

STATE OF TEXAS §
COUNTY OF FORT BEND §

**ADDENDUM TO AGREEMENT BETWEEN FORT BEND COUNTY
AND FORT BEND COUNTY DISPUTE RESOLUTION CENTER**

THIS ADDENDUM to Agreement Between Fort Bend County and Fort Bend County Dispute Resolution Center ("Addendum") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, and the Fort Bend County Dispute Resolution Center ("Center"), a Texas non-profit corporation, hereinafter referred to collectively as "Parties."

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the following changes are incorporated as if a part of the original Agreement:

AGREEMENT

1. **Scope of Service.** The Center shall provide alternative dispute resolution services ("Services") as described in further detail in the Agreement, attached hereto as Exhibit A, and incorporated by reference.
2. **Compensation.** The total maximum compensation for the Services is two hundred five thousand, three hundred twenty-eight dollars and 00/100 cents (\$205,328.00). In no case shall the amount paid by County under this Agreement exceed the total maximum compensation without further written agreement.
3. **Limit of Appropriation.** The Center clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the County shall have available the total maximum sum certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities the County may incur.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Payment.** County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. The County reserves the right to withhold payment pending verification of satisfactory work performed.
6. **Indemnity.** THE CENTER SHALL INDEMNIFY AND DEFEND FORT BEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CENTER, ITS AGENTS, SERVANTS OR EMPLOYEES,

PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CENTER OR ANY OF THE CENTER'S AGENTS, SERVANTS OR EMPLOYEES.

7. **Termination for Convenience.** County may terminate this Agreement at any time upon thirty (30) days written notice. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Center.
8. **Compliance with Laws.** The Center shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by the County, the Center shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
9. **Performance Warranty.** The Center warrants to County that the Center has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in area and the Center will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
10. **Texas Government Code Section 2252.152 Acknowledgment.** By signature below, The Center represents pursuant to Section 2252.152 of the Texas Government Code, that The Center is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
11. **Applicable and Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to the Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
12. **Conflict.** In the event there is a conflict between this Agreement and the attached Exhibit(s), this Agreement controls to the extent of the conflict.
13. **Human Trafficking.** By execution of this Agreement, The Center acknowledges that the County is opposed to Human Trafficking and that no County funds will be used in support of services or activities that violate Human Trafficking Laws.
14. **Understanding, Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

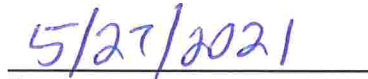
FORT BEND DISPUTE RESOLUTION CENTER

KP George
County Judge



Stacy McCarty
DRC Chairman of the Board

Date



Date

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$205,328.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A: Dispute Resolution Center Agreement is attached hereto.

EXHIBIT A

**AGREEMENT BETWEEN FORT BEND COUNTY
and FORT BEND COUNTY DISPUTE RESOLUTION CENTER**

STATE OF TEXAS	\$
COUNTY OF FORT BEND	\$

THIS AGREEMENT entered into by and between Fort Bend County, Texas (hereinafter referred to as "County"), a body corporate and politic acting herein by and through its Commissioners Court, and Fort Bend County Dispute Resolution Center, a Texas non-profit corporation (hereinafter referred to as "Center").

WHEREAS, the County desires to continue an Alternative Dispute Resolution System ("System") as authorized by §152.002, Texas Civil Practice and Remedies Code; and

WHEREAS, the County is authorized to contract with a private non-profit corporation for the purpose of administering the System; and

WHEREAS, the Center has the experience and knowledge to effectively manage such System and desires to provide assistance to the County.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1.01 The term of this Agreement shall be for one year beginning on June 1, 2021 and ending on May 31, 2022.

1.02 This Agreement shall be renewable, subject to express written agreement.

1.03 The parties shall give written notice of their intention to renew this Agreement at least thirty (30) days prior to the renewal date.

II. **SERVICES**

- 2.01 Center shall provide alternative dispute resolution services to assist resolution of citizen disputes.

III. **FUNDING**

- 3.01 As consideration for this Agreement, County will pay Center an amount not to exceed \$205,328.00.
- 3.02 County will make payment to Center within thirty (30) calendar days of execution by County.
- 3.03 The Center shall have the right to petition the County if a budget shortfall occurs.

IV. **MANAGEMENT**

- 4.01 The County expressly grants the Center the exclusive authority to manage the System. This includes the authority to implement rules, procedures and policies that control or direct all affairs of the System.
- 4.02 The Center's yearly budget projection is attached hereto as Exhibit "1."

