

THE STATE OF TEXAS §

TEXANA OF FORT BEND §

**CRISIS INTERVENTION TEAM OCCUPANCY AGREEMENT
BETWEEN COUNTY CENTER AND FORT BEND TEXANA**

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.

W I T N E S S E T H:

WHEREAS, FORT BEND COUNTY and TEXANA CENTER (collectively the "Parties") are both participants in the Medicaid Transformation Waiver 1115 federal waiver program that allows the State of Texas to expand Medicaid managed care while preserving hospital funding, provides incentive payments for health care improvements and which directs more funding to hospitals that serve large numbers of uninsured patients; and

WHEREAS, participation in the Waiver Program requires the development of Regional Healthcare Partnerships; and

WHEREAS, both Parties wish to work as a Regional Healthcare Partnership in Fort Bend County; to serve individuals with mental illness or mental retardation in the Fort Bend County area; and

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:

**SECTION ONE
COUNTY USAGE OF THE LEASED PREMISES**

- A. As consideration for this Occupancy Agreement, COUNTY agrees to staff a Crisis Intervention Team (CIT) which is a first responder model of police based crisis intervention with community, health care, and advocacy partnerships. The CIT will be managed by and through the Fort Bend County Sheriff's Office.
- B. TEXANA agrees to make approximately 400 square feet of office space available to County at TEXANA's Crisis Center located at 5311 Avenue N, Rosenberg, TX 77471. The office space will be used by the CIT. COUNTY will make no use of any common or shared area in any manner or form that shall unreasonably interfere with the use being made of such area by any other party authorized to use the same, whether such use be authorized by law, rule, regulation or agreement.
- C. COUNTY will abide by and respect all reasonable requests that may be made by TEXANA regarding the use by COUNTY of such rooms or any other areas held in common or otherwise shared by those parties authorized to use the Center.

- D. Access to and the use of any parking areas adjacent to the premise by COUNTY shall be shared with all other parties entitled to use the same.
 - 1. COUNTY has no entitlement to reserved parking on the part of COUNTY and that its access to and use of the parking areas shall be on a first come, first served basis.
 - 2. As used in throughout this Agreement, whenever the context otherwise requires, the term "COUNTY" includes COUNTY's guests, clients, patrons, invitees, permittees, licensees or any other persons, whether natural or corporate, holding under COUNTY, and COUNTY will, to the extent practicable, advise such parties of their responsibilities regarding the use of any common shared areas.
- E. COUNTY will (at its own expense) separately secure and contract for telephone and/or telecommunications services, including local and/or long distance telephone service as well as internet service, which may be necessary to County in its use of the office space.
- F. COUNTY will not, in whole or in part, transfer, assign, all or any portion, abandon, or otherwise dispose of its rights under this Agreement, without the prior express written consent of TEXANA.

SECTION TWO TERM & TERMINATION

- A. Both parties agree that the effective term of this Agreement will be effective upon signature of COUNTY and will terminate at midnight on September 30, 2014.
- B. 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.
- C. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.
- D. Upon the expiration or termination of the Term, for whatever cause, COUNTY shall immediately, quietly and peaceably, surrender to TEXANA possession of the Leased Premises in "broom clean" and good order, condition and repair, except only for ordinary wear and tear.
- E. If COUNTY fails to surrender possession as herein required, TEXANA may initiate any and all legal action as TEXANA may elect to dispossess COUNTY and all of its property, and all persons or firms claiming by, through or under COUNTY and all of their property, from the Leased Premises, and may remove from the Leased Premises and store (without any liability for loss, theft, damage or destruction thereto) any such property at COUNTY's sole cost and expense.
- F. If COUNTY fails to surrender possession of the Leased Premises in the condition herein required, TEXANA may, at COUNTY's sole expense, restore the Leased Premises to such condition.

