

ARF-12164

REGULAR SESSION AGENDA

Sheriff's Office

Meeting Date: 10/22/2013

Agreement between Fort Bend Regional Council and FBC Sheriff's Office

Submitted By: Renee Chaffin, Sheriff's Office

AGENDA ITEM

Department: Sheriff's Office

26B

Type of Item: Consent**Renewal Agreement/** Yes**Reviewed by County** Yes**Appointment:****Attorney's Office:****Multiple Originals Y/N?:**

Information**SUMMARY OF ITEM**

Request that Commissioners Court accept as a matter of record the Contract for services between Fort Bend Regional Council on Substance Abuse, Inc. and Fort Bend County Sheriff's Office.

SPECIAL HANDLING

Attachments**FBRC**

COUNTY JUDGE
RECEIVED
OCT 11 2013

10/25/13 original returned to Renee at Sheriff

**AGREEMENT BETWEEN FORT BEND REGIONAL COUNCIL ON SUBSTANCE
ABUSE, INC. AND FORT BEND COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered into by and between FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC. (hereinafter referred to as "FBRC"), acting by and through its duly authorized officers, and FORT BEND COUNTY SHERIFF'S OFFICE, a body corporate and politic under the laws of the State of Texas, hereinafter "FBCSO," and

WITNESSETH:

THAT WHEREAS, FBCSO does not have a program for alcohol and drug abuse for its inmates; and,

WHEREAS, the FBCSO desires to contract with FBRC to provide certain services to alcohol and drug dependent inmates of Fort Bend County; and,

WHEREAS, FBRC desires to provide qualified staff and services to the inmates of the Fort Bend County Jail pertaining to alcohol and drug abuse.

NOW, THEREFORE, in consideration of the mutual representations and promises herein contained FBRC and FBCSO agree as follows:

I.

FBRC agrees that it will provide Substance Abuse Education Programs on a quarterly basis for male and female inmates in the Fort Bend County Jail, each week (date and time to be determined) for twelve (12) weeks for a total of twenty-four (24) hours of instruction per "semester". Each quarter will alternate between male and female inmates for a total of four complete semesters per year.

II.

FBRC agrees it will provide FBCSO with an annual independent audit of its operations if desired and FBRC further agrees that FBCSO may conduct an independent audit should FBCSO desire same.

III.

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

IV.

FBCSO agrees to provide FBRC \$1,800/per twenty-four (24) hour program in consideration of FBRC performing the services stated in this contract. The term of this contract is twelve (12) months, beginning June 1, 2013 and ending May 31, 2014. Either party may terminate this

agreement, without cause, by providing thirty (30) days written notice to the other party. FBCSO agrees to pay FBRC for said services upon receipt of FBRC's invoices of services rendered.

V.

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 FBCSO or FBRC the purposes of the contract have been rendered useless.

VI.

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 FBRC.

VII.

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.

VIII.

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

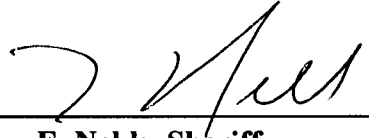
IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date approved by FBRC and FBCSO.

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

By: 
Lisa Poyner, Chief Executive Officer

Date: 05282013

**FORT BEND COUNTY SHERIFF'S
OFFICE**

By: 
Troy E. Nehls, Sheriff

Date: 5-29-13