.

SECTION III COMPENSATION

- A. For and in consideration of the services rendered by the County, FBS shall pay to the County \$35.85 dollars per hour not to exceed \$172,991.18. Total service hours for the Agreement term shall not exceed 4825 hours.
- B. The County shall submit an invoice to FBS by the forty-fifth (45th) calendar day following each month in which services were provided. The invoice shall provide a detailed accounting of the number of trips and the vehicle type used.
- C. Payment shall be due within thirty (30) days of receipt of a complete invoice.

SECTION IV NOTICE

- A. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the FBS at the addresses set forth below.
- B. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- C. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
 1. If to FBS:

Fort Bend Seniors Meals on Wheels and Much Much More
Manuela H. Arroyos
P.O. Box 1488
Rosenberg, Texas 77471

2. If to the County:

Fort Bend County Transit Director
Paulette Shelton
12550 Emily Court, Suite 400
Sugar Land, Texas 77478

- D. Either party may designate a different address by giving the other party ten (ten) days written notice.

SECTION V
INDEMNIFICATION

- A. FBS SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF FBS, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF FBS OR ANY OF FBS' AGENTS, SERVANTS OR EMPLOYEES.
- B. FBS SHALL ALSO SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY FBS, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION VI
SUCCESSORS AND ASSIGNS

- A. The County and FBS bind themselves and their successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- B. Neither the County nor FBS shall assign, sublet or transfer its or his interest in this Agreement without prior written consent of the other.
- C. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VII
MODIFICATIONS

- A. This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed.
- B. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

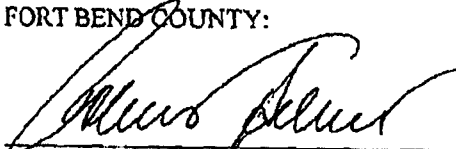
SECTION VIII
MERGER

- A. The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof.
- B. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION IX
MISCELLANEOUS

- A. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Fort Bend County, Texas.
- B. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- D. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- E. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

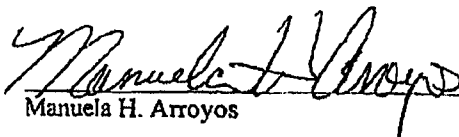
2/24/09
Date

ATTEST:


Dianne Wilson, County Clerk



FORT BEND SENIORS MEALS ON WHEELS
& MUCH MUCH MORE:


Manuela H. Arroyos

February 19, 2009
Date