



## **MINUTES**

**SEPTEMBER 12, 2017**

### **BRAZOS COUNTY COMMISSIONERS COURT**

### **REGULAR MEETING**

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A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, September 12, 2017 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Steve Aldrich, Commissioner of Precinct 1;  
Sammy Catalena, Commissioner of Precinct 2;  
Nancy Berry, Commissioner of Precinct 3;  
Irma Cauley, Commissioner of Precinct 4;  
Karen McQueen, County Clerk.

The attached sheets contain the names of the citizens and officials that were in attendance.

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Chaplain G.H. Jones and Judge Peters

2. Call for Citizen input and/or concerns

The County Judge introduced Chaplain Jones' wife to the courtroom.

**Consider and take action on agenda items 3-30:**

3. Designation of the day of the week and the location for Commissioners Court to convene into Regular Session each week during FY 2018.



The Court voted unanimously to designate Tuesday at 10:00 a.m. as the regular meeting of the Commissioners Court. The meeting will take place at 200 South Texas Avenue, Suite 106, Bryan, Texas 77803.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

4. Resolution 17-020 approving the budget of the Brazos County Emergency Communications District.

A copy of the resolution is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

5. Appointment of Rick Gardner as a fire commissioner to the Brazos County Emergency Services District #4; term of appointment is 9/12/17 - 12/31/18.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

6. Approval of the daily amount of reimbursement of expenses for a person who reports to jury service for Fiscal Year 2018.

The rates are as follows:  
\$6.00 for the first day of service.  
\$40.00 each day of service thereafter.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

7. Approval of non-profit agencies for jurors to have the option to donate all or part of their juror payments to for Fiscal Year 2018.

The list of non-profit agencies are as follows:  
Crime Victims' Compensation Fund (mandated)  
Brazos County Child Welfare Board (mandated)

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

8. Approval of Juror Payment Authorization Forms for Fiscal Year 2017.

A correction was noted by the Court that the Juror Payment Authorization Forms are for Fiscal Year 2018. A copy of the forms is attached.



Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

9. Acceptance of donated property left by inmates leaving the Brazos County Jail.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

10. Request for a variance of the comp time policy to allow the Elections Administration Office to accrue more than 40 hours comp time and allow for an extra 120 days to use comp time.

Judge Peters commented that the comp-time would occur during the Bryan ISD Special Election and General Election.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

11. Request from Juvenile Administration for the following personnel changes with effective date as of September 1, 2017. This will decrease the Grant Fund by \$36,998 and increase the General Fund by \$36,998.
- a. Move the following positions from Fund 3000 (Grant Fund), Divisions 312110, 312120, 312140 and 312150.
    - Director - Juvenile SVC, Class Code 1801 Position 1, with cell phone allowance, Division 312110
    - JPO-TJPC-F, Class Code 1883 Position 2, Division 312110
    - Probation Spvr-TJPC-F, Class Code 2860 Position 1, Division 312120
    - Probation Spvr-Com Cor, Class Code 2856 Position 1, Division 312120 (95%), Division 312140 (3%), and Division 312150 (2%)
  - b. Add the following positions at 100% to Fund 0100 (General Fund) Division 31000100.
    - Director - Juvenile SVC, Class Code 1801 Position 1, with cell phone allowance
    - JPO-TJPC-F, Class Code 1883 Position 2
    - Probation Spvr-Com Cor, Class Code 2856 Position 1
  - c. Add the following position at 100% to Fund 0100 (General Fund) Division 31000300.
    - Probation Spvr-TJPC-F, Class Code 2860 Position 1

A copy of the position control changes is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

12. Change order to purchase order #17001491 to TreanorHL in the amount of \$152,510.00 to add the JJAEP as an alternate.



A copy of the change order is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

13. First Amendment to the First Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System effective October 1, 2017.

Commissioner Berry stated that Grimes County will be joining the Brazos Valley Wide Area Communications System.

A copy is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

14. Renewal of the Interlocal Cooperative Agreement providing for the housing of prisoners from the City of Bryan, Texas in the County Jail for Fiscal Year 2018.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

15. Approval of the following community support contracts:
- a. Aggieland Humane Society, Inc.
  - b. Arts Council of Brazos Valley
  - c. Big Brothers Big Sisters of Brazos Valley
  - d. Brazos Valley Council of Governments - Indigent Health Care
  - e. Brazos Valley Veterans Memorial
  - f. Bryan/College Station Chamber of Commerce, Inc.
  - g. Health For All, Inc.
  - h. Junction 505
  - i. Mental Health Mental Retardation Authority of Brazos Valley
  - j. Research Valley Partnership, Inc.
  - k. Scotty's House Child Advocacy Center
  - l. South Brazos County Fire Department, Inc.
  - m. District Two Volunteer Fire Department, Inc.
  - n. Brazos County Precinct 3 Volunteer Fire Department, Inc.
  - o. Brazos County Precinct 4 Volunteer Fire Department, Inc.

A copy of the contracts is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.



16. Discuss and take possible action on a contract renewal with Grayson County for juvenile residential services.

A copy of the renewal of contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

17. Discuss and take possible action on a contract renewal with Leon County for pre-adjudication detention beds.

A copy of the renewal of contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

18. Award and approval of contract for RFP # 17-048 Emergency Notification System per the recommendation of approved evaluation committee.

The Court voted unanimously to accept the recommendation of the evaluation committee and awarded RFP #17-048 Emergency Notification System to Emergency Communications Network (ECN). A copy of the bid tabulation and contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

19. No award and permission to re-advertise RFP # 17-285 County Depository Contract.

Judge Peters said that the Purchasing Department had one bid submitted and one bid received late. He said it would be best to go out for bids again.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

20. Award of Contract # 17-305 Tree Removal Services

The Court voted unanimously to accept the recommendation of the Purchasing Agent and awarded Contract #17-305 Tree Removal Services to Rios Tree Service Inc. A copy of the bid tabulation and contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

21. Consider and take action on the Frontier Communications utility permit to conduct a 600' bore within the right of way of Smetana Road. Work will include placing a 4" PVC conduit a depth of 4 feet under a proposed drainage culvert and a minimum of 3 feet below the proposed ditch cut of Smetana Road. Cables will be pulled through this conduit. Line is being adjusted to accommodate the widening of Smetana Road. Site



is located in Precinct 4.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

22. The Final Plat of Aggieland Business Park Phase 1, 2A & 2B; Phase 1 Block 1 Lots 2R; Phase 2A Block 1, 3R-1 – 3R-3, 4R-1 – 4R-3; Phase 2B Block 1 5R, 6R-1 & 6R-2 Being a Replat of Aggieland Business Park Phase 1 Block 1 Lot 2 (Volume 8562, Page 146), Aggieland Business Park Phase 2A Block 1 Lots 3 & 4 (Volume 12314 Page 98), Aggieland Business Park Phase 2B Block 1 Lot 6 (Volume 12314 Page 98); J.H. Jones Survey, A-26; College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.

