

AGREEMENT FOR FUNDING

THIS AGREEMENT FOR FUNDING ("**Agreement**") is entered into this 15th day of September, 2022, by and between BRAZOS COUNTY, Texas ("**County**") and the Brazos County Emergency Communications District ("**District**"), pursuant to the authority TEX. GOV'T CODE ANN. Chapter 791 ("**Texas Interlocal Government Cooperation Act**").

RECITALS

WHEREAS, pursuant to TEX. HEALTH § SAFETY CODE ANN. § 772.301, et. seq., ("**Emergency Telephone Number Act**"), the District has been formed and is a political subdivision of the State of Texas; and,

WHEREAS, Brazos County is a political subdivision of the State of Texas authorized to enter into interlocal cooperative governmental agreements; and,

WHEREAS, the Brazos County Commissioners in public meeting found that it is mutually beneficial for the County and the District to enter into an agreement for the District to perform for the County, Emergency Communications Services Dispatching;

WHEREAS, the District is willing to perform such services on behalf of the County;

NOW THEREFORE; IN CONSIDERATION of the mutual promises to each other made hereinafter, the undersigned parties agree as follows:

AGREEMENT

1. **Services.** Effective **October 1, 2022** the District is hereby appointed the emergency communications dispatching authority for the Brazos County Sheriff's Office, the Brazos County Constables, and the Volunteer Fire Departments for the period **October 1, 2022**, through and including **September 30, 2023**. The District shall, in dispatching emergency service units of the County, do so in accordance with the policies and procedures developed by the Sheriff's Office, the Brazos County Constables and the Volunteer Fire Departments to respond to such directives. Any changes, alterations or revisions of such policies and procedures by any of these County offices during the term of the Agreement shall be made in consultation with the District. No such changes, additions or alterations shall be made without the consent of the District, which shall not be unreasonably withheld or conditioned.

The County will provide the District access to the County's Law Enforcement Computer System to facilitate Law Enforcement Officers requests for warrant information.

2. **Fee.** The County agrees to pay, and the District agrees to accept as compensation for the services provided a flat fee of One Million Two Hundred Fifty Thousand Two Hundred Sixty-Seven and NO/100 Dollars (\$1,250,267.00), payable in twelve (12) monthly installments. Should additional or expanded services be requested by the County during the term of this Agreement, the parties agree to adjust the fee to accommodate such change. The County shall pay the full amount due within thirty (30) days of the County Auditor's receipt of an invoice from the District. All payments shall be subject to TEX. GOV'T CODE ANN. § 2251.0001, et. seq. ("**Texas Prompt Payment Act**"). Should there

arise any dispute, disputed amounts shall be deposited in a mutually agreed upon escrow account until a resolution.

The District shall encumber and hold in reserve a fund equal to three (3) months operating expenses. This reserve balance shall be reported to the Board of Managers on the District's monthly financial statements.

3. **Business Records and Audit.** All records relating to the service provided under this Agreement and supporting documentation for invoices submitted to Brazos County by the District shall be retained and made available by the District for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by District and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, District shall comply with such changes. Brazos County shall inform the District in writing of the retention periods established by State and federal law applicable to such records and shall provide written notice if changes occur to such retention requirements. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the District shall retain such records until the audit is concluded and all issues resolved. District shall provide Brazos County with copies of such audits that be conducted with respect to the Agreement.

The District shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Agreement.

The District shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The District recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement.

Annual financial statements (audited if available) are due to Brazos County within six (6) months of completion. If an independent financial audit is performed, a management letter be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the District's annual financial report, but which are of concern to or under the suggestion of the auditor.

4. **Call and Dispatch Records.** The County acknowledges that, in the course of acting as the dispatching authority for the County, the District creates records through the Tiburon command CAD Dispatch system ("Tiburon"). However, the District shall not act as and is not contractually designated hereby as the custodian of these Tiburon records. All requests received by the District, in accordance with the Public Information Act Texas Government Code § 552, for Tiburon records relative to dispatching for the County as set forth herein, regardless of the form of such request shall be forwarded immediately to the attention of the Office of the Brazos County Judge, Public Information Officer, 200 So. Texas Ave., Suite 332, Bryan, TX 77803, for processing and response. The County shall indemnify and hold harmless the District from and against any and all claims, demands, damages, penalties and causes of action relative to such records requests and the responses thereto.

The District shall maintain an electronic version of the Tiburon records for a period of seven (7) years.

5. **Employees.** District employees shall not be considered as County employees.
6. **Governing Law.** The County and the District understand and agree to be subject to all the laws, ordinances and regulations which govern and affect Emergency Communications Dispatching and National Crime Information Computer network telecommunications as promulgated by the State of Texas or the United States Government or any of its appropriate agencies, such as the Texas Department of Public Safety or the Federal Bureau of Investigation.

This agreement is made in accordance with TEX. HEALTH & SAFETY CODE ANN. § 772.101 et. seq., ("**9-1-1 Emergency Number Act**").

7. **Hold Harmless.** Each of the parties to this Agreement agrees to hold the other harmless to the extent of its respective duties undertaken herein and/or for any and all claims of whatsoever nature or kind, which may arise as a result of that party's fulfillment of this Agreement.
8. **Authority.** Each party hereby empowers and authorizes its Chief Administrative Officer to be signatory agent for any required documentation to implement the intent of this Agreement.
9. **Entire Agreement.** This Agreement contains all of the commitments and covenants of the parties and any oral or written promises not contained herein shall have no force or effect to alter any term or condition of this Agreement.
10. **Termination.** This Agreement may be terminated by either party upon ninety (90) days advance written notice to the non-terminating party as set forth below. In the event of termination, the fee payable by the County to the District shall be pro-rated to the date of termination.
11. **Notices.** All notices sent pursuant to this Agreement shall be in writing and may be hand delivered or sent registered or certified mail, postage prepaid, return receipt requested to each party as set below:

Brazos County Emergency Communications District
Executive Director
PO Box 911
Bryan, Texas 77806

Brazos County Commissioners Court
County Judge
200 South Texas Ave, Suite 310
Bryan, Texas 77803

12. **Conflicts.** No officer, employee or agent of the Brazos County Commissioners Court and no member of its governing body shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

13. **No Waiver.** The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Brazos County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
14. **Modifications** This Agreement may only be modified or amended in writing by the mutual consent of the parties with said modification being attached to and incorporated into this Agreement by this reference for all purposes.
15. **Severability** In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

SIGNED this _____ day of _____, 2022.

BRAZOS COUNTY EMERGENCY COMMUNICATIONS DISTRICT



Patrick Corley, Executive Director

ATTEST:


Laura Blackburn, Recording Secretary

BRAZOS COUNTY, TEXAS

Duane Peters, Brazos County Judge

ATTEST:

Karen McQueen, Brazos County Clerk

Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

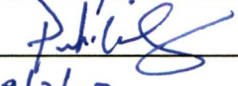
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: BRAZOS COUNTY 9-11 DISTRICT

Authorized Company Representative: PATRICK CORLEY

Address: PO. Box 911

BRYAN, TX 77806

Signature: 

Date: 9/8/22

Contract #: 23-052