

I.
Establishment of Community Center

The County, the City and the Hospital District hereby mutually establish a community mental health and mental retardation center, which will provide mental health and mental retardation services, to be named El Paso Community Mental Health and Mental Retardation Center (EP Community MH and MR Center).

II
Board of Trustees

The community mental health and mental retardation center shall be administered by a Board of Trustees. The Board of Trustees, hereinafter "the Board" shall consist of nine (9) persons appointed by the County, the City, and the Hospital District, from qualified voters of El Paso County. Each entity will be entitled to three appointments to the nine-member board. Each trustee position shall ultimately be for a two-year term. The terms shall be staggered so that complete turnover on the Board of Trustees does not occur. Each trustee's term will begin on January 1 of the year of appointment and end on December 31st of the year the term ends.

A. Appointment

The regular appointment of trustees by the sponsoring agencies shall occur during the month of December before each year when appropriate vacancies occur by expiration of a term. The appointment for the fulfillment of an unexpired term will occur within a reasonable time after any vacancy has occurred but in no event later than 60 days after the board has given a notice of a vacancy to the appointing sponsoring agency.

B Transition Year

For the transition year, all 9 positions shall be filled by appointment. The Rio Grande Council of Governments, hereinafter RGCOG, will post and advertise the necessary notice to all interested individuals of the openings, in accordance with subsections C (1) and D below. Applications shall be submitted to the RGCOG. The application form shall provide the applicant the choice as to which sponsoring agency the applicant wishes to be appointed by. The RGCOG shall forward the application to the sponsoring agency selected by each applicant. Selection of the appointments shall be completed by June 30, 2001 and in accordance with subsections C (2) and C (3) below.

The initial appointments shall be designated as either "one-year" or "two-year"

terms irrespective of the date of the appointment or the length of service during that initial term. Four (4) members shall be appointed to serve one-year terms, through December 31, 2001. Five (5) members shall be appointed to serve two-year terms through December 31, 2002. Upon conclusion of the initial terms, all appointments shall be made for two-year terms. The four members appointed for the initial one-year terms could be re-appointed to serve three (3) full terms in addition to the period of the initial term.

The designation of each place on the Board is assigned as follows:

Place 1	County	Initial two-year term, every odd year thereafter.
Place 2	City	Initial one-year term, every even year thereafter.
Place 3	Hospital	Initial two-year term, every odd year thereafter.
Place 4	County	Initial one-year term, every even year thereafter.
Place 5	City	Initial two-year term, every odd year thereafter.
Place 6	Hospital	Initial one-year term, every even year thereafter.
Place 7	County	Initial two-year term, every odd year thereafter.
Place 8	City	Initial one-year term, every even year thereafter.
Place 9	Hospital	Initial two-year term, every odd year thereafter.

C. Notice of Vacancies

1) Upon the anticipated expiration of a term, the Board shall notify the appointing sponsoring agency having the vacancy and the type of appointee the vacating place requires by November 1.

2) In the event of a vacancy or in anticipation of the expiration of a term, the Board shall immediately request that the County Clerk, the City Clerk and the Chairperson of the Board of Managers for the Hospital District, or his/her designee, post the notice of vacancy to solicit applications from interested qualifying individuals. Such notice shall direct the applicants to forward their application to the Chairperson of the Board of Trustees by a deadline set by the Board of Trustees. The Board shall also send a press release to the media advising the public of the vacancy. Interested groups who have requested notification of vacancies shall be sent a copy of the public notice by the Board of Trustees.

3) Interested persons shall complete a form to be entitled "Application for Board of Trustees Appointment" and submit them to the Board of Trustees. The applications shall

then be forwarded to the office of the chief executive officer of the appointing sponsoring agency selected by the applicant.

4) An appointment must be made by the appropriate sponsoring agency by January 1 for a position beginning its new term or within 60 days after notice of a vacancy for an unexpired term.

5) No trustee can serve more than three (3) consecutive two-year terms. A vacancy on the Board of Trustees is filled by appointment for the remainder of the unexpired term. It is understood that if an individual is appointed to fill a vacancy in an unexpired term, the person could be re-appointed to serve three (3) full terms in addition to the period of the unexpired term.

6) Each appointing agency must assemble an independent Recommendations Committee to screen applications submitted and forward recommendations to the appointing agency. The appointing agency must make an appointment from the pool of no less than three (3) or more than five (5) applicants recommended by the Committee to the agency. If an appointment cannot be made from the pool of applicants, the vacancy shall be re-posted by the Chairperson of the Board as described in section C(1) above. During the transition year, the creation of the Recommendations Committee by each sponsoring agency shall occur no later than 10 days from the date each sponsoring agency receives applications from the RGCOG.