A copy of the affidavit of abstention for Commissioner Catalena is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Abstain: Catalena.

23. Expenditure Journal Entries FY 16/17 090032

A copy is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

24. Tax Refund Applications for the following:

- a. Chase Bank - Overpayment \$1,496.00
- b. Chase Bank - Overpayment \$142.18
- c. Chris Girouard - Overpayment \$30.16

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

25. Commissioners Court minutes for the following dates:

- a. August 8, 2017 - Regular Meeting
- b. August 8, 2017 - Public Hearing 10:15 am
- c. August 8, 2017 - Public Hearing 10:25 am
- d. August 10, 2017 - Budget Workshop Session
- e. August 15, 2017 - Regular Meeting
- f. August 22, 2017 - Regular Meeting
- g. August 22, 2017 - Public Hearing 1:30 pm
- h. August 22, 2017 - Public Hearing 1:45 pm
- i. August 29, 2017 - Regular Meeting
- j. August 29, 2017 - Public Hearing
- k. August 29, 2017 - Emergency Meeting
- l. August 31, 2017 - Emergency Meeting



Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

26. Budget Amendments.

Budget Amendments FY 16/17 50.1 - 50.7

50.1 Reallocate funds for County Agricultural Extension Agency.

50.2 Reallocate funds for Elections Administration.

50.3 Reallocate funds for Information Technology.

50.4 Transfer funds from Non-Departmental to Information Technology.

50.5 Reallocate funds for Facility Services.

50.6 Reallocate funds for Commissioners' Court.

50.7 Transfer funds from Non-Departmental to Facility Services.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

27. Personnel Change of Status.

Personnel Action Forms

A copy of the Personnel Change of Status requests is attached.

Motion: Approve w/ Conditions, Moved by Commissioner Irma Cauley, Seconded by Commissioner Sammy Catalena. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

28. Payment of Claims.

Claims 7159183-7159406

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

29. Convene into Executive Session pursuant to Texas Government Code 551.0725 to deliberate business and financial issues related to a contract being negotiated.

At this point, the County Judge announced the Court would consider items 31 through 33 then return to convene into Executive Session.

After considering the previous noted agenda items the Court returned to item 29.

Bruce Erratt, Civil Counsel then submitted a written determination to be included in the



minutes that stated deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person.

At this point the County Judge moved to go into closed session in reference to Section 551.0725. Commissioner Aldrich seconded the motion. It carried unanimously.

Having determined and voted that to deliberate in open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third party at 10:20 a.m. the County Judge announced the meeting closed to the public so that the Court could meet in Closed Executive Session to deliberate business and financial issues as allowed under Section 551.0525 of the Texas Government Code.

The following individuals were asked to stay for the meeting:

Candy Gallego, Executive Assistant  
Bruce Erratt, Civil Counsel  
Ed Bull, Civil Counsel

Motion: Approve, Moved by County Judge Duane Peters, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

30. Consider and possible action on executive session.

At 10:38 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

31. Sheriff's report on inmate population.

Sheriff Chris Kirk stated there were 740 inmates in jail, 625 inmates are male and 115 are female, 24 have electronic monitors and 1 is pending for a monitor.

Sheriff Kirk reported that they are still housing 55 inmates from Aransas County. He said they have restored the power but are still working on the water. He believes the inmates will be moved back to Aransas County next week.

32. Announcement of interest items and possible future agenda topics.

Commissioner Aldrich announced that he has received a draft of the Interlocal Agreement for the Community Emergency Operations Center (CEOC) and a lease for the building.

Commissioner Berry commented that the Mexican War Memorial Dedication Ceremony will be Wednesday, September 13, 2017 at 5:30 p.m. at Veterans Park.

33. Call for Citizen input and/or concerns

There was no citizen's input.

34. Adjourn.



The foregoing minutes of the Commissioners Court meeting held September 12, 2017 have been examined and are approved in open Court this 10th day of October, 2017, in Bryan, Brazos County, Texas .



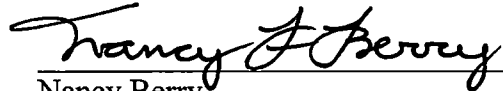
Duane Peters  
County Judge



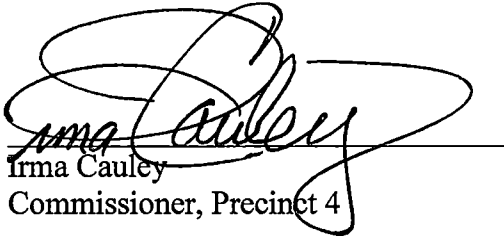
Steve Aldrich  
Commissioner, Precinct 1



Sammy Catalena  
Commissioner, Precinct 2

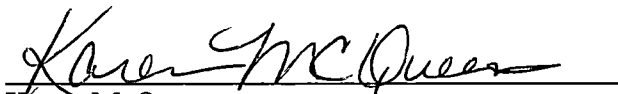


Nancy Berry  
Commissioner, Precinct 3

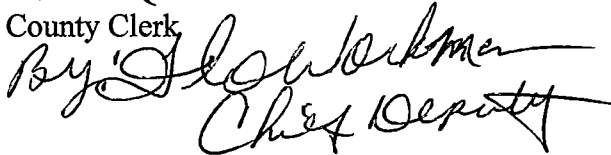


Irma Cauley  
Commissioner, Precinct 4

Attest:

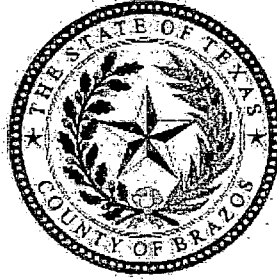


Karen McQueen  
County Clerk



Chief Deputy





**BRAZOS COUNTY  
BRYAN, TEXAS**

FILED

2017 SEP -8 P 2:24

KAREN MCQUEEN, COUNTY CLERK  
BRAZOS COUNTY, BRYAN, TEXAS  
*Karen McQueen* DEPUTY

**NOTICE OF MEETING AND AGENDA**

**BRAZOS COUNTY COMMISSIONERS COURT**

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET  
IN REGULAR SESSION ON SEPTEMBER 12, 2017 AT 10:00 AM IN  
THE COMMISSIONERS COURTROOM OF THE COUNTY  
ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106,  
BRYAN, TX 77803**

