

2022-2023

DISPUTE RESOLUTION CENTER

ADDENDUM TO THE AGREEMENT

ARISING FROM ACTIVITIES OF THE CENTER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CENTER OR ANY OF THE CENTER'S AGENTS SERVANTS OR EMPLOYEES.

7. **Termination for Convenience.** County may terminate this Agreement at any time upon thirty (30) days written notice. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Center.

8. **Compliance with Laws.** The Center shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by the County, the Center shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

9. **Performance Warranty.** The Center warrants to County that the Center has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in area and the Center will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

10. **Texas Government Code Section 2252.125 Acknowledgment.** By signature below, The Center represents pursuant to Section 2252.152 of the Texas Government Code, that The Center is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

11. **Applicable and Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that the venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

12. **Conflict.** In the event there is a conflict between this Agreement and the attached Exhibit(s), this Agreement controls to the extent of the conflict.

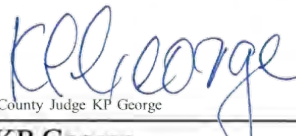
13. **Human Trafficking.** By execution of this Agreement, The Center acknowledges that the County is opposed to Human Trafficking and that no County funds will be used in support of services or activities that violate Human Trafficking Laws.

14. **Understanding, Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understand each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

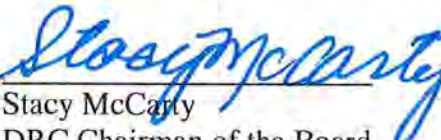
IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Agreement and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

FORT BEND DISPUTE RESOLUTION CENTER


County Judge KP George

KP George
County Judge


Stacy McCarty
DRC Chairman of the Board

May 24, 2022

Date

3/16/2022

Date

ATTEST:





Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$226,388.03 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A: Dispute Resolution Center Agreement is attached hereto.

2022-2023

DISPUTE RESOLUTION CENTER

**EXHIBIT “A” TO THE ADDENDUM:
AGREEMENT WITH PROPOSED BUDGET**

EXHIBIT "A"

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, 2022 and ending on May 31, 2023.
- 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.

EXHIBIT "A"

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 \$226,388.03.
- 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 "1."

V. COURT COSTS

- 5.01 The County shall continue to collect the maximum additional court costs authorized by the Texas Local Government Code §135.101 (b) (10), 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 the Texas Local Government Code §135.102 (b) (10), which amount is currently \$15.00, to be taxed, collected and paid as court costs in each civil case (except delinquent taxes) filed in either the county or district courts in the County.
- 5.03 The County shall continue to collect the maximum additional court costs authorized by the Texas Local Government Code §135.103 (b) (2) 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 Pursuant the Texas Local Government Code §135.157, Money allocated under §135.101, §135.102, or §135.103 to the county dispute resolution fund maintained in the county treasury as required by Texas Local Government Code §135.151 may be used by a county only to establish and maintain an alternative dispute resolution system in accordance with Chapter 152 of the Texas Civil Practice and Remedies Code. The Commissioners Court shall

EXHIBIT "A"

administer this fund, which shall only be used to establish and maintain the System. The system shall be operated at one or more convenient and accessible places in the county.

- 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 \$226,388.03 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 KP George, County Judge
Fort Bend County
401 Jackson Street
Richmond, Texas 77469
281-341-8609 Telephone
281-341-8609 Fax

With copy to: The Honorable Bridgett Smith-Lawson, County Attorney
Fort Bend County
401 Jackson Street

EXHIBIT "A"

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

EXHIBIT "A"

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FORT BEND COUNTY

BY: _____
KP GEORGE,
County Judge

DATE: _____

ATTEST:

BY: _____
LAURA RICHARD,
County Clerk

FORT BEND DISPUTE RESOLUTION CENTER

BY: Stacy McCarty
STACY McCARTY,
DRC Chairman of the Board

DATE: 4/20/2022

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$226,388.03 from account 100409100-63000 to pay the obligation of Fort Bend County under and within the foregoing contract.

BY: _____
ED STURDIVANT, Auditor

**Fort Bend DRC
Proposed Budget 2022-2023**

EXHIBIT "1"

INCOME

Funds from Fort Bend County	\$226,388.03
Mediation Service Fees	\$17,500.00
Total Income	\$243,888.03

