

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT TO PROVIDE SENIOR MEALS/SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, acting by and through its Commissioners Court, hereinafter called "County," and Fort Bend County Assistance District No. 5, acting by and through its Board of Directors, hereinafter called "CAD 5," both body corporates and politics under the laws of the State of Texas, and Fort Bend Seniors, Meals on Wheels & Much, Much More, a non-profit, Texas organization, hereinafter referred to as "Contractor," to perform services and provide meals to senior residents of Fort Bend County, Texas at a location within the boundaries of CAD 5.

W I T N E S S E T H:

WHEREAS, each commissioners court may provide for the support of residents of their county who are unable to support themselves;

WHEREAS, the Commissioners' Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community, for Contractor to provide an outreach program and for County to providing funding for such programs;

WHEREAS, CAD 5 has been created to fund, among other things, the provision of services that benefit the public health or welfare within its boundaries;

WHEREAS, CAD 5 levies a one percent (1%) sales tax and has determined that the expenditure of sales tax funds for the Services (defined herein) serves a public purpose;

WHEREAS, the Mustang Community Center is a County-owned facility located within the boundaries of CAD 5;

WHEREAS, the Commissioners' Court of Fort Bend County, serving as the governing body of the County and CAD, finds that by entering into this Agreement with Contractor, both entities will be promoting public safety and furthering its interest in providing services to the senior residents of Fort Bend County at a location within the boundaries of CAD 5;

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

ARTICLE I.
INCORPORATION OF PREAMBLE

The parties affirm that all of the matters set forth in the preamble are true and correct and hereby incorporate said preamble as a material part of this Agreement.

ARTICLE II.
SERVICES

- 2.01 Contractor shall perform the Services as described in Article V specifically and only to directly benefit the residents of Fort Bend County Precinct 1 at the Mustang Community Center located within the boundaries of CAD 5.
- 2.02 Any event or activity permitted under the terms of this Agreement shall be supervised by Contractor's personnel, all of whom shall be properly trained, adequate in number and who shall remain on-site during the entire course of the event or activity.

ARTICLE III. CONSIDERATION

- 3.01 As consideration for this Agreement, County will pay to Contractor an amount not to exceed \$39,933.00, payable in two (2) installments of \$19,966.50 each.
- 3.02 Contractor shall submit invoices describing in detail the services provided in compliance with Article II above, prior the County's processing of any payment.
- 3.03 County will make payment to Contractor within thirty (30) calendar days after receipt of an approved invoice.

ARTICLE IV. TERM

- 4.01 This Agreement shall be effective upon formal approval by County and shall terminate on September 30, 2015.
- 4.02 This Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.

ARTICLE V. CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

- 5.01 During the term of this Agreement, Contractor's obligations and/or responsibilities hereunder, in addition to others specified herein, shall include the provision of the following Services only for the Fresno/Arcola, Texas area:
 - A. Congregate Meals: include one (1) hot meal that meets at least 1/3 of the recommended daily allowance of all nutrients required by adults provided at least five (5) days per week for senior citizens who participate in activities at the Mustang Community Center in Fort Bend County. This program also includes nutrition education and an opportunity to interact socially with other seniors.
 - B. Other programs that relate directly to seniors participating in activities at the Mustang Community Center.
- 5.02 Contractor shall pay all the wages and salaries of all employees retained by Contractor, for the provision of the Services at the Mustang Community Center.
- 5.03 Contractor shall also be solely responsible for all program supplies necessary to provide the services at the Mustang Community Center.
- 5.04 Contractor will not allow any illegal activity to take place at the site and will immediately report any and all illegal activity to law enforcement.
- 5.05 Breach of any provision of this Article shall be grounds for immediate termination of this Agreement.

ARTICLE VI. ASSIGNMENT

CONTRACTOR WILL NOT, IN WHOLE OR IN PART, TRANSFER, ASSIGN, ALL OR ANY PORTION, ABANDON, OR OTHERWISE DISPOSE OF ITS FUNDING AND/OR RIGHTS UNDER THIS AGREEMENT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF COMMISSIONERS' COURT.

ARTICLE VII.
NOTICE

- 7.01 Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

To Contractor:

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

With Copies To:

Fort Bend County Attorney
401 Jackson Street, 3rd Floor
Richmond, Texas 77469

- 7.02 Notice will be considered given and completed upon deposit of notice in the U.S. Mail.
7.03 Notwithstanding anything to the contrary herein contained, County is not precluded from giving actual notice to the Contractor in any manner.
7.04 Any change to Contractor's addresses will be in writing, signed by the Contractor, and will be delivered to the Commissioners' Court of the County.