- 
1. Invocation and Pledge of Allegiance  
- U.S. and Texas Flag - Chaplain G.H. Jones and Judge Peters
  2. Call for Citizen input and/or concerns

**Consider and take action on agenda items 3-30:**

3. Designation of the day of the week and the location for Commissioners Court to convene into Regular Session each week during FY 2018.
4. Resolution 17-020 approving the budget of the Brazos County Emergency Communications District.
5. Appointment of Rick Gardner as a fire commissioner to the Brazos County Emergency Services District #4; term of appointment is 9/12/17 - 12/31/18.
6. Approval of the daily amount of reimbursement of expenses for a person who reports to jury service for Fiscal Year 2018.
7. Approval of non-profit agencies for jurors to have the option to donate all or part of their juror payments to for Fiscal Year 2018.
8. Approval of Juror Payment Authorization Forms for Fiscal Year 2017.
9. Acceptance of donated property left by inmates leaving the Brazos County Jail.
10. Request for a variance of the comp time policy to allow the Elections Administration Office to accrue more than 40 hours comp time and allow for an extra 120 days to use comp time.
11. Request from Juvenile Administration for the following personnel changes with effective



date as of September 1, 2017. This will decrease the Grant Fund by \$36,998 and increase the General Fund by \$36,998.

- a. Move the following positions from Fund 3000 (Grant Fund), Divisions 312110, 312120, 312140 and 312150.
    - Director - Juvenile SVC, Class Code 1801 Position 1, with cell phone allowance, Division 312110
    - JPO-TJPC-F, Class Code 1883 Position 2, Division 312110
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12. Change order to purchase order #17001491 to TreanorHL in the amount of \$152,510.00 to add the JJAEP as an alternate.
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  15. Approval of the following community support contracts:
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    - b. Arts Council of Brazos Valley
    - c. Big Brothers Big Sisters of Brazos Valley
    - d. Brazos Valley Council of Governments - Indigent Health Care
    - e. Brazos Valley Veterans Memorial
    - f. Bryan/College Station Chamber of Commerce, Inc.
    - g. Health For All, Inc.
    - h. Junction 505
    - i. Mental Health Mental Retardation Authority of Brazos Valley
    - j. Research Valley Partnership, Inc.
    - k. Scotty's House Child Advocacy Center
    - l. South Brazos County Fire Department, Inc.
    - m. District Two Volunteer Fire Department, Inc.
    - n. Brazos County Precinct 3 Volunteer Fire Department, Inc.
    - o. Brazos County Precinct 4 Volunteer Fire Department, Inc.
  16. Discuss and take possible action on a contract renewal with Grayson County for juvenile residential services.
  17. Discuss and take possible action on a contract renewal with Leon County for pre-adjudication detention beds.
  18. Award and approval of contract for RFP # 17-048 Emergency Notification System per the recommendation of approved evaluation committee.



19. No award and permission to re-advertise RFP # 17-285 County Depository Contract.
20. Award of Contract # 17-305 Tree Removal Services
21. Consider and take action on the Frontier Communications utility permit to conduct a 600' bore within the right of way of Smetana Road. Work will include placing a 4" PVC conduit a depth of 4 feet under a proposed drainage culvert and a minimum of 3 feet below the proposed ditch cut of Smetana Road. Cables will be pulled through this conduit. Line is being adjusted to accommodate the widening of Smetana Road. Site is located in Precinct 4.
22. The Final Plat of Aggieland Business Park Phase 1, 2A & 2B; Phase 1 Block 1 Lots 2R; Phase 2A Block 1, 3R-1 – 3R-3, 4R-1 – 4R-3; Phase 2B Block 1 5R, 6R-1 & 6R-2 Being a Replat of Aggieland Business Park Phase 1 Block 1 Lot 2 (Volume 8562, Page 146), Aggieland Business Park Phase 2A Block 1 Lots 3 & 4 (Volume 12314 Page 98), Aggieland Business Park Phase 2B Block 1 Lot 6 (Volume 12314 Page 98); J.H. Jones Survey, A-26; College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.
23. Expenditure Journal Entries FY 16/17 090032
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25. Commissioners Court minutes for the following dates:
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26. Budget Amendments.  
Budget Amendments FY 16/17 50.1 - 50.7
27. Personnel Change of Status.  
Personnel Action Forms
28. Payment of Claims.
29. Convene into Executive Session pursuant to Texas Government Code 551.0725 to deliberate business and financial issues related to a contract being negotiated.
30. Consider and possible action on executive session.



31. Sheriff's report on inmate population.
32. Announcement of interest items and possible future agenda topics.
33. Call for Citizen input and/or concerns
34. Adjourn.



## **PUBLIC COMMENTS**

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

It is not the intention of the Brazos County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, or County employees, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

1. cancellation of a speaker's time;
2. removal from the Commissioners Court;
3. a Contempt Citation; and/or
4. such other and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

The County Commissioners Court can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners Court. However, responses from the County Judge or Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. To ensure the public has notice of all matters the Commissioners Court will consider, the County Judge and/or Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, recite existing policy in response to an inquiry or to ask that a matter be listed on a future agenda. See Texas Open Meetings Act Section 551.042.

## **INVOCATION**

Any invocation that may be offered before the official start of the Court meeting shall be to and for the benefit of the Court. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Court and do not necessarily represent the religious beliefs or views of the Court in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Court.

The Commissioners Courtroom of the County Administration Building, 200 South Texas Ave., Suite 106, Bryan, TX 77803 is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.