EXPENSES

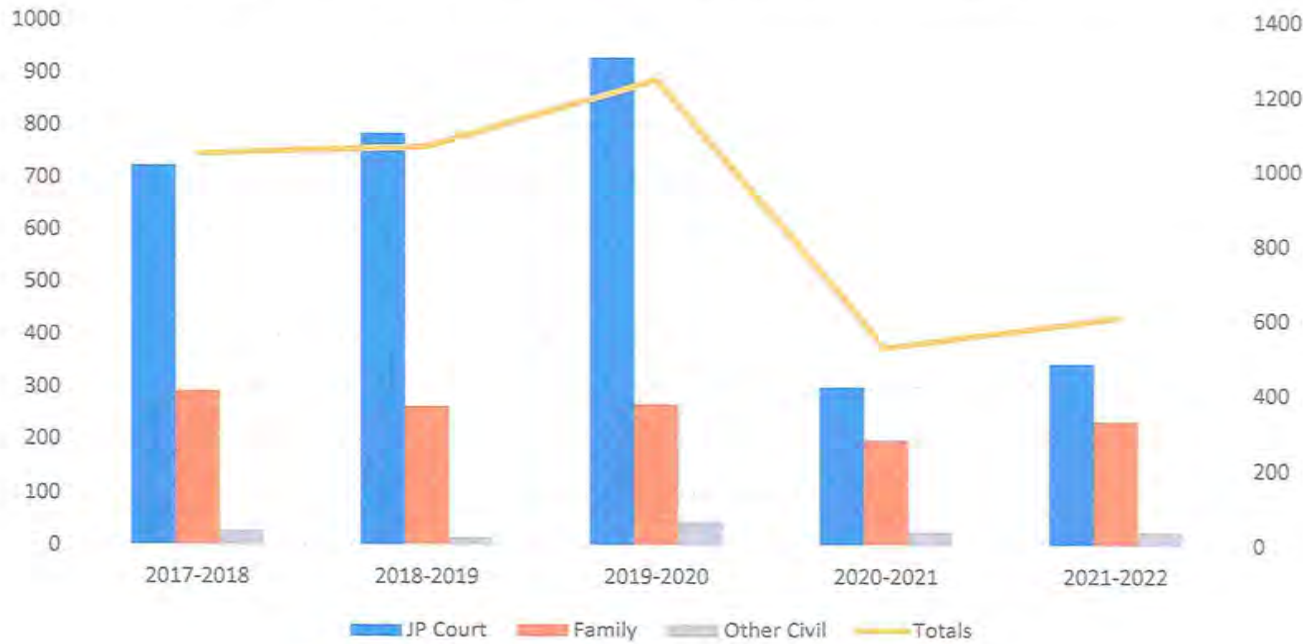
Bank Charges	\$100.00	
Business Insurance	\$5,000.00	
Cleaning & Maintenance	\$6,200.00	
Clerical Labor	\$16,000.00	
Computer Maintenance Contract	\$1,500.00	
Community Outreach	\$750.00	
Continuing Education	\$500.00	
Contract Labor	\$1,500.00	
Copier Rental	\$1,750.00	
Dues & Subscriptions	\$750.00	
Family District Court Self-Represented Litigant Program	\$10,000.00	Pilot Program Extended
Furniture & Fixtures	\$750.00	
Health Insurance	\$6,120.00	
Mileage	\$250.00	
Miscellaneous Expense	\$500.00	
Office Supplies	\$5,000.00	
Payroll Expense	\$125,885.03	
Payroll Processing	\$4,000.00	
Payroll Taxes	\$9,350.00	
Postage	\$400.00	
Professional Services	\$1,000.00	
Rent - Office	\$35,424.00	
Repairs & Maintenance	\$2,000.00	
Sheriff Department Staff Mediation & Workshops	\$2,500.00	New Program for 2022-2023
Telephone	\$3,750.00	
Travel	\$2,159.00	
Volunteer Appreciation	\$500.00	
Web Expenses	\$250.00	
Total Expense	\$243,888.03	

2022-2023

DISPUTE RESOLUTION CENTER

MEDIATION CASE STATISTICS
FIVE-YEAR TREND
(ILLUSTRATES COVID PANDEMIC IMPACT)

Fort Bend Dispute Resolution Center Five-Year Case Trend - Includes COVID Pandemic Impact



	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
■ JP Court	724	786	931	301	345
■ Family	293	263	268	198	235
■ Other Civil	28	16	46	27	27
■ Annual Totals	1065	1245	526	526	607

2022-2023

DISPUTE RESOLUTION CENTER

LIABILITY INSURANCE DECLARATIONS

08 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
55 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
LR 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

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

Policy Period: From 05/30/22 To 05/30/23 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: WELLMANN INSURANCE AGENCY INC/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: \$2,080

Countersigned by *Suean L. Castaneda*
Authorized Representative

03/23/22
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER [REDACTED]

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

211 HOUSTON ST
RICHMOND TX 77469

Description of Business:
LAWYERS & LAW FIRMS

Deductible: \$ 250 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 75,800

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER



PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGES 12 MONTHS ACTUAL LOSS SUSTAINED
COVERAGES INCLUDES THE FOLLOWING
COVERAGES EXTENSIONS:

ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGES FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS
HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: \$ 1,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NU



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 FORM: SS 06 66	\$1,000,000
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2022-2023

DISPUTE RESOLUTION CENTER

CERTIFICATE OF INTERESTED PARTIES