V. **COURT COSTS**

- 5.01 The County shall continue to collect the maximum additional court costs authorized by §152.004, Texas Civil Practice and Remedies Code, which amount is currently \$15.00, to be taxed, collected and paid as court costs in each civil case (except suits for delinquent taxes) filed in either the county or district courts in the County.
- 5.02 The County shall continue to collect the maximum additional court costs authorized by §152.005, Texas Civil Practice and Remedies Code, which amount is currently \$5.00, to be taxed, collected and paid as court costs in each civil case (except suits for delinquent taxes) filed in justice of the peace courts in the County.

VI. **FUND ADMINISTRATION**

- 6.01 All court costs collected pursuant to §152.004, Texas Civil Practice and Remedies Code, shall be maintained in the "Alternative Dispute Resolution System Fund." The Commissioners Court shall administer this fund, which shall only be used to establish and maintain the System.
- 6.02 The Center shall maintain and administer an operating account separate and distinct from the Alternative Dispute Resolution Fund. The Operating Account may be funded by user fees, donations, grants and fundraising activities in addition to any amounts provided by Commissioners Court.

- 6.03 The County shall provide funding under this Agreement in an amount not to exceed \$205,328.00 as set forth in the Center's yearly budget projection.

VII.
INDEPENDENT CONTRACTOR

- 7.01 The Center is to be and shall remain an independent agency with respect to all services performed under this Agreement.
- 7.02 The Center and its agents, employees, officers or volunteers shall not, by performing services pursuant to this Agreement, be deemed to be employees, agents, or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

VIII.
LIABILITY INSURANCE

The Center shall, during the entire term of this Agreement, keep in full force and effect a policy of general liability insurance in which the limits shall not be less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for destruction of property. The policy shall name the Center as insured, and the County as additional insured. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the County at least ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to the County on or before the date of this Agreement.

IX.
NOTICES

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

To County: The Honorable KP George, County Judge
Fort Bend County
401 Jackson Street
Richmond, Texas 77469
281-341-8609 Telephone
281-341-8609 Fax

With copy to: The Honorable Bridgett Smith-Lawson, County Attorney
Fort Bend County
401 Jackson Street
Richmond, Texas 77469
281-341-4555 Telephone
281-341-4557 Fax

Notices to the Dispute Resolution Center will be submitted to:

Shelly Hudson, Executive Director
Fort Bend County Dispute Resolution Center
211 Houston Street
Richmond, Texas 77469
281-342-5000 Telephone
281-232-6443 Fax
fortbenddrc@aol.com

X.

MISCELLANEOUS

- 10.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- 10.02 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 in 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.
- 10.03 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.
- 10.04 Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

XI.

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alteration, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

EXECUTION PAGE TO FOLLOW

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

FORT BEND COUNTY

BY: _____
KP GEORGE,
County Judge

DATE: _____

ATTEST:

BY: _____
LAURA RICHARD,
County Clerk

FORT BEND DISPUTE RESOLUTION CENTER

BY: Stacy McCarty
STACY McCARTY,
DRC Chairman of the Board

DATE: 5/27/2021

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$205,328.00 from account 100409100-63000 to pay the obligation of Fort Bend County under and within the foregoing contract.

BY: _____
ED STURDIVANT, Auditor

EXHIBIT "1"

PROPOSED 2021-2022 DRC BUDGET

**Fort Bend DRC
Proposed Budget 2021-2022**

EXHIBIT "1"

INCOME

Funds from Fort Bend County	\$205,328.00
Mediation Service Fees	\$16,650.00

Total Income	\$221,978.00
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EXPENSES

Bank Charges	\$125.00	
Business Insurance	\$5,750.00	
Cleaning & Maintenance	\$8,100.00	
Clerical Labor	\$36,000.00	
Computer Maintenance Contract	\$3,000.00	
Community Outreach	\$750.00	
Continuing Education	\$500.00	
Contract Labor	\$1,500.00	
Copier Rental	\$2,800.00	
Dues & Subscriptions	\$750.00	
Family District Court Pilot Project	\$21,000.00	See attached Exhibit "2"
Furniture & Fixtures	\$750.00	
Health Insurance	\$6,120.00	
Mileage	\$500.00	
Miscellaneous Expense	\$750.00	
Office Supplies	\$5,000.00	
Payroll Expense	\$67,000.00	
Payroll Processing	\$4,000.00	
Payroll Taxes	\$9,350.00	
Postage	\$400.00	
Professional Services	\$1,000.00	
Rent - Office	\$35,424.00	
Repairs & Maintenance	\$2,000.00	
Telephone	\$3,750.00	
Training Fees Paid	\$1,250.00	
Training Session Expenses	\$1,500.00	
Travel	\$2,159.00	
Volunteer Appreciation	\$500.00	
Web Expenses	\$250.00	

Total Expense	\$221,978.00
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