SECTION THREE INSPECTION

- A. COUNTY agrees that it:
 - 1. Has made its own inspection of the Leased Premises;
 - 2. Accepts the Leased Premises in the condition in which it exists on the date of this Agreement;
 - 3. Has made its own determination as to the suitability of the Leased Premises for the uses for which COUNTY may put the same;
 - 4. Has received and is receiving from the TEXANA hereunder absolutely no warranty or representation as to the condition of, or suitability of the Leased Premises.

SECTION FOUR
EQUIPMENT, FURNISHING MAINTENANCE AND REPAIRS

- A. Texana will provide the furniture and office chairs needed for the office space. COUNTY shall be responsible for any other equipping and the furnishing of the Leased Premises in a manner suitable for the uses which it will be put, including the installation of any personal property, trade fixtures or other special equipment or the making of any non-building standard improvement, as well as the cost thereof; except as provided in Section 4B.
- B. Without limitation, and as part of the consideration for the grant by the TEXANA of its right to use the premise, COUNTY will, at its own expense, separately secure and contract for telephone and/or telecommunications services, including local and/or long distance telephone service as well as internet service, which may be necessary to COUNTY in its enjoyment and use of the Leased Premises. All utilities, other than telephone and internet, shall be the responsibility of TEXANA.
- C. In the event the installation of any non-building standard improvement or trade fixture is contemplated, COUNTY shall consult with TEXANA and receive written permission prior to commencing any work and shall comply with any special instructions which TEXANA may have concerning the installation.
 - 1. All work shall be performed in a manner that minimizes the disruption to any other user of the Center's facilities and which will result in the least amount of damage or alteration to the structure.
 - 2. Subject to the terms and provisions of this subsection, to the extent the existing wiring, plumbing or other systems are adequate for its needs, COUNTY may use the same.
 - a. Should any such systems be inadequate for COUNTY's needs, and it becomes necessary for such systems to be upgraded or modified, COUNTY may do so upon the prior written consent of TEXANA.
 - b. Consent shall include the right of COUNTY to make alterations for the above described purposes in those areas of the Center outside the Leased Premises so long as they are done without unnecessary disruption to the operation of the Center and with reasonable dispatch.
 - c. COUNTY shall alone bear the cost of any alteration or up-grading of existing systems and shall promptly restore the affected areas to an architecturally whole condition, or in the alternative, TEXANA may restore the same and COUNTY shall reimburse the TEXANA for the reasonable expense thereof.
 - 3. COUNTY will secure the services of reputable contractors in the conduct of any work performed and will be liable for any damages occurring to the Center, including the Leased Premises, caused by the acts of its contractors or agents.
- D. Notwithstanding anything contained herein to the contrary, any and all repairs, modifications and/or replacements, of any kind, to the Leased Premises must follow and comply with all TEXANA guidelines and be approved in writing, prior to commencement.
- E. TEXANA shall be responsible for all modifications or alterations necessary to comply with the Americans with Disabilities Act and/or the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations and other requirements, now or hereafter in force, of all federal, state and local governmental bodies and agencies which are applicable to the Leased Premises and common areas of the Center;
- F. COUNTY will not permit any mechanic's lien, or liens, or any other type of lien to be placed upon the Center and/or Leased Premises or upon improvements on the Center and/or Leased Premises.
 - 1. If a mechanic's lien or any other type of lien is filed on the Center and/or Leased

- Premises or on improvements to the Center and/or Leased Premises, COUNTY will promptly pay the lien.
2. If default in payment of the lien continues for thirty (30) days after written notice from TEXANA to COUNTY, TEXANA may, at its option, pay the lien or any portion of it without inquiry as to its validity.
 3. Any amounts paid by TEXANA to remove a mechanic's lien or any other type of lien caused to be filed against the Center and/or Leased Premises or against improvements on the Center and/or Leased Premises by COUNTY, including expenses and interest, shall be due from COUNTY to TEXANA and shall be repaid to TEXANA immediately on rendition of written notice.
- G. A lien will be filed under Chapter 9 of the Business and Commerce Code to pledge equipment listed as security for payment of this Agreement.