# BRAZOS COUNTY COMMISSIONER'S COURT

12<sup>th</sup> DAY OF September, 2017  
10:00 AM/PM, \_\_\_\_\_

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

<u>KAREN McQUEEN</u>	<u>COUNTY CLERK</u>
<u>Ashlie Peters-Bauman</u>	<u>Co. Clerk</u>
<u>Rev. B. H. Jones</u>	<u>Chaplain</u>
<u>Malinda Washington-Jones</u>	<u>Chaplain Wife</u>
<u>Cheryl Coffman</u>	<u>Comm. Ct.</u>
<u>Gary Arnold</u>	<u>L &amp; B</u>
<u>Bethany Jones</u>	<u>CJ</u>
<u>Jeff Reeves</u>	<u>Constable Pct. 1</u>
<u>M. Perez</u>	<u>Risk</u>
<u>James D. [Signature]</u>	<u>Aggeland Business Park.</u>
<u>[Signature]</u>	<u>Arts Council</u>
<u>Bill Oliver</u>	<u>WTAW</u>
<u>Ricky Flores</u>	<u>SCHULTZ ENGINEERING</u>
<u>Ed Bull</u>	<u>CA</u>
<u>Dayanna Garcia</u>	<u>HR</u>



# BRAZOS COUNTY COMMISSIONER'S COURT

12<sup>th</sup> DAY OF September, 2017  
10:00 (AM)/PM, \_\_\_\_\_

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Megan MasonAuditorKatie ConnorAuditorERIC CALDWELLBCTIWayne DickeySOMichelle MeadorEMJason WareBMJim StewartEOChris KirkSheriffWM. CHARLES WENDTProctorDONALD VANLESm + 1 LED LampRCC Pot 2AngieTreasuryRobertsJames EdgeCoac FLOREMiranda Henderson"



BRAZOS COUNTY  
COMMISSIONER'S COURT

12 DAY OF September, 2017  
10:00 AM/PM, \_\_\_\_\_

Name

(PLEASE PRINT)

Robert L. Gendron  
Candido Gallego

Organization

(PLEASE PRINT)

Civiliza  
Comm. Court





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Designation of the day of the week and the location for Commissioners Court to convene into Regular Session each week during FY 2018.  
TO: Commissioners Court  
DATE: 09/08/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[date and time.pdf](#)

**Description**

backup

**Type**

Cover Memo





**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**Designation of the Day of the Week and the Location for the  
Commissioners Court to convene in Regular Session each  
Week during FY 2018.**

The Brazos County Commissioners Court will convene in regular session each Tuesday morning at 10:00 a.m. in the Commissioners Courtroom of the County Administration Building, 200 South Texas Avenue, Ste. 106, Bryan, Texas.

**APPROVED:**

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters  
County Judge

9/12/17  
Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Resolution 17-020 approving the budget of the Brazos County Emergency Communications District.  
TO: Commissioners Court  
DATE: 09/08/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">BUDGETRES_BRAZOS_COUNTY.pdf</a>	Resolution	Cover Memo
<a href="#">SUMMARY_FY_2018_Budget_072517.pdf</a>	Summary	Cover Memo
<a href="#">DETAILED_FY_2018_Budget_072517.pdf</a>	Detailed	Cover Memo



RESOLUTION NO. 17-020

A RESOLUTION APPROVING THE BUDGET OF THE BRAZOS COUNTY EMERGENCY COMMUNICATIONS DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas provided for interlocal governmental agreements to benefit the citizens of the State; and,

WHEREAS, the voters of Brazos County have approved the establishment of the Brazos County Emergency Communications District in accordance with State law; and,

WHEREAS, the Board of Managers of the District have approved the Budget for fiscal year 2017-2018; and,


WHEREAS, Section 772.309 of the Health and Safety Code requires the approval of the District's budget by the Commissioners Court of the County located in the District and a majority of the participating jurisdictions in the District; and,

WHEREAS, the undersigned authorities have, in public meeting, approved the annual budget of the District as submitted to them; NOW THEREFORE,


BE IT RESOLVED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS THAT:

1. The Commissioner's Court of Brazos County, Texas hereby approves the annual budget of the District as submitted to them and as provided for by law.
2. A copy of the budget is attached hereto as Exhibit "A" and incorporated herein by this reference for all purposes.
3. This Resolution shall be effective immediately upon its adoption and passage.

ADOPTED AND PASSED by affirmative vote this 12<sup>th</sup> day of September, 2017.

BY:   
Duane Peters, County Judge

ATTEST:

BY:   
Karen McQueen, County Clerk





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Appointment of Rick Gardner as a fire commissioner to the Brazos County Emergency Services District #4; term of appointment is 9/12/17 - 12/31/18.

TO: Commissioners Court

DATE: 09/08/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

No Attachments Available





**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**COMMITTEE/BOARD APPOINTMENT**

The Commissioners Court of Brazos County does hereby approve the appointment of

**Rick Gardner**

as a

**Fire Commissioner**

to the

**Brazos County Emergency Services District #4**

**\*\*Term of appointment is 9/12/17 – 12/31/18.**

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line. To the right of the signature, the date "9/12/17" is handwritten.

Duane Peters  
County Judge

Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Approval of the daily amount of reimbursement of expenses for a person who reports to jury service for Fiscal Year 2018.

TO: Commissioners Court

DATE: 09/08/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Juror Payments Amounts.pdf](#)

**Description**

Jury Payment Amounts

**Type**

Cover Memo






**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**Juror Payments**

Approval of the daily amount of reimbursement of expenses for a person who reports for jury service in Fiscal Year 2018.

- \$6.00 for the first day
- \$40.00 for each day thereafter

**APPROVED:**

  
\_\_\_\_\_  
Duane Peters  
County Judge

9/12/17  
\_\_\_\_\_  
Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Approval of non-profit agencies for jurors to have the option to donate all or part of their juror payments to for Fiscal Year 2018.

TO: Commissioners Court

DATE: 09/08/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Juror Payments Non-Profit Agencies.pdf](#)

backup

Cover Memo





**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**Juror Payments**  
**Non-Profit Agencies**

Approval of non-profit agencies for jurors to have the option to donate all or part of their juror payments to for Fiscal Year 2018.

