

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. Determine eligibility of all FBS clients for transportation services funded by sources other than the Houston Galveston Area Agency on Aging.
3. Refer only eligible approved FBS clients to the County for transportation.
4. Provide a weekly list of clients by 3:00 pm on Fridays, except when Friday is a holiday, at which time, the list will be provided no later than Thursday afternoon at 3:00 p.m.
5. Submit requests for new clients at least two weeks in advance of adding the client for services. FBS will coordinate with County the senior center location a new client will attend.
6. Provide a list of suspended clients at least one week in advance of suspension start date.
7. Provide a list of previously referred clients by 3:00 pm each day identifying those clients that must be cancelled for pickup the following day.
8. Provide notification for special event transportation needs at least two weeks in advance of the need for special event transportation. Provide the special event final transportation list at least one week in advance of the event.

9. Review and approve proposed schedules and schedule changes and respond to requests for schedule approvals within 2 business days of receipt of schedules.
10. Identify FBS Administration authorized to provide daily and weekly lists and to approve schedules.
11. Notify eligible approved clients of approved schedules, schedule changes and any transportation service suspension mandated by the County or by FBS.
12. Assist County in identifying appropriate routes for placement of ambassadors.
13. 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. Prepare and submit schedules for approval by FBS staff within 3 business days of a request for schedule creation or change.
4. Notify FBS regarding any changes in client scheduled pick-up times.
5. Notify FBS if the County is unable to provide the agreed upon services within three (3) business days except in the case of inclement weather and/or other emergencies. Notification for inclement weather, emergency or other service interruptions will be provided as soon as possible after service closure decisions are made.
6. Provide ambassadors on selected FBS routes to provide assistance to riders. Ambassadors to assist with taking attendance on vehicles, monitoring seat belt and wheelchair tie-down safety, assistance with boarding and alighting vehicles, assistance with boarding and alighting vehicles in an orderly fashion, assistance with packages and/or other mobility devices, and door to door assistance. Ambassador services provided by County are subject to continued grant funding.
7. Upon request by FBS, provide periodic reports detailing passenger trip history including no-show and late cancel trips, within five (5) business days of request.
8. Provide an unedited service delivery log to FBS by the fifth business day of each month for services provided in the previous month.
9. Fort Bend County 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 June 1, 2010 through May 31, 2011. 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 per hour for services provided in vehicles owned by the County and 52.85 per hour for services provided in vehicles owned by the County's bus contractor through September 30, 2010. Effective October 1, 2010 FBS shall pay to the County \$42.30 per hour for services provided in vehicles owned by the County and \$62.36 per hour for services provided in vehicles owned by the County's bus contractor(s). Payments shall not exceed \$172,991.18. Total service hours for the Agreement term shall not exceed 4,825 hours annually.
- B. Fort Bend County will notify Fort Bend Seniors of any rate increases within five (5) business days of receiving notice from Bus Contractor(s) of a proposed rate increase.
- C. Fort Bend County may not impose a rate increase exceeding five percent annually for FBS.
- D. 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 FBS rides, the number of billable hours, the number of dead head hours, the number of in-kind hours and the vehicle type used.
- E. 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 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

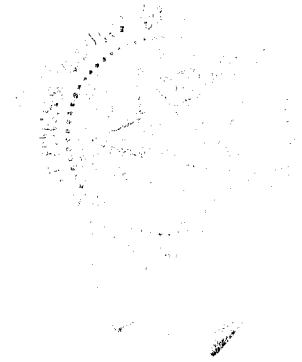
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Date

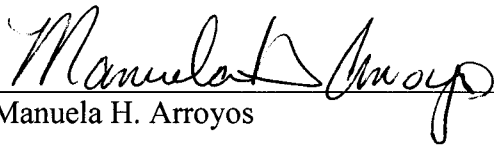
ATTEST:



Dianne Wilson, County Clerk



FORT BEND SENIORS MEALS ON WHEELS
& MUCH MUCH MORE:



Manuela H. Arroyos

5/19/2010
Date