

19A

ARF-1626

REGULAR SESSION AGENDA

Date: 09/28/2010

Texana FY11

~~Item # 45.0:~~

Public Transportation

Submitted For: Public Transit

Submitted By: Ann Werlein, County Judge

Department: County Judge

Type of Item: Consent

Renewal Agreement/ Yes

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals 2

Y/N?:

Information

SUMMARY OF ITEM

Approve renewal on contract between Fort Bend County and Texana Center for an amount not to exceed \$500,000 to provide a unified delivery system for mental health and mental retardation services for residents of the county. (Fund: Public Transit, Fees)

SPECIAL HANDLING

Attachments

Link: Contract

10-5-10 2 origs. ret. to Paulette at Pub. Transp.

so

2

COUNTY OF FORT BEND

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RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND TEXANA CENTER

THIS AGREEMENT is now made by and between **FORT BEND COUNTY, TEXAS** (herein referred to as "COUNTY"), a body corporate and politic under the laws of the State of Texas acting pursuant to the duly authorized act of its Commissioner's Court, and **TEXANA CENTER** (hereinafter referred to as "TEXANA"), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000), as amended.

WITNESSETH:

WHEREAS, since 1999, the County and Texana have entered into an Interlocal Agreement to establish and provide a unified delivery system for Mental Health and Mental Retardation services for residents of Fort Bend County; and

WHEREAS, Texana has established programs and services as described in Exhibit “A”, and attached hereto and incorporated by reference as if included herein verbatim, to serve those groups of persons with mental illness or mental retardation in Fort Bend County that are most in need of such services; and

WHEREAS, as provided in the Texas Health & Safety Code, Chapter 534 § 534.019, a local agency may contribute funds to assist in the administration of the community center's programs and services; and

WHEREAS, the County desires to provide its proportionate share of matching funds for the administration of Texana's programs, services and transportation related activities for residents of Fort Bend County; and,

WHEREAS, Texana desires to have the County repair and maintain its vehicles; and,

WHEREAS, the County desires to provide the labor of one (1) mechanic to be paid for by Texana; and,

WHEREAS, Texana desires the County's assistance in the refueling of its vehicles; and

WHEREAS, the County desires to assist Texana by allowing said vehicles to be fueled in at the Fort Bend County fuel depot located in Richmond, Texas; and,

WHEREAS, the governing body of Texana has duly authorized this Agreement; and,

WHEREAS, this is a contract for professional services and is exempt from competitive bidding as authorized by Section 262.024 of the Local Government Code;

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791 of the Texas Government Code, V.T.C.A., the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

AGREEMENT

I. ADMINISTRATION PROGRAMS AND SERVICES

- A. Texana shall provide services as described in Exhibit "A" to serve those groups of persons with mental illness or mental retardation in Fort Bend County that are most in need of such services.
- B. The County shall make available to Texana an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), which shall be credited and/or allocated for payment of services described in sections II and III.
- C. Any payment of funds to Texana by County shall occur at the end of any term of this agreement after the County Auditor performs a financial analysis of the services provided to Texana under this agreement and in accordance with Section V below.

II. VEHICLE REPAIR AND MAINTENANCE

- A. The County shall have the discretion to provide the following minor maintenance services based on manufacturer's recommended services policy by and through its Vehicle Maintenance Department on Texana vehicles, including but not limited to:
 - 1. check brake linings;
 - 2. check exhaust systems;
 - 3. check steering and shocks;
 - 4. check wheel bearings;
 - 5. lubricate and check fluid levels;
 - 6. change oil;
 - 7. check for alignment;
 - 8. check tire rotation and balance;
 - 9. check air filter;
 - 10. check P.C.V.;
 - 11. check battery terminals;
 - 12. check charging systems;
 - 13. check A/C and heating;
 - 14. check spare and mount;
 - 15. check emergency equipment;
 - 16. tune-up;
 - 17. transmission service: change fluid, and filter;
 - 18. lubricate hinges and latches; and
 - 19. tire replacement.
- B. The County shall provide a detailed invoice of all costs of parts and labor by and through the County Vehicle Maintenance Department.
- C. The County shall offset the costs of the services provided in this section (II) against the funds provided by the County to Texana in section I.
- D. Texana shall be responsible for the cost of all parts, supplies and labor as invoiced from the County by and through its Vehicle Maintenance Department.

III. FUEL

- A. The County shall provide Texana gasoline through a system designed to ensure accountability by Texana using receipts and monthly statements for the gasoline at the same price the County was able to purchase.
- B. The County shall provide Texana a detailed invoice for gasoline received/consumed by Texana on a monthly basis.
- C. The County shall offset the costs of the services provided in this section (III) against the funds provided by the County in section I.
- D. Both parties agree that the maximum amount of liability for pollution and/or contamination caused by Texana is \$10,000 for the tanks, pumps, and the storage facility for the fuel owned by the County.