SECTION FIVE USAGE BY COUNTY

- A. COUNTY shall use the Leased Premises for the purpose of operating its programs and for no other activity or event which is not sponsored by COUNTY or not otherwise permitted or sanctioned under its articles of incorporation, charter, by-laws, policies or which is not otherwise provided for under the laws, rules or regulations governing recipients of grants or financial assistance.
- B. COUNTY will at all times comply with any and all orders, regulations and policies, and amendments thereto, issued by the TEXANA for the purpose of maintaining an orderly and compatible use of the Center by all parties involved.
- C. Any COUNTY event or activity permitted under the terms of this Agreement to be conducted upon the Leased Premises shall be supervised by COUNTY's personnel or designated representatives who shall be properly trained, adequate in number and who shall remain on the Leased Premises during the course of the event or activity.

SECTION SIX COMPLIANCE WITH FEDERAL LAW

COUNTY shall comply with, and cause all who take advantage of its programs and offerings at the Center to comply with, Title VI of the Civil Rights Act of 1964, in that "no person shall, on the ground of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination."

1. In addition, no person shall be excluded from participation or denied the benefits of COUNTY's services on the basis of creed.
2. COUNTY will publicize this policy.

SECTION SEVEN REMOVAL OF COUNTY PROPERTY

- A. Upon the expiration of the initial term of this Agreement, or upon the expiration of any extended term, should such term have been extended, whether once or successively, all personal property, trade fixtures or non-building standard improvements placed on the Leased Premises by COUNTY shall be removed by COUNTY upon the request of TEXANA.
- B. Should the installation of any such personal property, trade fixture or non-building standard improvement alter the Leased Premises such that its removal will damage the premise,

COUNTY shall repair and restore the same to an architecturally whole condition such that it may again be used for the purposes for which it was originally constructed.

SECTION EIGHT OPERATION OF THE LEASED PREMISES

- A. The Parties acknowledge and agree that the services provided under this Agreement are subject to state and federal laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient/inmate information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations hereunder as may be amended from time to time. The Parties will at all times comply and requires that any personnel comply with all applicable provisions of such laws, regulations and policies.
- B. In addition to Section 8A, the Parties will promptly and fully comply with all laws, ordinances, regulations or other requirements, now or hereafter in force, of all federal, state and/or local governmental bodies and agencies which have jurisdiction of any nature over the Leased Premises or COUNTY's use or occupancy thereof.
- C. To the extent applicable and allowed by law, COUNTY will participate in the record keeping system and/or requirements of the Center required by TEXANA.
- D. COUNTY will not use or allow the Leased Premises to be used for any unlawful purposes; nor will COUNTY cause, maintain or permit any nuisance in or about the Leased Premises, or commit or suffer to be committed any waste of or upon the Leased Premises.
- E. At all times COUNTY will operate the Center and its programs at the Center in a manner that portrays TEXANA in a positive light and in a manner that upholds the lofty ideals and standards of TEXANA, as reasonably determined solely by TEXANA.
 - 1. At no time will COUNTY operate the Center or its programs at the Center in a manner that would bring harm or disrepute to TEXANA, as reasonably determined solely by TEXANA, nor will COUNTY allow and/or tolerate any such activity.
 - 2. Breach of this subsection C. shall be grounds for immediate termination of this Agreement.
- F. COUNTY will not, in its use of and operations on and within the Leased Premises:
 - 1. Bring or allow to be brought or kept upon the Leased Premises illegal weapons, illegal substances and/or alcoholic beverages of any kind; or
 - 2. Permit upon the Leased Premises the existence of any unsafe or unsanitary condition.
- G. TEXANA may enter the Leased Premises at any time:
 - 1. To inspect same;
 - 2. To determine whether COUNTY is complying with the provisions of this Agreement;
 - 3. To post notices;
 - 4. To make repairs or provide maintenance; and/or
 - 5. For any reason that TEXANA may, in its sole discretion, deem worthy.

SECTION NINE INSURANCE REQUIREMENTS

- A. County shall maintain General Liability Coverage with limits of not less than \$400,000 per occurrence, \$400,000 in aggregate, and to provide Texana with a certificate reflecting these limits.

- B. County 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.
- C. County shall maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas.
- D. County shall name Texana, its' board members, employees and agents as additional insureds to required coverages, except for Workers Compensation.
- E. County shall provide coverage with a company acceptable to Texana and a copy of the policy or certificate of coverage shall be delivered to Texana on or before the date of this Agreement. All coverage specified shall remain in effect during the term of this Agreement. County shall provide sixty (60) days prior written notification to Texana 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 Texana.

SECTION TEN NOTICE

- A. Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To COUNTY:

Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469
Attn: County Judge

TO TEXANA:

Texana Center
4910 Airport, Building B
Rosenberg, Texas 77471
Attn: Chief Executive Officer

SECTION ELEVEN INDEMNIFICATION

- A. TO THE EXTENT ALLOWED BY LAW, COUNTY EXPRESSLY AGREES TO INDEMNIFY AND HOLD TEXANA, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "TEXANA") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE USE OF THE LEASED PREMISES AND ALL EVENTS AND/OR ACTIVITIES OF COUNTY ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.
- B. COUNTY WILL INDEMNIFY AND PROTECT TEXANA FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF COUNTY.

C. COUNTY WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH COUNTY MAY HAVE AGAINST TEXANA FOR ANY LOSS OR DAMAGE TO COUNTY'S PERSONAL PROPERTY LOCATED AT OR NEAR THE LEASED PREMISES

**SECTION TWELVE
TEXANA'S USAGE OF LEASED PREMISES**

- A. TEXANA agrees that it will endeavor to inform COUNTY as far in advance as possible of an event that would cause it to displace COUNTY from the Leased Premises.
- B. TEXANA agrees that it will endeavor to assist COUNTY to make reasonable accommodations when it requires COUNTY to vacate the Leased Premises. However, there may be occasions when COUNTY will be required to cancel all activities at the Leased Premises in order to accommodate the TEXANA's needs during an emergency.

**SECTION THIRTEEN
MISCELLANEOUS**

- A. All rights and remedies provided hereunder shall be cumulative and none shall exclude any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- B. A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- C. COUNTY hereby agrees that no representations or grants or rights or privileges shall be binding upon TEXANA unless expressed in writing in this Agreement.
- D. This Agreement shall supersede any and all prior agreements between the parties hereto relating to the Leased Premises and to the extent of any inconsistencies in the provisions of this Agreement with the provisions of any said prior agreement, the provisions of this agreement shall control.

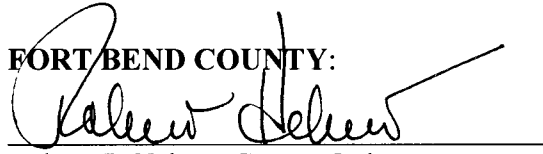
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Execution page follows

**SECTION THIRTEEN
EXECUTION**

This Occupancy Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by Fort Bend County acting through its Commissioners Court, and Texana.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

10-8-2013
Date

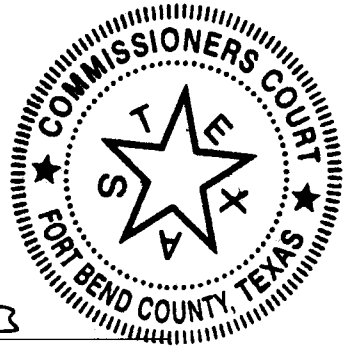
ATTEST:


Dianne Wilson, County Clerk

TEXANA CENTER

By: 
Chief Executive Officer

Date: 9.30.13



I/MTR/agreements/leases 09092013 9.19.2013 09.23.13 09.26.2013