7) Each trustee appointed must sign and file any required oath of office with the sponsoring agency prior to the beginning of the trustee's tenure and fulfill all requirements mandated by law and the bylaws of the community mental health and mental retardation center.

D. Criteria for Selection

Each sponsoring agency shall use the criteria for selection of Board Trustee members as suggested or required by the Texas Council of Community MHMR Centers, Inc. and the Texas Department of Mental Health and Mental Retardation (Addendum A). Under no circumstances shall any person hold a position on the Board who owns or controls or whose spouse owns or controls, directly or indirectly, any interest in a business entity or organization receiving funds from the community mental health and mental retardation center by contract or other method. Nor shall any person hold a position on the Board of Trustees who works for or is affiliated with any organization that receives tangible goods or funds from the center in an amount greater than 10% of its funding. Upon appointment to the Board, an individual who owns or controls an interest as described under this section, or is affiliated with an organization with an interest as described in this section, shall immediately divest him/herself of all interest or affiliation in such a business entity or organization. The exceptions to this prohibition are as follows: 1) a consumer, or 2) an individual receiving compensation or reimbursement authorized by law for Board membership, attendance, or expenses. Board appointments must reflect the ethnic and geographical diversity of the service area. The Board must include at least three (3) or more persons who are consumers of the types of services the community mental health and mental retardation center funds or who are family members

of such consumers. One of the three appointees designated to each sponsoring agency must be a consumer or family member of a consumer. The second appointee of each sponsoring agency shall have expertise in areas such as education administration, fiscal management, healthcare, medicine or law. The qualifications of the third appointee will be left to the discretion of each sponsoring agency.

E. Removal of a Member from the Board of Trustees

1. A trustee shall be removed from the Board by the Board of Trustees as then legally constituted and serving, for the following reasons:

- a. The loss of residency in El Paso County, Texas, or the trustee's status as a qualified voter of El Paso County, Texas.
- b. Conviction of any offense classified as a felony, or a misdemeanor offense involving moral turpitude, or violation of any of the Rules of the Texas Department of Mental Health and Mental Retardation.
- c. Failure to divest him or herself from a conflicting interest as described in section D within a reasonable time after a request by the Board to do so.
- d. For any of the reasons outlined under § 534.0065 of the Texas Health & Safety Code.

2. A trustee may be removed from the Board by a 2/3 majority vote of the Board, as then legally constituted and serving, for the following reasons:

- a. Failure to maintain an acceptable standard of attendance at meetings, as determined by the Board of Trustees.
- b. Violation of any by-laws adopted by the Board of Trustees.

3. Should the Board of Trustees fail to remove a member of the Board pursuant to section E(1) above, the member may be removed by the appointing sponsoring agency. In this instance, the member subject to removal shall have a right to have an open hearing before the sponsoring agency if he so desires.

4. A member subject to removal shall have a right to have an open hearing before the Board of Trustees if he so desires. The sponsoring agency that initially appointed the individual removed by the Board may not reverse the decision of the Board.

F. The Board of Trustees shall adopt bylaws that set forth procedures to assure that the Board timely and expeditiously accomplishes all tasks in accordance with this Agreement.

III.

Powers and Duties

The community mental health and mental retardation center shall have the responsibility and duty to ensure a continuum of comprehensive mental health and mental retardation services in El Paso County. The community mental health and mental retardation center shall have all the powers, duties, responsibilities and authority of a community mental health and mental retardation center under state law. The Board of Trustees shall be responsible for the administration of the community mental health and mental retardation center. The Board of Trustees shall adopt bylaws for the operation of the Board and the Center consistent with state law and this agreement. Except as otherwise specified in this Agreement, the community mental health and mental retardation center and the Board of Trustees shall exist as a separate body politic, agency of the state and unit of the government; autonomous and independent of either the County, the City, and the Hospital District pursuant to Texas Health & Safety Code § 534.001(c).

IV.