- Crime Victims' Compensation Fund (mandated)
- Brazos County Child Welfare Board (mandated)

**APPROVED:**

Duane Peters  
County Judge

9/12/17

Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

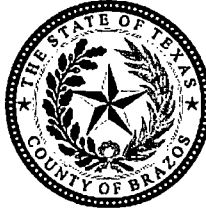
DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Approval of Juror Payment Authorization Forms for Fiscal Year 2017.  
TO: Commissioners Court  
DATE: 09/08/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Revised payment form (\$6).pdf</a>	Form \$6	Cover Memo
<a href="#">Revised payment form (\$40).pdf</a>	Form \$40	Cover Memo



8

**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	9/12/2017
ITEM:	Approval of Juror Payment Authorization Forms for Fiscal Year 2017.
TO:	Commissioners Court
DATE:	09/08/2017
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00

**ATTACHMENTS:**

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Revised_payment_form_(\$6).pdf</u>	Form \$6	Cover Memo
<u>Revised_payment_form_(\$40).pdf</u>	Form \$40	Cover Memo

**APPROVED**

Duane Peters  
County Judge

9/8/17  
Date



Brazos County



**Marc Hamlin**  
District Clerk

300 E. 26<sup>th</sup> St., Suite 1200  
Bryan TX 77803  
(979) 361-4224

## JUROR PAYMENT AUTHORIZATION FORM

**Juror Name:** \_\_\_\_\_ **Summons ID:** \_\_\_\_\_

**Court:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reimbursement Rate: \$6.00**

Thank you for your jury service in Brazos County. Texas law entitles you to receive reimbursement for your travel and other expenses. In Brazos County, the rate is set at \$6.00 for the day of Jury Selection. If you are selected to serve as a juror, you are entitled to receive \$40.00 per day after the first day. Again, thank you for your jury service.

Sincerely,

Marc Hamlin, District Clerk

---

\* Please check one of the following:

☐ I want to be paid.

**OR**

☐ I would like to donate to: **Crime Victims' Compensation Fund-**  
*Provides service to assist victims of crime.*

**OR**

☐ I would like to donate to: **Brazos County Child Welfare Board-**  
*Advocates for the protection of children from abuse and neglect.*

---

**\*Juror's Signature**

---

**Date**

By my signature, I acknowledge that I have directed the Brazos County Treasurer to disburse the funds as indicated above.

**\* ALL FUNDS NOT DESIGNATED WILL BE RETAINED BY BRAZOS COUNTY**



Brazos County



**Marc Hamlin**  
District Clerk

300 E. 26<sup>th</sup> St., Suite 1200  
Bryan TX 77803  
(979) 361-4230

## JUROR PAYMENT AUTHORIZATION FORM

Juror Name: \_\_\_\_\_

Summons ID: \_\_\_\_\_

Court: \_\_\_\_\_

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

**Reimbursement Rate: \$40.00**

Thank you for your jury service in Brazos County. Texas law entitles you to receive reimbursement for your travel and other expenses. Now that you have been selected as a juror or Jury Selection has lasted more than one day, you are entitled to receive **\$40.00 per day** after the first day.

Sincerely,

A handwritten signature in cursive script that reads "Marc Hamlin".

Marc Hamlin, District Clerk

---

\*Please check one of the following:

☐ I want to be paid.

**OR**

☐ I would like to donate to: **Crime Victims' Compensation Fund**  
*Provides service to assist victims of crime.*

**OR**

☐ I would like to donate to: **Brazos County Child Welfare Board**  
*Advocates for the protection of children from abuse and neglect.*

---

**\*Juror's Signature**

---

**Date**

By my signature, I acknowledge that I have directed the Brazos County Treasurer to disburse the funds as indicated above.

**\*ALL FUNDS NOT DESIGNATED WILL BE RETAINED BY BRAZOS COUNTY**





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Brazos County Office of the Sheriff  
- Detention Center

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Acceptance of donated property left by inmates leaving the Brazos County Jail.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 09/06/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: approval of Donated/Awarded Property-see attached forms

ACTION REQUESTED OR  
ALTERNATIVES: approval

**ATTACHMENTS:**

**File Name**

[Donation of County Property 2017-0818.pdf](#)

**Description**

Connation Forms

**Type**

Cover Memo





9

**BRAZOS COUNTY, TEXAS  
ACCEPTANCE OF DONATED/AWARDED PROPERTY  
DONATION OF COUNTY PROPERTY**

Date: 08/18/17

☐ Acceptance of Donated/Awarded Property  
(Awarded property requires signed court documentation)

☐ Donation of County Property

☒ Acceptance of Donated Inmate Property  
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: \_\_\_\_\_

Please provide all information requested below as applicable to the property being accepted or donated. Forms containing any blank fields will be returned for completion.

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ SN/VIN #: \_\_\_\_\_

☐ Functional ☐ Non-Functional. Explain if Non-Functional \_\_\_\_\_

Additional Description/Information: Clothing, Jewellery, Electronics and other misc items left by inmates  
leaving the Brazos County Detention Center in the month of July.

Estimated Value: \_\_\_\_\_

Check box for Capital Asset (value/initial cost is over \$5000)

<b>Acceptance of Donated Property</b>	<b>Donation of County Property</b>								
<p>Check the appropriate account based on estimated value of property being accepted:</p> <p><input type="checkbox"/> 61235000 (Donation - Other)*</p> <p><input type="checkbox"/> 60010000 (No Asset Tag - Under \$500)</p> <p><input type="checkbox"/> 67010000 (Minor Property - \$500 - \$4999)</p> <p><input type="checkbox"/> 80010000 (Capital Property - Over \$5000)</p>	<p>Check the appropriate entity property being donated to:</p> <table style="width: 100%;"><tr><td style="width: 60%;">Government Entity:</td><td><u>Brazos County Sheriff's Office</u></td></tr><tr><td></td><td style="text-align: center;">Organization Name</td></tr><tr><td>Other (Due to Statutory requirements prior approval is required by Purchasing:</td><td><u>Brazos County Sheriff's Office</u></td></tr><tr><td></td><td style="text-align: center;">Organization Name</td></tr></table>	Government Entity:	<u>Brazos County Sheriff's Office</u>		Organization Name	Other (Due to Statutory requirements prior approval is required by Purchasing:	<u>Brazos County Sheriff's Office</u>		Organization Name
Government Entity:	<u>Brazos County Sheriff's Office</u>								
	Organization Name								
Other (Due to Statutory requirements prior approval is required by Purchasing:	<u>Brazos County Sheriff's Office</u>								
	Organization Name								

\*Donation - Other to be used for funds donated to Brazos County for use of a non-county expenditure.

I certify that the above mentioned item has been donated or awarded to Brazos County. This item has been received in good faith and upon approval by Commissioner's Court will become a part of the General Fixed Asset Account of Brazos County. The determination to accept or reject the donation will be made at the sole discretions of Commissioners Court based upon such things as usefulness, projected operating, maintenance and insurance costs.

