

AGENDA ITEM

Item #: . 0.

8B

ARF-95

REGULAR SESSION

Date: 04/27/2010

Renewal Agmt Dispute Resolution Center

Submitted By: Ann Werlein, County Judge

Department: County Judge

Renewal Agreement/ Yes

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y/N?: 1

Information

SUMMARY OF ITEM

Approve renewal Agreement between Fort Bend County and Fort Bend County Dispute Resolution Center beginning June 1, 2010 through May 31, 2011. (Fund: Non-Departmental, Fees)

SPECIAL HANDLING

Return to dispute Resolution Center - *Ann*

Fiscal Impact

ACCTG UNIT or GRANT/PROJ NAME: Non-Departmental

ACCT NAME or GRANT/PROJ ACTIVITY: Fees

BUDGETED Y/N: y

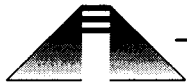
FISCAL SUMMARY:

Fees generated from Court cases to fund dispute resolutuion is approximately \$50,000 annually.

Attachments

Link: Dispute Resolution Renewal

5-7-10 orig. ret. to Ann at Co. Judge



FORT BEND COUNTY DISPUTE RESOLUTION CENTER



MEMORANDUM

TO: Honorable Robert Hebert, Fort Bend County Judge
Honorable Roy Cordes, Fort Bend County Attorney
FROM: Shelly Hudson, Executive Director
DATE: April 15, 2010

RE: DRC Contract Renewal

As you are aware, the DRC proposes to renew the 2009-2010 contract terms with the county for 2010-2011.

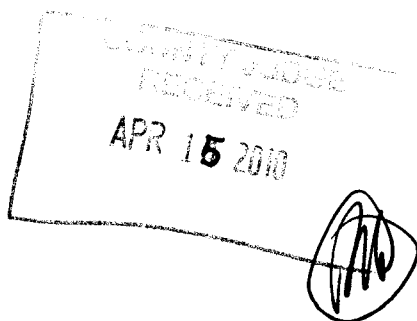
Enclosed you will find the following additional information:

1. 2009-2010 Case Statistics;
2. Year-to-Date Financial Information.
3. 2009-2010 Proposed Contract with Budget; and
4. Calendar of Settlement Weeks and Training Courses.

We look forward to continuing to provide low-cost, effective alternative dispute resolution services to the citizens of Fort Bend County.

If you have questions, please feel free to call me at 281-342-5000 or fbdrc@fbnet.net.

Thank you for your consideration in this matter.



fbdrc@fbnet.net

211 Houston Street • Richmond, Texas 77469

Phone: 281-342-5000 • Fax: Local 281-232-6443; Houston Metro 1-888-303-6443

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") for the peaceable and expeditious resolution of citizen disputes, 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, 2010 and ending on May 31, 2011.
- 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.

FUNDING

The County shall provide funding under this Agreement in the amount of \$132,269.00 as set forth in the Center's yearly budget projection, which amount shall be due and payable upon execution of this Agreement.

III.

MANAGEMENT

- 3.01 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.
- 3.02 The Center's yearly budget projection is attached hereto as Exhibit "A".

IV.

COURT COSTS

- 4.01 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.
- 4.02 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 \$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.

V.

FUND ADMINISTRATION

- 5.01 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.
- 5.02 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.
- 5.03 The County shall provide funding under this Agreement in the amount of \$132,269.00 as set forth in the Center's yearly budget projection, which amount shall be due and payable upon execution of this Agreement.

VI.

INDEPENDENT CONTRACTOR

- 6.01 It is agreed by the parties that at all times and for all purposes hereunder the Center is an independent contractor and not an employee of Fort Bend County. No statement contained in this Agreement shall be construed so as to find any employee if the Center an employee of

the County, and the Center, its agents and employees shall be entitled to none of the rights, privileges or benefits of County employment, unless provided by County authorization.

- 6.02 The Center is to be and shall remain an independent agency with respect to all services performed under this Agreement.

VII.

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.

VIII.

