

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 17, 2018

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 2018-2019 fiscal year.

Enclosed please find the following documents:

1. 2018-2019 Agreement with Proposed Budget; *Signed by Board Chair*
2. 2017-2018 Mediation Case Statistics;
3. Proof of continuing insurance with Certificate of Liability Insurance which includes Fort Bend County as a Certificate Holder; and
4. 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.

Thank you for your consideration in these matters.

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, 2018 and ending on May 31, 2019.
- 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 \$171,171.46.
- 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 \$171,171.46 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

PROPOSED 2017-2018 DRC BUDGET

See Excel Spreadsheet attached hereto.

**Fort Bend DRC
Proposed Budget 2018-2019**

EXHIBIT "A"

INCOME

Funds from Fort Bend County	\$171,171.46
Mediation Service Fees	\$23,500.00
Mediation Training Courses	\$6,750.00

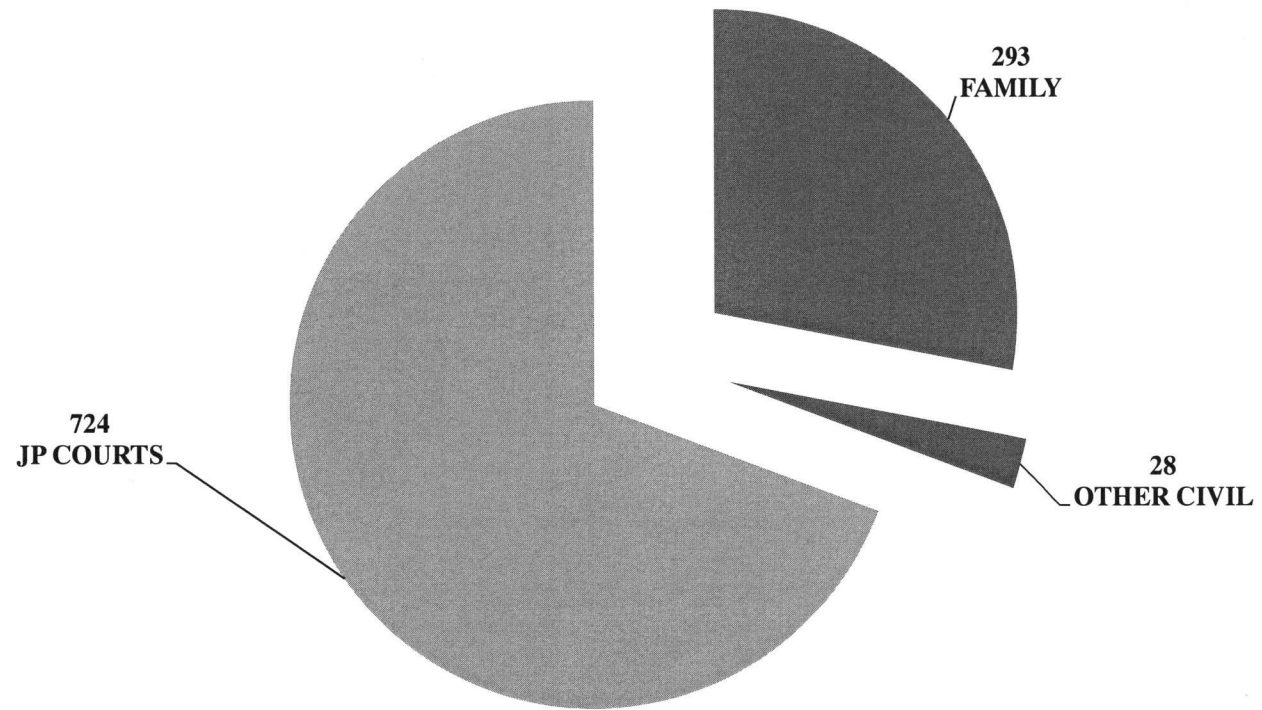
Total Income \$201,421.46

EXPENSES

Bank Charges	\$100.00
Business Insurance	\$5,500.00
Cleaning & Maintenance	\$6,750.00
Clerical Labor	\$32,000.00
Contract Labor	\$2,500.00
Copier Rental	\$2,800.00
Dues & Subscriptions	\$750.00
Health Insurance	\$9,850.00
Mileage	\$750.00
Miscellaneous Expense	\$1,500.00
Office Supplies	\$7,521.00
Payroll Expense	\$64,500.00
Payroll Processing	\$3,100.00
Payroll Taxes	\$9,200.00
Postage	\$400.00
Professional Services	\$1,500.00
Rent - Office	\$34,500.46
Repairs & Maintenance	\$2,000.00
Telephone	\$10,500.00
Training Fees Paid	\$1,250.00
Training Session Expenses	\$2,000.00
Travel	\$2,200.00
Web Expenses	\$250.00

Total Expense \$201,421.46

**FORT BEND DRC
Case Statistics
2017-2018**



5
LR This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: HARTFORD LLOYDS INSURANCE COMPANY
785 GREENS PARKWAY, SUITE 200, HOUSTON, TX 77067
COMPANY CODE: B



Policy Number: [REDACTED]

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: FORT BEND COUNTY DISPUTE
(No., Street, Town, State, Zip Code) RESOLUTION CENTER
211 HOUSTON STREET
RICHMOND TX 77469

Policy Period: From 05/30/18 To 05/30/19 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: MARK DALTON INSURANCE AGENCY/PHS
Code: 613745

Previous Policy Number: [REDACTED]

Named Insured is: NON-PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$1,753

Countersigned by *Suean S. Castaneda*
Authorized Representative

03/20/18
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: [REDACTED]

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY \$1,000,000
FORM: SS 06 66



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**

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

Certificate Number:
 2018-340542

Date Filed:
 04/17/2018

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

Date Acknowledged:
 05/01/2018

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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)