- E. Texana shall carry a Financial Guaranty Bond in an amount of \$10,000 as long as this contract is in force, with said Bond to serve as a guaranty that Texana will be financially responsible in the cleanup of fuel spills caused by Texana, in order to comply with EPA requirements.
- F. Texana shall maintain General Liability Coverage with limits of not less than \$400,000 per occurrence, \$400,000 in aggregate, and to provide County with a certificate reflecting these limits.
- G. Texana shall maintain Automobile Liability Insurance that provides coverage for owned, hired, and non-owned automobiles. Liability limits shall be greater than or equal to \$400,000 combined single limit per accident for bodily injury and property damage.
- H. Texana shall maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas and Employer's Liability limits of \$500,000 per accident.
- I. Texana shall name Fort Bend County, its' elected and appointed officials, employees and agents as additional insureds to required coverages, except for Workers Compensation.
- J. Texana shall provide coverages with a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certificate of coverage shall be delivered to County on or before the date of this Agreement. All coverages specified shall remain in effect during the term of this Agreement. Texana shall provide sixty (60) days prior written notification to the County for any change or cancellation of the certificates or policies described herein. Any termination of coverage shall result in immediate termination of this Agreement. All required policies shall provide waiver of subrogation in favor of the County.

IV. TERM

- A. The initial term of this Agreement shall commence on October 1, 2010 and end on September 30, 2011, unless sooner terminated as provided in this Agreement.
- B. This agreement is subject to renewal upon express written consent of both parties.
- C. This Agreement may be terminated at anytime, without cause, by either the County or Texana by giving (30) days written notice to the other party.
- D. In the event of termination, any funds/services provided to Texana by the County shall immediately cease and any future requests for fund/services shall be subject to renegotiation.

V. PAYMENT/CREDIT

- A. The County shall subtract the costs of all services incurred by Texana and/or provided to Texana as described in sections II and III from the funds provided by the County as described in section I.
- B. The County Auditor shall perform a financial analysis at the end of any term of this agreement to determine whether the services provided by the County to Texana in sections II and III exceed the funds allocated to Texana in section I.
- C. The County shall promptly remit to Texana any remaining funds allocated to Texana in section I after the subtraction of the cost of all services incurred by Texana and/or provided to Texana by County as described in sections II and III.
- D. The County shall submit an invoice to Texana for the cost of all services incurred by Texana and/or provided to Texana by County in sections II and III that exceed the funds allocated to Texana in section I.
- E. Any payment owed to County by Texana under this agreement shall be paid in full by Texana within thirty (30) days of receipt of invoice. Failure of Texana to pay any amount owed to County within thirty (30) days of receipt of invoice shall call for the immediate termination of this agreement.

VI. HOLD HARMLESS AND INDEMNIFY

Texana releases and forever discharges the County from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from all losses or damages of any kind, including attorneys fees and court costs, sustained as a consequence of or in any way related to any actions or conduct of the

County regarding this agreement. By this indemnity, Texana indemnifies and holds harmless the County from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from all losses or damages of any kind which may be made by persons or entities claiming by or through Texana, as a consequence of or in any way related to any actions or conduct of the County relating in any way to this agreement.

VII. INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- A. In the performance of work or services hereunder, all personnel and/or agents employed by Texana for services under this agreement are deemed independent contractors and shall not be deemed to be employees, agents or servants of the County and shall not be entitled to any privileges or benefits of County employment.
- B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as in constituting Texana (including its officers, employees, and agents), representatives or employees of the County for any purpose or in any manner whatsoever.

VIII. NOTICES

Notices, correspondence, and all other communications shall be addressed as follows:

To County: Fort Bend County
301 Jackson St., Suite 719
Richmond, Texas 77469
Attn: Robert E. Hebert, County Judge

To Texana: Texana Center
4910 Airport
Rosenberg, Texas 77471
Attn: George Patterson, Executive Director

IX. MISCELLANEOUS

- A. 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.
- B. In the event of 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 effect 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. Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.
- E. This agreement is non-assignable.

X. ENTIRE AGREEMENT

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

9-28-2010

ATTEST: _____

[Signature]

Dianne Wilson, County Clerk

TEXANA CENTER

By: _____

[Signature]
George Patterson, Chief Executive Officer

Date: _____

9.20.2010

Auditor's Certificate

I hereby certify that funds are available in the amount of \$500,000.00 to pay the County's obligation in the aforementioned Agreement.