ARTICLE VIII.
INDEMINIFICATION

- 8.01 **CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE SERVICES AND ALL EVENTS AND/OR ACTIVITIES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.**
- 8.02 **CONTRACTOR WILL INDEMNIFY AND PROTECT THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF CONTRACTOR.**

ARTICLE IX.
CONTRACTOR IS AN INDEPENDENT CONTRACTOR

- 9.01 In the performance of work or services under this Agreement, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Contractor, or where permitted, its subcontractors.
- 9.02 Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

ARTICLE X.
MISCELLANEOUS

- 10.01 Except as otherwise provided for herein, all consents, rules, and regulations as provided for herein by the County shall only be those approved or adopted by the Commissioners' Court of Fort Bend County, Texas.
- 10.02 Wherever the phrase "Commissioners' Court" is used herein, it refers to the Fort Bend County Commissioners' Court.
- 10.03 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 10.04 Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 10.05 No member, official, or employee of County shall be personally liable to Contractor or any successor in interest, in the event of any default or breach by County or for any amount which may become due to Contractor, its successors, or on any obligations under the terms of this Agreement.
- 10.06 This Agreement shall be governed by the laws of the State of Texas. Venue for all purposes is the County of Fort Bend, Texas.

ARTICLE XI.
CONTRACTOR'S REPRESENTATIONS AND ACKNOWLEDGEMENTS

- 11.01 Contractor warrants and represents unto County that:
 - A. The funding provided in this Agreement shall be used only for services that directly benefit the residents of the Fresno/Arcola, Texas area; and
 - B. Contractor is a duly organized and existing non-profit legal entity, in good standing in the state of Texas; and
 - C. Contractor has full right and authority to execute, deliver and perform this Agreement; and
 - D. The person executing this Agreement on behalf of Contractor was authorized to do so; and
 - E. That prior to County's execution of this Agreement, Contractor will deliver to County satisfactory evidence of the person executing this Agreement's authority to execute this Agreement on behalf of Contractor.

ARTICLE XII
ENTIRE AGREEMENT

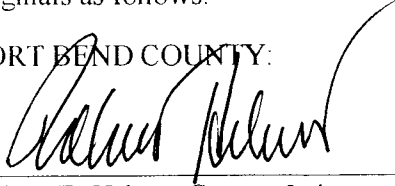
- 12.01 This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the County, acting through its Commissioners Court, and Contractor.
- 12.02 Contractor hereby agrees that no representations or grants or rights or privileges shall be binding upon County unless expressed in writing in this Agreement.
- 12.03 Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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ARTICLE XIII
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:



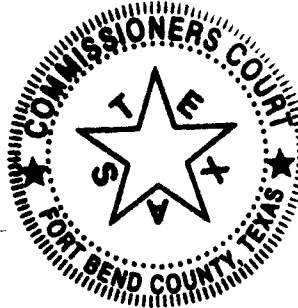
Robert E. Hebert, County Judge

Date: 1-27-2015

ATTEST:



Laura Richard, County Clerk



FORT BEND COUNTY ASSISTANCE DISTRICT NO. 5:



Robert E. Hebert, County Judge

Date: 1-27-2015

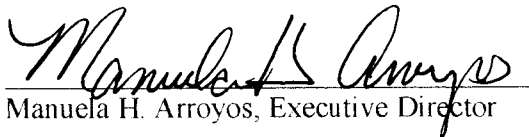
ATTEST:



Laura Richard, County Clerk



FORT BEND MEALS ON WHEELS & MUCH, MUCH MORE!

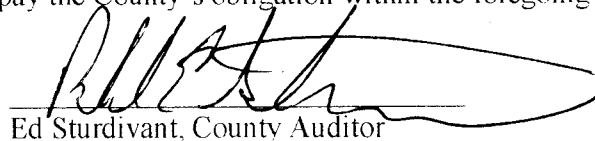


Manuela H. Arroyos, Executive Director

Date: 1-15-15

Auditor Certificate

I hereby certify that Fort Bend County Assistance District No. 5 funds in the amount of \$ 39,933.00 are available to pay the County's obligation within the foregoing Agreement for the provision of Services.


Ed Sturdivant, County Auditor

MDS