

## AGREEMENT

THIS AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the DISPUTE RESOLUTION CENTER-CENTRAL BRAZOS VALLEY, INC. hereafter referred to as "DRC" and the BRAZOS COUNTY COMMISSIONERS COURT, hereafter referred to as the "Commissioners Court," is made on the following terms and conditions:

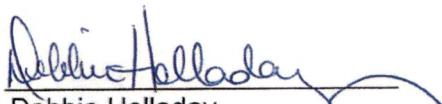
1. This Agreement is for one (1) year and shall begin on the first day of October 2022 and continue through the last day of September 2023.
2. For and in consideration of the sum of **\$40,000** to be paid in one single payment of **\$40,000**, the DRC agrees to perform the following services:
  - A. The DRC agrees to provide a maximum of four (4) separate mediation sessions to the Commissioners Court or designated department or offices of Brazos County during the term of this Agreement. A mediation session is defined as a session of not more than three (3) hours supervised by a trained mediator. In addition, the DRC agrees to train (1) Brazos County employee in each regular or family law mediation training offered by the DRC, without cost to Brazos County or the employee.
  - B. For each mediation session scheduled under the terms of this Agreement, the DRC will provide a location to hold the mediation, preferably in its offices located at 1737 Briarcrest Drive, Suite 11, Bryan, TX, or at such other convenient location which might be available. For any such mediation session held away from the DRC offices, the DRC shall be reimbursed for any such costs or rental fees incurred in holding the mediation. The DRC may at its discretion, provide additional sessions without charge to Brazos County on a limited basis. Except as otherwise stated, any additional sessions that may be required, will be compensated for by the Commissioners Court at the regular rate for scheduled mediations as adopted by the DRC.
3. The purpose of this Agreement is to make the services of the DRC available to the Commissioners Court and to the employees of Brazos County in such instances where the services may be of benefit to Brazos County, Texas, or its employees. This agreement also serves to support public access to the DRC.
4. DRC agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. DRC agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. DRC agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. DRC agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the DRC under prior Agreements.

5. Annual financial statements (audited if available) are due to County within six (6) months of completion.
6. This Agreement is executed in and performed in Brazos County, Texas.
7. This Agreement is subject to the Public Information Act, TEX. GOV'T CODE ANN., Chapter 552.
8. 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.
9. This Agreement contains the entire agreement between the parties. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.
10. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

BRAZOS COUNTY

DISPUTE RESOLUTION CENTER-  
CENTRAL BRAZOS VALLEY

By: \_\_\_\_\_  
Duane Peters  
Brazos County Judge

By:   
Debbie Holladay  
Chairman of the Board



## 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: Dispute Resolution Center - Central Brazos Valley Inc.

Authorized Company Representative: Debbie Holladay

Address: 1737 Briarcrest Dr. Ste 11

Bryan Tx 77802

Signature: Debbie Holladay

Date: \_\_\_\_\_

Contract #: \_\_\_\_\_