

# FORT BEND COUNTY DISPUTE RESOLUTION CENTER

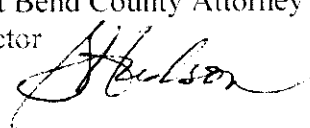
Where Conflict Meets Solution

## MEMORANDUM

County Judge  
Received

MAR 23 2017

**TO:** Honorable Robert Hebert, Fort Bend County Judge  
Honorable Roy Cordes, Jr., Fort Bend County Attorney  
**FROM:** Shelly Hudson, Executive Director  
**DATE:** March 21, 2017



**RE:** DRC Contract Renewal

Pursuant to Section 1.01 of the *Agreement Between Fort Bend County and Fort Bend Dispute Resolution Center* ("DRC"), let this serve as written notice of the intention of the DRC to renew the *Agreement* for the 2017-2018 fiscal year.

A copy of the proposed *2017-2018 Agreement, Annual Budget, 2016-2017 Mediation Case Statistics* and proof of continuing insurance will be forthcoming.

If you have questions, or require additional information, please feel free to contact me at 281-342-5000 or [fortbenddrc@aol.com](mailto:fortbenddrc@aol.com).

Thank you for your consideration in these matters.

# FORT BEND COUNTY DISPUTE RESOLUTION CENTER

Where Conflict Meets Solution

## MEMORANDUM

**TO:** Honorable Robert Hebert, Fort Bend County Judge  
Honorable Roy Cordes, Jr., Fort Bend County Attorney  
**FROM:** Shelly Hudson, Executive Director  
**DATE:** April 4, 2017  
**RE:** DRC Contract Renewal

Pursuant to Section 1.01 of the *Agreement Between Fort Bend County and Fort Bend Dispute Resolution Center* ("DRC"), the DRC provided written notice to the County on or about March 23, 2017 of its intention to renew the *Agreement* for the 2017-2018 fiscal year.

To that end, please find the following documents enclosed:

1. Proposed 2017-2018 Agreement (Copy to County Judge, Original to County Attorney);
2. 2017-2018 Annual Proposed Budget;
3. 2016-2017 Mediation Case Statistics;
4. Proof of Insurance; and
5. Certificate of Interested Parties.

If you have questions, or require additional information, please feel free to contact me at 281-342-5000 or [fortbenddrc@aol.com](mailto:fortbenddrc@aol.com).

Thank you for the continued opportunity to serve Fort Bend County and for your consideration in these matters.

Respectfully,



Shelly Hudson,  
Executive Director

Enclosures

RECEIVED  
APR 05 2017  
COUNTY ATTORNEY

COUNTY OF FORT BEND                      §

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").

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:

- 1.01 The term of this Agreement shall be for one year beginning on June 1, 2017 and ending on May 31, 2018.
- 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.

## **III.** **FUNDING**

- 3.01 As consideration for this Agreement, County will pay Center an amount not to exceed \$161,877.85.
- 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 \$161,877.85 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 401 Jackson Street Richmond, Texas 77469 281-341-8609 Telephone 281-341-8609 Fax
With copy to:	The Honorable Roy Cordes, Jr., County Attorney Fort Bend County 401 Jackson Street 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  
*fortbenddrc@aol.com*

**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: April 25, 2017


ATTEST:

BY:   
LAURA RICHARD,  
County Clerk



**FORT BEND DISPUTE RESOLUTION CENTER**

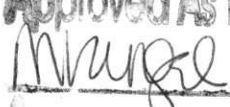
BY:   
JACQUELINE BLANKENSHIP,  
DRC Chairman of the Board

Approved As To Legal Form  
  
mhr

DATE: 3/23/17

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 161,877.85 from account 100409100-63000 to pay the obligation of Fort Bend County under and within the foregoing contract.

Approved As To Legal Form  
 4/6/17

BY:   
ED STURDIVANT, Auditor

PROPOSED 2017-2018 DRC BUDGET

See Excel Spreadsheet attached hereto.



**Fort Bend DRC  
Proposed Budget 2017-2018**

**EXHIBIT "A"**

**INCOME**

Funds from Fort Bend County	\$161,877.85
Mediation Service Fees	\$22,000.00
Mediation Training Courses	\$5,500.00

