

State of Texas §

County of Waller §

AGREEMENT BETWEEN WALLER COUNTY AND TEXANA CENTER

This Agreement is made by and between WALLER COUNTY, TEXAS (County), a political subdivision of the State of Texas acting by its Commissioners' Court, and TEXANA CENTER (Texana), a community center and an agency of the State of Texas under the provisions of Texas Health and Safety Code Chapter 534.

RECITALS

WHEREAS, Texana has established programs and services as described in the attached Exhibit A, which is incorporated by reference, to serve those persons with mental illness or mental retardation in Waller County who are most in need of such services; and

WHEREAS, as authorized in Section 534.019 of the Texas Health and Safety Code, a county may contribute funds to assist in the administration of a community center's programs and services; and

WHEREAS, County desires to provide its proportionate share of matching funds for the administration of Texana's programs and services for residents of Waller County, Texas; and

WHEREAS, the governing body of Texana has duly authorized this Agreement; and

WHEREAS, this is made under the provisions of the Texas Government Code Chapter 791, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises and conditions herein, the parties hereby agree as follows:

I. ADMINISTRATION PROGRAMS AND SERVICES

- A. Texana shall provide services and programs as described in Exhibit A to serve those persons with mental illness or mental retardation in Waller County who are most in need of such services.
- B. County shall pay to Texana the budgeted amount of \$35,933.00 for the 2024 calendar year.

II. TERM

- A. The initial term of this Agreement shall commence on January 1, 2024 and end on December 31, 2024, unless terminated earlier as provided for in this Agreement.
- B. This Agreement is subject to renewal upon express written consent of both parties.
- C. This Agreement may be terminated at any time, without cause, by either party by giving thirty (30) days written notice to the other party.
- D. If this Agreement is terminated by Texana after County has paid its annual contribution and before the expiration of the term, Texana shall reimburse to County a pro rata share of the contribution.

III. PAYMENT

County shall pay its contribution on the request of Texana, but not before January 1, 2024 as the funds come from the 2024 County budget.

IV. HOLD HARMLESS AND INDEMNIFY

Texana releases and forever discharges 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 attorney's fees and court costs, sustained as a consequence of or in any way related to any actions or conduct of County regarding this Agreement.

V. ASSIGNMENT

This Agreement is not assignable by either party.

VI. INDEPENDENT CONTRACTOR

- A. 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 and shall not be deemed to be employees, agents or servants of County and shall not be entitled to any privileges or benefits of County employment.
- B. It is agreed that nothing herein intended or should be construed as creating a relationship or partnership between the parties, or as constituting Texana (including its officers, employees and agents) as representatives or employees of County.

VII. NOTICES

Notices, correspondence and all other communications shall be addressed as follows:

To County: Waller County
 836 Austin Street, Suite 203
 Hempstead, TX. 77445

To Texana: Texana Center
 4910 Airport
 Rosenberg, TX. 77471
 Attn: George Patterson, Chief Executive Officer

VIII. MISCELLANEOUS

- A. This Agreement shall be construed in accord with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Waller County, Texas.
- B. In the even one or more provisions of the Agreement shall be held invalid, illegal or unenforceable, such holding shall not affect the remaining provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part of the Agreement.

- C. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of that or any other provision.
- D. Any amendments to this Agreement shall have no effect unless made in writing and signed by both parties.

IX. ENTIRE AGREEMENT

It is agreed that this document, including Exhibit A, contains the entire Agreement of the parties, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands as the dates written below:

WALLER COUNTY

By: _____
Carbett "Trey" J. Duhon III, County Judge

Date: _____

ATTEST: _____

TEXANA CENTER

By: George Patterson
George Patterson, Chief Executive Officer

Date: 1-9-2024

Auditor's Certificate

I hereby certify that funds are available from the 2024 budget in the amount of \$35,933.00 to pay Waller County's obligation in the Agreement above.

Alan Younts, County Auditor
Exhibit A: Description of Services

EXHIBIT "A"
SUMMARY OF SERVICES PROVIDED FOR RESIDENTS OF WALLER COUNTY

Developmental Disabilities Services

- Eligibility Determination
- Service Coordination
- Continuity of Services
- Supported Home Living
- Respite Services
- Habilitation Services
- Specialized Therapies
- Vocational Training
- Individualized Competitive Employment
- Family Living
- In-Home and Family Support
- Information Screening, and Referral
- Comprehensive Diagnosis and Evaluation
- Case Management
- Family Training and Support
- Early Childhood Intervention
- Home and Community-Based Services
- Intermediate Care Facilities
- Behavior Treatment and Training Center Autism Program
- BTIC Outreach Program
- BTIC Residential Program

Behavioral Healthcare Services

- 24-Hour Crisis Intervention
- Psychiatric Assessment
- Counseling and Psychotherapy
- Family Support
- Medication Management and Education
- Medicare Prescribing
- Case management
- Rehabilitation
- Vocational
- Respite
- Inpatient Screening and Referral
- Eligibility Determination
- Assertive Community Treatment

Support Services

- Administration (CEO and Management Staff)
- Accounting and Financial Management
- Human Resources
- Maintenance
- Information Technology



January 3, 2024

Waller County
836 Austin Street, Suite 203
Hempstead, TX 77445

RE: MATCHING FUNDS REQUEST

Per the agreement between Waller County and Texana Center for mental health/mental retardation services, I am requesting payment for:

Calendar Year: 2024

Amount Due: \$35,933.00

Please remit payment to:

Texana Center
Attention: Cashier
4910 Airport Avenue, Building D
Rosenberg, Texas 77471

Thank you for your attention to this matter.

Sincerely,

Tracy Graves

Tracy Graves
Financial Services Supervisor
Tel: 281-239-1351

Clearing the path with care.

texanacenter.com

4910 Airport Ave Bldg D, Rosenberg, Texas, 77471