

**ARF-3147**

**REGULAR SESSION AGENDA**

**County Judge**

**Date: 03/08/2011**

**Regional Concil Contract**

**Submitted By:** Ann Werlein, County Judge

**Department:** County Judge

**Type of Item:** Consent

**AGENDA ITEM**

**Renewal Agreement/** Yes

7A

**Appointment:**

**Reviewed by County** Yes

**Attorney's Office:**

**Multiple Originals** n

**Y/N?:**

**Information**

**SUMMARY OF ITEM**

Take all appropriate action to approve Renewal Agreement between Fort Bend County and Fort Ben Regional Council on Substance Abuse, Inc. in the amount of \$30,000 for FY 11. (Fund: Non-Departmental, Fees)

**SPECIAL HANDLING**

**Attachments**

Link: Contract

3/14/11 original returned to Ann at County Judge

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND  
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.**

THIS AGREEMENT, made by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "**County**"), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and **FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.** (hereinafter referred to as "**FB Council**"), acting herein by and through its duly authorized officers.

**WITNESSETH:**

**THAT WHEREAS**, the **COUNTY** does not have a program for alcohol and drug abuse for its citizens; and,

**WHEREAS**, the **COUNTY** desires to contract with **FB COUNCIL** to provide certain services to alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

**WHEREAS**, the **COUNTY** desires to assist **FB COUNCIL** in its programs for alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

**WHEREAS**, **FB COUNCIL** desires to provide qualified staff and services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

**WHEREAS**, **FB COUNCIL** desires to provide assessment and evaluation programs, referral services, case management, and education, and related services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

**WHEREAS**, **FB COUNCIL** desires to provide a coordination service with the various service agencies and Justice Courts in Fort Bend County pertaining to alcohol and drug abuse;

**WHEREAS** the services provided by **FB COUNCIL** are exempt from the competitive bidding requirements pursuant to § 262.024(a)(4), Texas Local Government Code.

**NOW, THEREFORE**, in consideration of the mutual representations and promises herein contained the **COUNTY** and **FB COUNCIL** agree as follows:

**I.**

**FB COUNCIL** agrees that it will provide an assessment program for all citizens of Fort Bend County. The purpose of the assessment will be to evaluate whether there is a problem of alcohol or other drugs with an individual or significant other (including, but not limited to, family members and employers), with no charge to County residents.

**II.**

**FB COUNCIL** agrees that it will provide a referral service for citizens of Fort Bend County on an individual basis to an appropriate program, including but not limited to hospitals, doctors, counselors, halfway houses, support groups, in-house services and programs.

**III.**

**FB COUNCIL** agrees that it will provide educational programs and assistance to schools, businesses, industry and civic groups within Fort Bend County on alcoholism and drug abuse to assist the citizens of Fort Bend County to combat alcohol and drug abuse.

**IV.**

**FB COUNCIL** agrees that it will coordinate services with the several other service agencies throughout Fort Bend County to improve the evaluation and treatment of alcohol and drug abuse, and to improve the quality of service for alcohol and drug abuse in Fort Bend County.

**V.**

**FB COUNCIL** agrees it will provide the **COUNTY** with an annual independent audit of its operations and **FB COUNCIL** further agrees that the **COUNTY** may conduct an independent audit should **COUNTY** desire same.

**VI.**

**FB COUNCIL** agrees to defend, save, hold harmless and indemnify the **COUNTY** from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of **FB COUNCIL's** actions pursuant to this contract.

**VII.**

The **COUNTY** agrees to provide **FB COUNCIL** an amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** in consideration of **FB COUNCIL** performing the services stated in this contract. The term of this contract is for twelve (12) months beginning **October 1, 2010** and ending on **September 30, 2011**. Either party may terminate this agreement, without cause, by providing thirty (30) days written notice to the other party. **COUNTY** agrees to pay **FB COUNCIL** for said services upon execution of this contract by both parties and upon receipt of **FB COUNCIL's** invoice therefore. The County's contribution in no way is to be associated in any manner with any program that Texas Commission on Alcohol and Drug Abuse (TCADA) fully or partially funds.

**VIII.**

The provisions of this contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby, unless in the opinion of the **COUNTY** or **FB COUNCIL** the purposes of the contract have been rendered useless.

**IX.**

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this contract cannot be assigned without prior written consent of the **COUNTY**.

**X.**

This contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

**XI.**

Each party represents and warrants to the other that this contract is binding upon and enforceable against such party.

**IN WITNESS WHEREOF**, the parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date approved by County.

**FORT BEND COUNTY**

By:   
Robert E. Hebert, County Judge

Date: 3-22-2011

**FORT BEND REGIONAL COUNCIL  
ON SUBSTANCE ABUSE, INC.**

By:   
Executive Director

Date: 02142011

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of **\$30,000.00** to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Ed Sturdivant, County Auditor