Budget and Funding

The County, the City and the Hospital District shall make contributions, which have an ascertainable market value, to the community mental health and mental retardation center in accordance with and during their respective fiscal years, and in accordance with their accounting procedures and this agreement. Each sponsoring agency shall contribute an amount equal to one sixth (1/6) of the local match required to be collected by the community mental health and mental retardation center by the State of Texas, but in no event shall the contribution of each sponsoring agency exceed the value of \$100,000. Each agency may contribute land, buildings facilities other real and personal property, personnel, and funds to administer the community center's programs and services in satisfaction of this Agreement. During fiscal year 2001, contracts for services may account for no more than 90% of the total contribution required

under this contract. During every fiscal year thereafter under this contract, contracts for services may satisfy up to and no more than 60% of the total contribution required under this contract.

V.
Independent Audit

The Board shall enlist an independent certified public accountant to perform an annual audit and prepare certified financial statements that shall be presented to the Board and the sponsoring agencies. The fiscal year for the Center shall be from October 1 through September 30.

VI.
Period of Contract

This agreement shall become effective when signed by all parties and shall continue in effect until dissolved and terminated by any of the parties. A party wishing to effectuate a termination of its participation under this contract must give 90 days written notice to the other parties and the Texas Department of Mental Health and Mental Retardation. On the effective date of the termination, that party's appointees to the Board of Trustees shall be removed from the Board. The remaining two parties may continue operation of this agreement until such time as this agreement is amended by both parties, or finally terminated by one of the remaining parties by giving 90 days notice to the other party and the Texas Department of Mental Health and Mental Retardation. In no event shall the Board of Trustees consist of less than five (5) members.

VII
Compliance with Law

The community mental health and mental retardation center shall comply with all applicable rules and regulations of the Texas Department of Mental Health and Mental Retardation, federal and state statutes, and the ordinances of the City of El Paso.

VIII.
Records and Reports

The community mental health and mental retardation center shall furnish the sponsoring agencies records or reports of the community mental health and mental retardation center relating to its operation on a quarterly basis.

The community mental health and mental retardation center shall furnish to the sponsoring agencies after the first year of operation under this contract and every year thereafter a report analyzing the effectiveness of joint administration of mental health services and mental retardation services under one community center as created pursuant to this agreement. If a need is shown to separate the joint administration of these services, the sponsoring agencies may jointly consider separating the mental health and mental retardation services.

The County, the City and the Hospital District shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records of the community mental health and mental retardation center during normal business hours and in a reasonable manner.

IX.
Visits

Representatives from the sponsoring agencies may visit any of the community mental health and mental retardation center's facilities at any time.

X
No Employer-Employee Relationship Created

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County, the City, the Hospital District and the community mental health and mental retardation center, its agents, servants or employees.

XI.
Law Governing Contract - Venue

For the purpose of determining place of contract and the law governing same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for any cause of action related to this contract shall be in El Paso County, State of Texas.

XII.
Severability Clause

If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

XIII.
Entire Agreement

This contract constitutes and expresses the entire agreement between the parties; it supersedes any prior agreement relating to the creation of mental health-mental retardation center, and shall not be amended or modified except by written instrument signed by all parties.

IN WITNESS WHEREOF, the County of El Paso, the City of El Paso, the El Paso County Hospital District, and the community mental health and mental retardation center have executed this contract as of the date first above written.

Signed this 27th day of March, 2001.

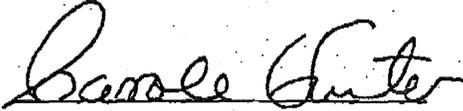
THE CITY OF EL PASO



Hon. Carlos M. Ramirez, P.E.
Mayor pro-tem

PRESI ORTEGA, JR.

ATTEST:



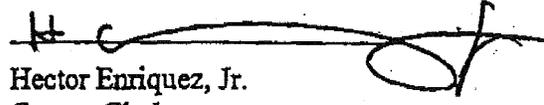
Carole Hunter
City Clerk

THE COUNTY OF EL PASO



Hon. Dolores Briones
County Judge
1/22/01

ATTEST:



Hector Enriquez, Jr.
County Clerk

EL PASO COUNTY HOSPITAL DISTRICT

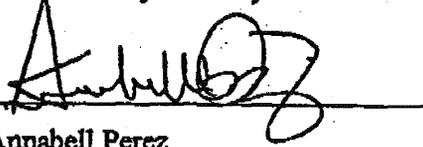


Norman Snyder *Snyder*
President, Board of Managers

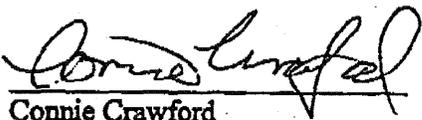
APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney



Annabell Perez
Assistant County Attorney



Connie Crawford
Assistant County Attorney