Requesting Department: Brazos County Sheriff's Office  
Department Name Authorized Signature

Organization Receiving Donated Property: \_\_\_\_\_  
Authorized Signature

Approved by Commissioners Court on this 12<sup>th</sup> day of September, 2017

  
Commissioners Court Approval





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Request for a variance of the comp time policy to allow the Elections Administration Office to accrue more than 40 hours comp time and allow for an extra 120 days to use comp time.

TO: Commissioners Court

DATE: 09/07/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Variance.pdf](#)

**Description**

Variance Request

**Type**

Cover Memo



## REQUEST FOR VARIANCE ON COMP TIME POLICY

Due to the increased number of comp-time hours that will be accumulated by the Elections Department during the Bryan ISD Special Election and the Constitutional Amendment Election I am requesting a variance on the comp-time policy to allow the employees of the Elections Administrator's Office to accrue more than 40 hours. Due to holding two elections within thirty day timeframe some employees may exceed the 40 hour maximum. I am also requesting an extra 120 days for said employees to take their comp time.

This would impact the following employees:

Krystal Ocon, Elections Coordinator, Employee #4286  
Kathy Schuetze, Voter Registration Coordinator, Employee #2342  
Victoria Elliott, Employee #4606  
Regina White, Employee #4468  
Paul Velazquez, Employee #12162  
Norma Tijerina, Employee #2661

Thank you for your consideration.



Trudy R. Hancock, REO  
Elections Administrator  
Brazos County

**APPROVED**



Duane Peters  
County Judge

9/12/17

Date





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Request from Juvenile Administration for the following personnel changes with effective date as of September 1, 2017. This will decrease the Grant Fund by \$36,998 and increase the General Fund by \$36,998.

- a. Move the following positions from Fund 3000 (Grant Fund), Divisions 312110, 312120, 312140 and 312150.
  - Director - Juvenile SVC, Class Code 1801 Position 1, with cell phone allowance, Division 312110
  - JPO-TJPC-F, Class Code 1883 Position 2, Division 312110
  - Probation Spvr-TJPC-F, Class Code 2860 Position 1, Division 312120
  - Probation Spvr-Com Cor, Class Code 2856 Position 1, Division 312120 (95%), Division 312140 (3%), and Division 312150 (2%)
- b. Add the following positions at 100% to Fund 0100 (General Fund) Division 31000100.
  - Director - Juvenile SVC, Class Code 1801 Position 1, with cell phone allowance
  - JPO-TJPC-F, Class Code 1883 Position 2
  - Probation Spvr-Com Cor, Class Code 2856 Position 1
- c. Add the following position at 100% to Fund 0100 (General Fund) Division 31000300.
  - Probation Spvr-TJPC-F, Class Code 2860 Position 1

TO: Commissioners Court

FROM: Irene Jett

DATE: 09/06/2017

FISCAL IMPACT: True

BUDGETED: False

DOLLAR AMOUNT: \$0.00

BUDGET DETAIL:

Prorated amounts are as follows by Division

- Fund 3000, Division 312110
  - - \$21,206
- Fund 3000, Division 312120
  - - \$15,397
- Fund 3000, Division 312140
  - - \$237
- Fund 3000, Division 312150
  - - \$158
- Fund 0100, Division 31000100
  - \$29,102
- Fund 0100, Division 31000300
  - \$7,896

SOURCE OF FUNDS:

NOTES/EXCEPTIONS: Grant will no longer support the salary and benefits listed above due to the decrease of awarded amount. The County will fund positions in FY 2018 in the General Fund.

ACTION REQUESTED OR  
ALTERNATIVES: Request approval.



**ATTACHMENTS:**

**File Name**

**Description**

**Type**



## 11

**Approved by:**



Letter Date: 9/5/2017  
Effective Date: 9/1/2017  
Agenda Date: 9/12/2017

Effective Date:		9/1/2017																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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**BRAZOS COUNTY, TEXAS**  
**REQUESTED POSITION CONTROL CHANGES TO ADOPTED BUDGET**  
**Juvenile Administration - Prorated**  
**For the Year Ending September 30, 2017**

Letter Date: 9/5/2017  
 Effective Date: 9/1/2017  
 Agenda Date: 9/12/2017

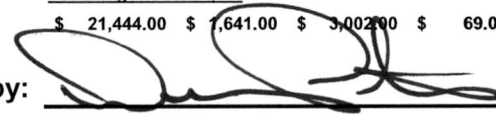
Depart.	Title	Class	Post.	Group	Steps	Code	Hours	Biweekly/ Hourly Rate	Base Budget Salary + Merit	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Medical/ Dental
										Salaries	FICA	Retirement	W/C	Unemploy ment	
4 Request:	Move position from 312120, 312140, 312150														
From:	Juvenile Administration									51610000	53100000	53200000	53800000	53900000	Medical/Flex
									-						
To:															
31000100	Probation Spvr-Com Cor	2856	1	20	13	014	200	28.34	5,668.00	5,668.00	434.00	794.00	18.00	-	982.00
RESULT:	Increase														
									Actual	5,668.00					
NET RESULT:	7,896.00														

**For Budget Office Use:**

\$ 21,444.00 \$ 1,641.00 \$ 3,002.00 \$ 69.00 \$ - \$ 2,946.00

**Total Cost**    **\$ 29,102.00**    Increase to FY 17 Budget

**Approved by:**





**BRAZOS COUNTY, TEXAS**  
**REQUESTED POSITION CONTROL CHANGES TO ADOPTED BUDGET**  
**Juvenile - TJJD-Mental Health Services (Grant) - Annual**  
**For the Year Ending September 30, 2017**

Letter Date: 9/5/2017  
 Effective Date: 9/1/2017  
 Agenda Date: 9/12/2017

										Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)		
										Basic	Pay	Budget	Biweekly/ Hourly	Base Budget	Salary + Merit	
Depart.	Title	Class	Post.	Group	Steps	Code	Hours	Rate								
1 Request:	Move position to 31000100															
From:	TJJD-Mental Health Services															
312150	Probation Spvr-Com Cor	2856	1	20	13	014	200	28.34								
To:																
RESULT:	Decrease															
NET RESULT:	(158.00)															

**For Budget Office Use:**

\$ (113.00) \$ (9.00) \$ (16.00) \$ - \$ - \$ (20.00)

**Total Cost** \$ **(158.00)** Decrease to FY 17 Budget

**Approved by:** \_\_\_\_\_



**BRAZOS COUNTY, TEXAS**  
**REQUESTED POSITION CONTROL CHANGES TO ADOPTED BUDGET**  
**Juvenile - TJJD-Commitment Diversion (Grant) - Prorated**  
**For the Year Ending September 30, 2017**

