

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
NATIONAL ALLIANCE ON MENTAL ILLNESS - BRAZOS VALLEY, INC.**

This Funding Agreement ("**Agreement**") is by and between Brazos County, Texas (hereinafter "**County**") and the National Alliance on Mental Illness - Brazos Valley, Inc. (hereinafter "**NAMI**"), a Texas non-profit 501(c)(3) corporation for a period of 12 months beginning **October 1, 2022** and ending **September 30, 2023**.

RECITALS

WHEREAS, NAMI serves all seven (7) counties of the Brazos Valley region;

WHEREAS, it is the mission of NAMI to promote mental health and wellness for families and those individuals affected by mental health disorders, combat the stigma of mental illness and advocate for improved social, vocational and treatment alternatives to support individual resilience, independence and well-being of those living in Brazos County; and

WHEREAS, NAMI provides peer lead educational programs, classes and support services, public policy advocacy and educational classes, and support services for families, friends and caregivers of persons living with mental health disorders ("**Services**"); and

WHEREAS, the County desires to assist NAMI in their efforts to promote the public purpose of providing a comprehensive range of services in the local community for persons with mental health disorders residing in Brazos County by contracting with NAMI for the period beginning **October 1, 2022** and ending **September 30, 2023**, for the specific services listed below;

NOW, THEREFORE, for and in consideration of the mental health, mental retardation to be provided to the County by NAMI, and in compliance with the terms of this Agreement and subject to other provisions of this Agreement, and all applicable laws, the parties agree as follows:

AGREEMENT

ELIGIBILITY CRITERIA

This Agreement contemplates Services provided to:

- 1) Individuals who permanently reside within Brazos County; and
- 2) Who have been determined through the NAMI screening process to be in need of mental health services.

audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the NAMI.

6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the NAMI. If an independent financial audit is performed, a management letter will 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 NAMI's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the NAMI.
7. NAMI will provide the County with any and all certified audits conducted by NAMI and the management letter prepared in connection therewith;
8. NAMI will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the NAMI's Services.

RECORD RETENTION

The NAMI shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The NAMI agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the NAMI with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The NAMI shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The NAMI shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The NAMI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

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.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the NAMI without the prior written consent of the County.

DATED this 14 day of September, 2022.

Brazos County

National Alliance on Mental Illness –
Brazos Valley, Inc.

DUANE PETERS, Judge

Jill S. Hilde

Executive Director

ATTEST:

KAREN McQUEEN, 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: NAMI Brazos Valley

Authorized Company Representative: Jill L. Tribe

Address: 3705 S. College Avenue
Bryan, TX 77801

Signature: Jill L. Tribe

Date: Sept. 14, 2022

Contract #: 23-043

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

Certificate Number:
2022-933794

Date Filed:
09/14/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National Alliance on Mental Illness-Brazos Valley
College Station, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

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.

23-043

Peer lead educational programs, classes & support services, public policy advocacy & educational classes, & support services for peers, families, & caregivers of persons living with mental illness.

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 JILL L. TRIBE, and my date of birth is 12/30/1955.

My address is 3882 WEBB CEMETERY RD, CALVERT, TX, 77837, USA.
(street) (city) (state) (zip code) (country)

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

Executed in BRAZOS County, State of TEXAS, on the 15 day of SEPT, 2022.
(month) (year)

Jill L. Tribe

Signature of authorized agent of contracting business entity
(Declarant)