SERVICES NOT PROVIDED

- 8.01 No claim for service furnished by the Center not specifically provided in the Agreement will be allowed by the Center.
- 8.02 The Center shall have the right to petition the County if a budget shortfall occurs.

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 Robert Hebert, County Judge
Fort Bend County
301 Jackson Street, Room 101
Richmond, Texas 77469
281-341-8609 Telephone
281-341-8609 Fax

With copy to: The Honorable Roy Cordes, County Attorney
Fort Bend County
301 Jackson Street, Room 101
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

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.

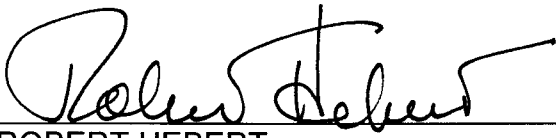
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

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: 
ROBERT HEBERT,
County Judge

DATE: 4-27-2010

ATTEST:

BY: 
DIANNE WILSON,
County Clerk

FORT BEND DISPUTE RESOLUTION CENTER

BY: 
JACQUELINE BLANKENSHIP,
DRC Chairman of the Board

DATE: April 13, 2010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ from the ADR Fund 128 and the amount of \$ _____ from account 010-045-4010 to pay the obligation of Fort Bend County under and within the foregoing contract.

BY: SEE ATTACHED
ED STURDIVANT, Auditor

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 132,269 from account 100409100-63000 to pay the obligation of Fort Bend County under and within the foregoing contract.

BY: _____

ED STURDIVANT, Auditor

**FORT BEND COUNTY DISPUTE RESOLUTION CENTER
Proposed Budget for 2010-2011 Fiscal Year**

Income

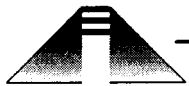
Funds from County (ADR & General Fund)	132,269
Fees from Mediation Services	22,000
Mediation Training Classes	4,000

Total Income **\$158,269**

Expenses

Bank Charges	160
Events & Promotions	2,500
General Liability Insurance	4,500
Health Insurance - Staff	10,200
Independent CPA Services	3,000
Mediation Training	1,200
Miscellaneous Expenses	1,400
Office Supplies	4,200
Part-time Labor	24,660
Payroll Expenses	49,799
Payroll Taxes	5,400
Postage	1,100
Printing	400
Rent - Equipment	850
Rent - Office	34,500
Repairs	1,400
Staff Development	400
Telephone	10,500
Travel	1,500

Total Expenses **\$158,269**



FORT BEND COUNTY DISPUTE RESOLUTION CENTER



Fort Bend Dispute Resolution Center

2010 SETTLEMENT WEEKS & TRAINING COURSES

February 26-28 & March 12-14:

40-Hour Basic Mediation Training

March 22-24:

Settlement Week I

September 20-22:

Settlement Week II

October 15-17:

