

STATE OF TEXAS §
COUNTY OF FORT BEND §

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

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").

WITNESSETH:

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:

**I.
TERM**

- 1.01 The term of this Agreement shall be for one year beginning on June 1, 2011 and ending on May 31, 2012.
- 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.
- 2.02 No claim for service furnished by the Center not specifically provided in the Agreement will be allowed by the Center.

III. **FUNDING**

- 3.01 As consideration for this Agreement, County will pay Center an amount not to exceed \$132,269.00.
- 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 "A."

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 \$132,269.00 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 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.

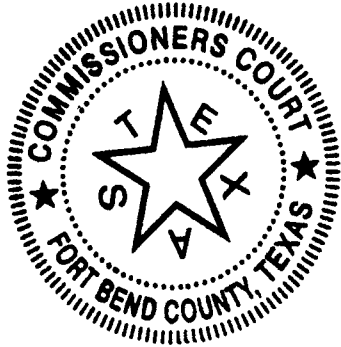
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING


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: May 24, 2011

ATTEST:

BY: 
DIANNE WILSON,
County Clerk

FORT BEND DISPUTE RESOLUTION CENTER

BY: 
JACQUELINE BLANKENSHIP,
DRC Chairman of the Board

DATE: 5/12/11

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 132,269.00 from account 100409100-63000 to pay the obligation of Fort Bend County under and within the foregoing contract.

BY: 
ED STURDIVANT, Auditor

I/mtr/agreements/drc/05.11.11 file no _____

FORT BEND COUNTY DISPUTE RESOLUTION CENTER
Proposed Budget for 2011-2012 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**