[Signature]

Ed Sturdivant, County Auditor

Exhibit A: Description of Services

EXHIBIT "A"
SUMMARY OF SERVICES PROVIDED IN FORT BEND COUNTY

Developmental Disabilities Services

- Eligibility Determination
- Service Coordination
- Continuity of Services
- Supported Home Living
- Respite Services
- Habilitation Services
- Specialized Therapies
- Vocational Training
- Individualized Competitive Employment
- Family Living
- Residential Living
- In-Home and Family Support
- Information Screening, and Referral
- Comprehensive Diagnosis and Evaluation
- Case Management
- Family Training and Support
- Early Childhood Intervention
- Home and Community-Based Services
- Intermediate Care Facilities
- Behavior Treatment and Training Center

Behavioral Healthcare Services

- 24-Hour Crisis Intervention
- Psychiatric Assessment
- Counseling and Psychotherapy
- Family Support
- Medication Management and Education
- Medicare Prescribing
- Case Management
- Rehabilitation
- Vocational
- Respite
- Inpatient Screening and Referral
- Eligibility Determination
- Assertive Community Treatment

Support Services

- Administration (CEO and Management Staff)
- Accounting and Financial Management
- Human Resources
- Maintenance
- Information Technology

TEXAS COUNCIL RISK MANAGEMENT FUND
DECLARATIONS OF COVERAGE



Member Name: Texana Center
 Contract Number: 00013
 Fund Year: 2010 - 2011

Declarations Effective Date: 09/01/10 12:01 AM
 Declarations of Coverage Number: 1:10-11

A. WORKERS' COMPENSATION

Coverage Basis	N/A
Volunteers	N/A
Elected / Appointed Officials	N/A
Piece-Rate Client Workers	N/A
Wage-Earning Client Workers (less than minimum wage)	N/A
Annual Contributions (Estimated)	N/A
Per Claim Deductible	N/A
Annual Aggregate Deductible	N/A
Effective Date	N/A
Expiration Date	N/A
Original Inception Date	N/A

B. LIABILITY COVERAGES

Automobile Liability Coverage

Per Occurrence Limit of Liability	\$ 400,000
Annual Aggregate	N/A
Deductible	\$ 1,000
Annual Contribution	\$ 72,966
Effective Date	09/01/10 12:01 AM
Expiration Date	09/01/11 12:01 AM
Original Inception Date	09/01/88 12:01 AM
Additional Per Occurrence and Annual Aggregate Limit of Liability	N/A
in Excess of \$1,000,000	N/A
Additional Contribution	

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A
		N/A	

(END-1)

ENDORSEMENTS

Non-Owned AL Endorsement	See Endorsement Worksheet
Uninsured/Underinsured Motorists - New Rates Eff 12/31/01	See Endorsement Worksheet

B. LIABILITY COVERAGES (continued)Texana Center
00013**General Liability Coverage**

Per Occurrence Limit of Liability \$ 400,000
Annual Aggregate \$ 400,000 (LB-1)
Deductible \$ 1,000
Annual Contribution \$ 6,809
Effective Date 09/01/10 12:01 AM
Expiration Date 09/01/11 12:01 AM
Original Inception Date 09/01/11 12:01 AM

Additional Per Occurrence and Annual Aggregate Limit of Liability N/A
in Excess of \$1,000,000

Additional Contribution N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Professional Liability Coverage

Per Claim Limit of Liability \$ 1,000,000
Annual Aggregate (Increased Annual Aggregate Effective 09/01/94) \$ 3,000,000
Deductible \$ 1,000
Annual Contribution \$ 19,714
Retro Active Date 09/01/1991 12:01 AM
Effective Date 09/01/10 12:01 AM
Expiration Date 09/01/11 12:01 AM
Original Inception Date 09/01/88 12:01 AM

Additional Per Claim and Annual Aggregate Limit of Liability N/A
in Excess of \$1,000,000

Additional Contribution N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Sexual Misconduct Endorsement

See Endorsement Worksheet

B. LIABILITY COVERAGES (continued)Texana Center
00013**Errors and Omissions Liability Coverage**

Per Claim Limit of Liability \$ 1,000,000
Annual Aggregate \$ 1,000,000
Deductible \$ 1,000
Annual Contribution \$ 49,900
Retro Active Date N/A
Effective Date 09/01/10 12:01 AM
Expiration Date 09/01/11 12:01 AM
Original Inception Date 09/01/88 12:01 AM

Additional Per Claim and Annual Aggregate Limit of Liability N/A
in Excess of \$1,000,000
Additional Contribution N/A

Excess Layer(s)	Effective Date	Expiration Date	Notes
N/A	N/A	N/A	N/A

ENDORSEMENTS (END-1)

Expanded Employment Practices

See Endorsement Worksheet

C. PROPERTY COVERAGES

Coverage Basis All Risk (PR-1)
Valuation Method for Loss Adjustment
Real and Personal Property Replacement Cost (PR-2)
Mobile Equipment & Automobile Physical Damage Catastrophe Coverage Actual Cash Value

Blanket Limit Each Occurrence \$24,452,791
Blanket Per Occurrence Deductible \$ 5,000