24-Hour Family Mediation Training

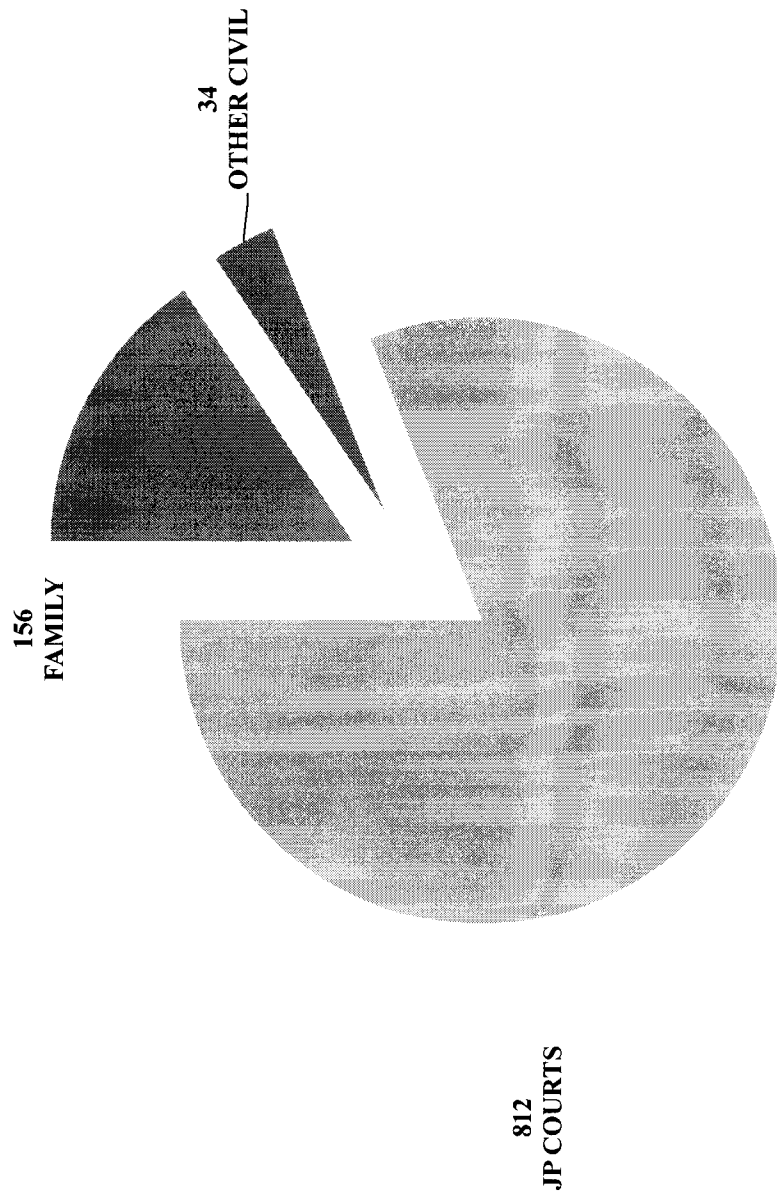
Call Shelly Hudson, Executive Director, at 281-342-5000
for more information and registration materials.

211 Houston Street • Richmond, Texas 77469

Phone: 281-342-5000 • Fax: Local 281-232-6443; Houston Metro 1-888-303-6443

FORT BEND DISPUTE RESOLUTION CENTER

2009 Cases Types



Ft. Bend County Dispute Resolution
Budget vs. Actual
 June 2009 through March 2010

	Jun '09 - Mar '10	Budget
Income		
ADR Fund	110,250.00	110,250.00
Fees	18,981.31	18,333.30
Interest	122.51	320.00
Other Inc	1,955.00	500.00
Training Sessions	4,700.00	4,000.00
Total Income	136,008.82	133,403.30
Expense		
Bank charges	202.00	320.00
Bus. Insurance	5,101.82	3,000.00
Cleaning and Maintenance	3,540.00	3,600.00
Dues & Subscriptions	887.00	900.00
Health Insurance	8,695.56	8,855.00
Med. Training	190.00	
Mileage	286.20	250.00
Misc. Expense	30.00	250.00
NSF Fees	127.00	
Office Expense	364.25	
Office Supplies	5,174.90	4,250.00
Payroll Expenses		
Bonuses	0.00	7,000.00
Gross Wages	68,327.74	
Payroll Expenses - Other	0.00	63,000.00
Total Payroll Expenses	68,327.74	70,000.00
Payroll Processing	1,378.03	1,450.00
Payroll Taxes		
FICA	4,236.29	4,050.00
Medicare	990.69	1,050.00
Total Payroll Taxes	5,226.98	5,100.00
Postage	198.00	250.00
Printing	103.93	100.00
Professional Services	1,225.00	
Refunds/Returns	95.00	
Rent--Office	23,781.04	25,750.00
Repairs & Maintenance	448.60	400.00
Telephone	7,372.42	7,500.00
Training Session Expenses	829.78	
Travel	511.29	600.00
Uncategorized Expenses	74.99	
Total Expense	134,171.53	132,575.00
Net Income	1,837.29	828.30