Letter Date: 9/5/2017  
 Effective Date: 9/1/2017  
 Agenda Date: 9/12/2017

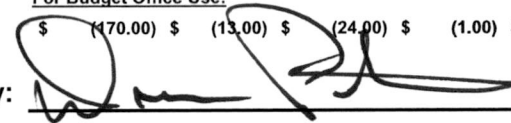
Depart.	Title	Class	Post.	Group	Steps	Code	Hours	Biweekly/ Hourly	Base Budget  Salary + Merit	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Medical/ Dental
1	Request: Move position to 31000100														
	From: TJJD-Commitment Diversion														
	312140 Probation Spvr-Com Cor	2856	1	20	13	014	200	28.34	170.04						
	To:								-	(170.00)	(13.00)	(24.00)	(1.00)	-	(29.00)
	RESULT: Decrease														
									Actual -						
	NET RESULT:	(237.00)													

For Budget Office Use:

\$ (170.00) \$ (13.00) \$ (24.00) \$ (1.00) \$ - \$ (29.00)

Total Cost \$ (237.00) Decrease to FY 17 Budget

Approved by:





**BRAZOS COUNTY, TEXAS**  
**REQUESTED POSITION CONTROL CHANGES TO ADOPTED BUDGET**  
**Juvenile - TJJD-Community Programs (Grant) - Prorated**  
**For the Year Ending September 30, 2017**

Letter Date: 9/5/2017  
 Effective Date: 9/1/2017  
 Agenda Date: 9/12/2017

Effective Date:	9/1/2017											Biweekly/	Base	Increase/	Increase/	Increase/	Increase/		
Agenda Date:	9/12/2017											Hourly	Budget	(Decrease)	(Decrease)	(Decrease)	(Decrease)	(Decrease)	
						Basic	Pay	Budget				Salary +							
												Merit							
Depart.	Title	Class	Post.	Group	Steps	Code	Hours		Rate				Salaries	FICA	Retirement	W/C	Unemploy	Medical/	
																	ment	Dental	
1 Request:	Move position to 31000300																		
From:	TJJD-Community Programs																		
312120	Probation Spvr-TJPC-F	2860	1	20	13	014	200		28.34		5,668.00		51610000	53100000	53200000	53800000	53900000	Medical/Flex	
To:																			
												-							
RESULT:	Decrease																		
												Actual	-						
NET RESULT:	(7,896.00)														100% - 312110				
2 Request:	Move position to 31000100																		
From:	TJJD-Community Programs																		
312120	Probation Spvr-Com Cor	2856	1	20	13	014	200		28.34		5,384.60		51610000	53100000	53200000	53800000	53900000	Medical/Flex	
To:																			
												-							
RESULT:	Decrease																		
												Actual	-						
NET RESULT:	(7,501.00)														95%-312120, 3%-312140, 2%-312150				

For Budget Office Use:

\$ (5,668.00) \$ (434.00) \$ (794.00) \$ (18.00) \$ - \$ (982.00)

Total Cost \$ (15,397.00) Decrease to FY 17 Budget

Approved by: \_\_\_\_\_



**BRAZOS COUNTY, TEXAS**  
**REQUESTED POSITION CONTROL CHANGES TO ADOPTED BUDGET**  
**Juvenile - TJJD-Basic Probation (Grant) - Prorate**  
**For the Year Ending September 30, 2017**

Letter Date: 9/5/2017  
 Effective Date: 9/1/2017  
 Agenda Date: 9/12/2017

										Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)		
Depart.	Title	Class	Post.	Group	Steps	Code	Hours	Rate	Salary + Merit	Salaries	FICA	Retirement	W/C	Unemploy ment	Medical/ Dental	
1	Request: Move position to 31000100															
	From: TJJD-Basic Probation															
	312110 Director - Juvenile SVC	1801	1	NA	NA	012	2.5	4,335.12	10,838.00	51200000	53100000	53200000	53800000	53900000	Medical/Flex	
	To:															
										(10,838.00)	(829.00)	(1,517.00)	(35.00)	-	(982.00)	
	RESULT: Decrease															
	NET RESULT:															





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Change order to purchase order #17001491 to TreanorHL in the amount of \$152,510.00 to add the JJAEP as an alternate.

TO: Commissioners Court

FROM: Mandy Rutledge

DATE: 08/30/2017

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: \$152,510.00

BUDGET DETAIL: 6300050 / 8017000

ACTION REQUESTED OR ALTERNATIVES: Change order to purchase order #17001491 to Treanorhl in the amount of \$152,510.00 to add alternate JJAEP on contract.

**ATTACHMENTS:**

**File Name**

[Treanorhl back up.pdf](#)

**Description**

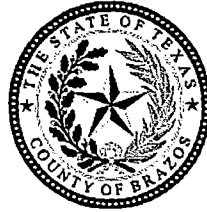
Treanorhl

**Type**

Backup Material



12

**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Change order to purchase order #17001491 to TreanorHL in the amount of \$152,510.00 to add the JJAEP as an alternate.

TO: Commissioners Court

FROM: Mandy Rutledge

DATE: 08/30/2017

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: \$152,510.00

BUDGET DETAIL: 6300050 / 8017000

ACTION REQUESTED OR  
ALTERNATIVES: Change order to purchase order #17001491 to Treanorhl in the amount of \$152,510.00 to add alternate JJAEP on contract.**ATTACHMENTS:****File Name**Treanorhl\_back\_up.pdf**Description**