Annual Contribution \$ 39,627
Effective Date 09/01/10 12:01 AM
Expiration Date 09/01/11 12:01 AM
Original Inception Date 09/01/88 12:01 AM

ENDORSEMENTS (END-1)

Boiler & Machinery Endorsement

See Endorsement Worksheet

Not Elected

D. AUTOMOBILE PHYSICAL DAMAGE COVERAGES

Texana Center
00013

Valuation Method	Actual Cash Value	
Property Coverage	As Scheduled	
Collision Deductible per Vehicle	Varies by vehicle	(APD-1)
Comprehensive Deductible per Vehicle	Varies by vehicle	(APD-1)
Specified Causes Deductible per Vehicle	N/A	(APD-1)
Rental Reimbursement Coverage	No	(APD-1)
Annual Contribution	\$ 56,878	
Effective Date	09/01/10 12:01 AM	
Expiration Date	09/01/11 12:01 AM	
Original Inception Date	12/21/88 12:01 AM	

FootnotesTexana Center
00013

END-1 Reference individual endorsement worksheet for additional information.

LB-1 GL Annual Aggregate Applicable to Products, Completed Operations, Contractual and Personal Injury Coverages.

PR-1 Windstorm Coverage – Named Storm Wind:

1. Tier 1 Windstorm: Windstorm coverage is excess of the maximum amount of coverage available from the Texas Windstorm Insurance Association (TWIA) in the 14 eligible counties designated as Tier 1, subject to a \$4,000,000 minimum deductible per occurrence per Location (Total TIV at location).
2. Harris County Windstorm: 2% per occurrence per Location (Total TIV at location) deductible, subject to a \$75,000 minimum deductible per Location (Total TIV at location) shall apply for all locations in Harris County.
3. Location shall mean all properties, regardless as to the number scheduled with the Fund, at the same physical address. Total insured values (TIV) at the location shall mean the sum of all replacement cost values for buildings, contents and property in the yard without regard to the sublimit, at the location.
4. For properties not located in Tier 1 or in Harris County, the member's standard deductible will apply.
5. Named Storm Wind is defined as the direct action of wind, including wind driven rain, storm surge, and flood when associated with or occurring in conjunction with a storm or weather disturbance, which is named, by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority as a numbered catastrophe.

Flood Coverage:

1. A minimum deductible of \$100,000 applies to all locations situated between the 100 year flood zone and 500 year flood zone as designated by the Federal Emergency Management Agency (FEMA).
2. Flood Coverage is excluded for property located in the 100 year flood zone A, zone V and zones prefixed A or V as shown in the most recent documentation published by the Federal Emergency Management Agency (FEMA), or other qualified and recognized authority in the absence of FEMA.
3. For property at locations other than the 100 year flood zones and other than situated between the 100 year flood zone and the 500 year flood zone, the member's standard deductible will apply for flood coverage.
4. The aggregate limit for loss by flood in any single Fund Year shall not exceed \$10,000,000 at all locations not situated within the 100 year flood zone A, zone V, and zones prefixed A or V as shown in the most recent documentation published by the Federal Emergency Management Agency (FEMA), or other qualified and recognized authority in the absence of FEMA.

PR-2 Coverage for buildings is provided on a replacement cost basis unless otherwise noted on the building and contents schedule.

PR-3 Coverage for mobile equipment is provided on an actual cash value basis unless otherwise noted on the mobile equipment schedule.

Footnotes

Texana Center
00013

- PR-4 The following types of property must be scheduled to be covered:
 Fences, Gates, Retaining Walls, Flag Poles, Radio or Television Antennas and their lead in wiring,
 Masts or Towers, Signs, Swimming Pools, Bulkheads, Piers, Wharves or Docks, Sidewalks,
 Driveways, Curbs, Patios, Parking Lots and other paved surfaces and free standing Lights and
 Light Poles.
- APD-1 Coverages and deductibles may vary by vehicle. The automobile physical damage vehicle
 schedule should be referenced to determine specific coverages and deductibles on a particular
 vehicle.
- APD-2 The Limit per vehicle for Hired Auto APD Coverage is \$35,000. The deductible for comprehensive
 and collision coverage under Hired Auto APD coverage is \$500.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 69141259 briefly described as CLEANUP OF FUEL SPILLS COUNTY OF FORT BEND

for TEXANA MHMR

_____, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning June 19, 2010, and ending June 19, 2011, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 30 day of March, 2010.



WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Senior Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CLEANUP OF FUEL SPILLS COUNTY OF FORT BEND

bond with bond number 69141259

for TEXANA MHMR

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Senior Vice President Paul T. Bruflat with the corporate seal affixed this 30 day of March, 2010.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 30 day of March, 2010, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires November 30, 2012

D. Krell
Notary Public