

**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, 2025** and ending **September 30, 2026**.

**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, 2025** and ending **September 30, 2026**, 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.

## RESPONSIBILITIES OF BRAZOS COUNTY

- 1) County, for and in consideration of the services provided to County, hereby agrees to pay NAMI an annual total amount of **\$35,000.00** ("Funds") for the year beginning **October 1, 2025 and ending September 30, 2026. Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the [accountspayable@brazoscountytexas.gov](mailto:accountspayable@brazoscountytexas.gov) email address.**
- 2) It is understood and agreed that the County Funds represented by the Agreement are for the period of **October 1, 2025** through **September 30, 2026** only and will be paid wholly from funds available in that budget year and that no County funding for subsequent budget years is authorized or implied by this Agreement.
- 3) Conduct a review of the NAMI's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the NAMI.

## USE OF COUNTY FUNDS

Funds to be furnished to NAMI as stated herein be used to offset operational expenses of NAMI, including rent, telephone expenses, and office supplies.

## RESPONSIBILITIES OF NAMI

NAMI will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing of Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to all and any inquiries by the County.
5. NAMI agrees that the 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. NAMI 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. NAMI 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. NAMI agrees that the 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 the County

provided funds to NAMI under prior Agreements. Any 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 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 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 NAMI's Services. These statistics are due March 31, 2026 for the preceding six months and August 31, 2026 for the preceding five months.

#### 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.

#### INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

#### INSURANCE

The parties hereto agree that the NAMI shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

#### COUNTY INVOLVEMENT

The County and NAMI state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

#### GOVERNING LAW AND VENUE

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.

#### NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos County Commissioners Court  
County Administration Building  
200 So. Texas Ave., Suite 310  
Bryan, Texas 77803

National Alliance on Mental Illness  
Brazos Valley, Inc.  
1713 E. Broadmoor, Suite 101  
Bryan, Texas 77803

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.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Brazos County**

**National Alliance on Mental Illness  
Brazos Valley, Inc.**

\_\_\_\_\_  
KYLE KACAL, Acting County Judge

  
\_\_\_\_\_  
DEMETRIS COLLIER, Executive Director

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

Date: 9/12/2025

**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 2271:

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 2276 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.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: National Alliance on Mental Illness - Brazos Valley

Authorized Company Representative: Demetris Collier, Executive Director

Address: 3705 S College Ave, Bryan, TX 77801

Signature: Demetris Collier

Date: 9/12/2025

Contract #: 26-032