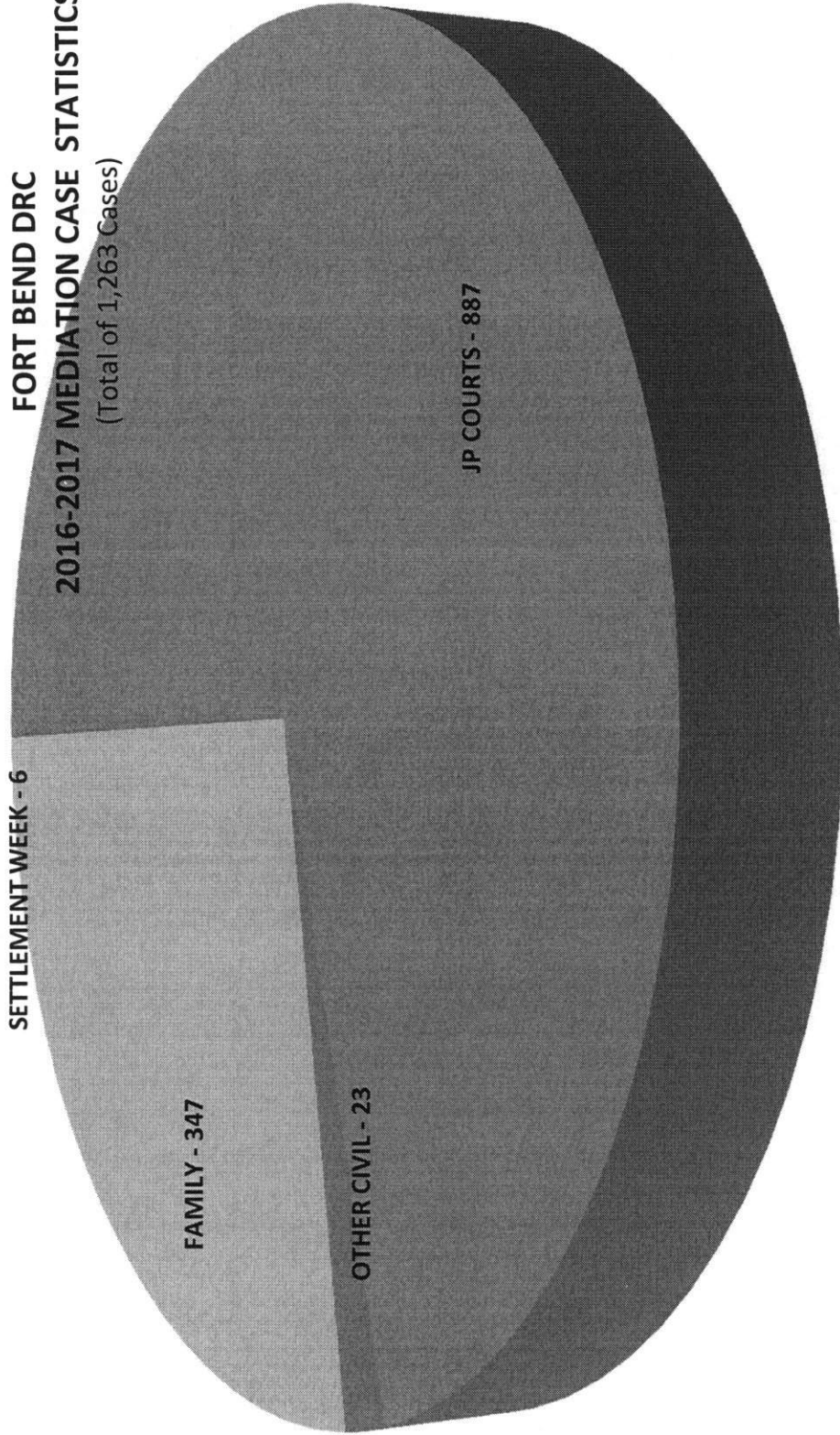
<b>Total Income</b>	<b>\$189,377.85</b>
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**EXPENSES**

Bank Charges	\$100.00
Business Insurance	\$4,750.00
Cleaning & Maintenance	\$5,500.00
Clerical Labor	\$33,500.00
Dues & Subscriptions	\$600.00
Health Insurance	\$12,000.00
Mileage	\$250.00
Miscellaneous Expense	\$600.00
Office Expense	\$750.00
Office Supplies	\$7,500.00
Payroll Expense	\$65,000.00
Payroll Processing	\$3,100.00
Payroll Taxes	\$7,500.00
Postage	\$400.00
Professional Services	\$1,100.00
Rent - Office	\$31,500.00
Repairs & Maintenance	\$750.00
Telephone	\$10,500.00
Training Fees Paid	\$300.00
Training Session Expenses	\$2,000.00
Travel	\$1,500.00

<b>Total Expense</b>	<b>\$189,200.00</b>
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**FORT BEND DRC**  
**2016-2017 MEDIATION CASE STATISTICS**  
(Total of 1,263 Cases)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-187248

Date Filed:  
04/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Bend Dispute Resolution Center  
Richmond, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

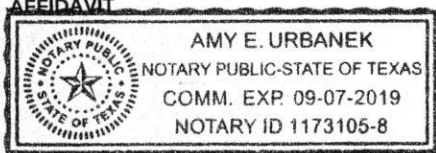
FBC & DRC Agreement  
Mediation Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Shelly Hudson*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Shelly Hudson, this the 4<sup>th</sup> day of April, 20 17, to certify which, witness my hand and seal of office.

*A E Urbanek*  
Signature of officer administering oath

Amy E. Urbanek  
Printed name of officer administering oath

Notary  
Title of officer administering oath

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Fort Bend County

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FBC & DRC Agreement  
Mediation Services

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### 6 AFFIDAVIT

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\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath