

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**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 Behavioral Health and Intellectual Development Disabilities services for residents of Fort Bend County; and

**WHEREAS**, Texana Center is a a community center and an agency of the State of Texas that provides behavioral healthcare and developmental disabilities services to residents of a six county area that includes Fort Bend County; and is designated by the Texas Department of Aging and Disabilities Services as the local Mental Retardation Authority, and by the Texas Department of State Health Services as the local Mental Health Authority, and

**WHEREAS**, Texana has established programs and services that 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**, Texas Health & Safety Code, Chapter § 534.019, permits a local agency to contribute funds to assist in the administration of the community center's programs and services; and

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

**SECTION ONE**  
**ADMINISTRATION PROGRAMS AND SERVICES**

- 1.01 Texana will provide the following community services:
- A. Behavioral Healthcare Services for Eligible Adults and Children
  - B. Intellectual & Development Disability Services for qualified Adults and Children
  - C. Children's Center for Autism
  - D. Behavior Improvement Center
  - E. Behavior Treatment and Training Center
  - F. Early Childhood Intervention
  - G. Home Community Based Service Coordination
  - H. Texas Correctional Office on Offenders with Medical or Mental Impairments program with CSCD and Juvenile Probation
  - I. 24-Hour Crisis Hotline
  - J. Mobile Crisis Outreach Team
- 1.02 Texana will also continue to collaborate with Fort Bend County on the implementation of Delivery Systems Reform Incentive Payment (DSRIP) projects approved by Texas Health and Human Services Commission (HHSC) as part of the 1115 Waiver initiative. Texana will participate as a stakeholder in the Fort Bend County Behavioral Health Crisis Response and Intervention and the Fort Bend County Behavioral Health Juvenile Diversion Project working groups when deemed appropriate by Fort Bend County. In addition, Fort Bend County would request inclusion of a Fort Bend County representative on any similar working group for the implementation of Texana's Crisis Services Unit project.
- 1.03 Texana also agrees to provide the following minimum information regarding the services provided:
- A. Quarterly and Annual Reports as provided to the Texana Board Members including any:
    - Quarterly Operating Statement
    - Audited Annual Financial Report
    - Annual Single Audit State and Federal
    - Consolidated Local Service Plan
  - B. Specific information on the following collaborative projects for residents of Fort Bend County on a quarterly or monthly basis:
    - Number of referrals to the Austin State Hospital
    - Semi-annual Reimbursement and/or Reporting of Metrics for the 1115 Crisis Unit Project listed above, once HHSC has finalized the reporting requirements under the 1115 Waiver program.
    - Number of calls received by the Crisis Hotline and designation of call.
    - Mobile Crisis Outreach Team number of contacts or activations
    - Quarterly Number of unduplicated Children serviced through the Autism program
    - Quarterly Number unduplicated adults and youth/children serviced by the Intellectual Development Disabilities programs
    - Quarterly Number of unduplicated Clients both Adult and Juvenile serviced

through the TCOOMMI project

## **SECTION TWO**

### **VEHICLE MAINTENANCE AND FUEL**

- 2.01 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.
- A. The County shall provide Texana a detailed invoice for gasoline received/consumed by Texana on a monthly basis, which will include including two cents (\$0.02) per gallon as an administrative fee for the gasoline.
  - B. The County shall offset the costs of the services provided in Section Two against the funds provided by the County in Section Three.

## **SECTION THREE**

### **PAYMENT/CREDIT**

- 3.01 The County shall make available to Texana an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for all services provided pursuant to this Agreement, which shall be reduced for vehicle maintenance and fuel cost, as provided in Section Two.
- 3.02 The County Auditor shall perform a financial analysis at the end of the term of this agreement to determine whether the services provided by the County to Texana in Section Two exceed the funds allocated to Texana in Section Three.
- 3.03 The County shall promptly remit to Texana any remaining funds allocated to Texana in Section Three less the cost of all services provided by County under Section Two.
- 3.04 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 in accordance with Section 3.02 of this Agreement.
- 3.05 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 Section Two that exceed the funds allocated to Texana in Section Three.
- 3.06 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.

## **SECTION FOUR**

### **INDEMNITY AND HOLD HARMLESS**

- 4.01 **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.**

- 4.02 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.
- 4.03 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.
- 4.04 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.
- 4.05 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.
- 4.06 Texana shall maintain Workers' Compensation Insurance with statutory limits as required by the State of Texas.
- 4.07 Texana shall name Fort Bend County, its' elected and appointed officials, employees and agents as additional insureds to required coverages, except for Workers Compensation.
- 4.08 Texana shall provide coverage 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 coverage 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.

**SECTION FIVE  
TERM**

- 5.01 The initial term of this Agreement shall commence on October 1, 2013 and end on September 30, 2014, unless sooner terminated as provided in this Agreement.
- 5.02 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.
- 5.03 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.

**SECTION SIX  
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

- 6.01 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 are 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.

- 6.02 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.

## **SECTION SEVEN**

### **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, Building B  
Rosenberg, Texas 77471  
Attn: George Patterson, Chief Executive Officer

## **SECTION EIGHT**

### **MISCELLANEOUS**

- 8.01 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.
- 8.02 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.
- 8.03 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.
- 8.04 Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.
- 8.05 This agreement is non-assignable.

*Remainder left blank*

*Signature page follows*

**SECTION NINE**  
**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: 10-8-2013

ATTEST: \_\_\_\_\_

*Dianne Wilson*

Dianne Wilson, County Clerk

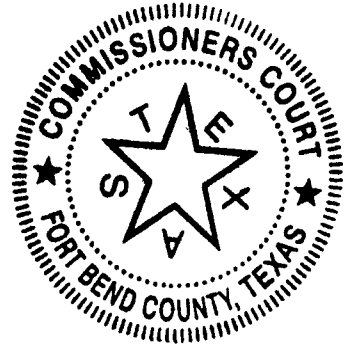
**TEXANA CENTER**

By: \_\_\_\_\_

*George Patterson*

George Patterson, Chief Executive Officer

Date: 9-23-13



**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.

*Ed Sturdivant*

Ed Sturdivant, County Auditor