Treanorhl

**Type**

Backup Material

**APPROVED** 9/12/17Duane Peters  
County Judge

Date



Design Development Estimate of Costs

Program Name	SCHEMATIC DESIGN			DESIGN DEVELOPMENT				Notes
	Square Footage	Average \$/SF	Sub-Total	Square Footage	Average \$/SF	Sub-Total	Difference from SD	
Division 2 - Existing Conditions			\$ 119,404			\$ 88,079	(\$31,325)	Reduction due to alternate scopes
Division 3 - Concrete			\$ 503,963			\$ 639,372	\$135,409	Increased foundation for soil conditions
Division 4 - Masonry			\$ 1,426,522			\$ 1,485,223	\$58,701	Additional detail provided
Division 5 - Metals			\$ 500,874			\$ 551,158	\$50,284	Additional detail provided
Division 6 - Wood and Plastics			\$ 300,617			\$ 319,469	\$18,852	Additional detail provided
Division 7 - Thermal and Moisture Protection			\$ 619,953			\$ 795,575	\$175,622	Additional detail and increased roof area
Division 8 - Openings			\$ 621,316			\$ 1,197,257	\$575,941	Moved detention hardware from Div 11
Division 9 - Finishes			\$ 581,229			\$ 553,739	(\$27,490)	Reduction due to alternate scopes
Division 10 - Specialties			\$ 51,055			\$ 53,355	\$2,300	Additional detail provided
Division 11 - Equipment			\$ 876,000			\$ 257,000	(\$619,000)	Moved detention hardware from Div 8
Division 12 - Furnishings			\$ 4,284			\$ -	(\$4,284)	Reduction due to alternate scopes
Division 21 - Fire Suppression			\$ 134,770			\$ 116,784	(\$17,986)	Reduction due to alternate scopes
Division 22 - Plumbing			\$ 804,275			\$ 684,855	(\$119,420)	Reduction due to alternate scopes
Division 23 - Heating and Ventilating			\$ 1,638,124			\$ 1,181,053	(\$457,071)	Reduction due to alternate scopes
Division 26 - Electrical			\$ 2,039,193			\$ 1,917,858	(\$121,335)	Reduction due to alternate scopes
Division 28 - Electronic Safety and Security			\$ 750,000			\$ 900,000	\$150,000	Additional scope (cameras)
Division 31 - Earthwork			\$ 890,482			\$ 1,005,357	\$114,875	Additional scope for foundation
Division 32 - Site Improvements			\$ 485,290			\$ 621,642	\$136,352	Additional scope for interior courtyards
Division 33 - Site Utilities			\$ 305,580			\$ 286,155	(\$19,425)	Reduction due to alternate scopes
Foundation System Option Additional Costs						\$ 212,773	\$212,773	Increased foundation for soil conditions
<b>SUB-TOTAL</b>	<b>43,306</b>	<b>\$ 292</b>	<b>\$ 12,653,000</b>	<b>40,724</b>	<b>\$ 316</b>	<b>\$ 12,866,800</b>	<b>\$ 213,800</b>	
General Conditions and Insurance		8%	\$ 1,012,240		8%	\$ 1,029,344		
Overhead & Profit		5%	\$ 683,262		5%	\$ 694,807		
Bond		0.8%	\$ 114,788		0.8%	\$ 116,728		
Design Contingency		5%	\$ 723,165		5%	\$ 735,384		
Escalate to 4Q 2017 Start of Construction		4.0%	\$ 578,532		2.5%	\$ 367,692		
<b>TOTAL CONSTRUCTION BUDGET</b>	<b>43,306</b>	<b>\$ 364</b>	<b>\$ 15,764,986</b>	<b>40,724</b>	<b>\$ 388</b>	<b>\$ 15,810,755</b>	<b>\$ 45,769</b>	<b>BASE BID SCOPE</b>

ALTERNATES

								Include Scope
1 - JJAEP	7,464	\$ 273	\$ 2,040,381	7,448	\$ 273	\$ 2,033,472	No	
2 - Office Addition				993	\$ 343	\$ 340,970	No	
3 - Break Room & Shift Managers				694	\$ 84	\$ 58,279	No	
4 - Office Renovation (Existing Gym)				4,072	\$ 131	\$ 531,535	No	
5 - Reduce West Parking Area						\$ 47,217	No	
<b>TOTAL ALTERNATES</b>								

SOFT COSTS

	SCHEMATIC DESIGN		DESIGN DEVELOPMENT		
Professional Fees					
Base Bid Fee		\$ 1,132,500		\$ 1,132,500	
Alternate Design Fee			7.5%	\$ 152,510	Added A/E fee for JJAEP alternate bid
Reimbursable Expense Allowance		\$ 8,000		\$ 8,000	
Utility/ Infrastructure Costs (New Elec Service)		\$ 20,000		\$ 20,000	
Hazardous Materials Survey		\$ 2,000		\$ 2,000	
Site Survey		\$ 40,000		\$ 40,000	
Geotechnical Survey Allowance		\$ 6,500		\$ 6,500	
Data/ Telephone/ IT		\$ 50,000		\$ -	Included in construction
Printing / Bidding & CA Expense Allowance		\$ 10,750		\$ 10,750	
Construction Special Inspections Allowance		\$ 65,000		\$ 65,000	
Commissioning				\$ 20,000	Required by energy code
Furniture, Fixtures, and Equipment	1.5%	\$ 236,475		\$ 200,000	Reduced scope
Owner's Contingency		\$ 700,000		\$ 700,000	
<b>SOFT COST TOTALS</b>		<b>\$ 2,271,225</b>		<b>\$ 2,357,260</b>	
<b>TOTAL PROJECT COSTS</b>		<b>\$ 18,036,211</b>		<b>\$ 18,168,015</b>	
<b>PROJECT BUDGET</b>		<b>\$ 18,000,000</b>		<b>\$ 18,000,000</b>	
Variance Amount				(\$168,015)	
Variance Percentage				1%	





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: First Amendment to the First Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System effective October 1, 2017.  
TO: Commissioners Court  
DATE: 09/07/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Brazos County Copy - BVWACS ILA Amendment - With 7 Signature Pages.pdf</a>	ILA	Cover Memo



FIRST AMENDMENT TO THE FIRST RESTATEMENT OF THE  
INTERLOCAL AGREEMENT FOR THE CONSTRUCTION, ACQUISITION,  
IMPLEMENTATION, OPERATION AND MAINTENANCE OF THE BRAZOS  
VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)

STATE OF TEXAS §

COUNTIES OF BRAZOS, WASHINGTON, AND GRIMES §

This Amendment to the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) is effective as of October 1, 2017.

Whereas, the Cities of Bryan, College Station and Brenham, and the Counties of Washington and Brazos, and Texas A&M University entered into an interlocal agreement for the construction, acquisition, implementation, operation and maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

Whereas, Section 11 of the Agreement provides for the addition of new parties to the BVWACS system; and

Whereas, Section 6 of the Agreement provides for the amendment of the Agreement; and

Whereas, Grimes County has petitioned the current BVWACS parties to become a full BVWACS party; and

Whereas, Grimes County agrees to abide by all covenants, terms, and conditions outlined in the Agreement; and

Whereas, the existing BVWACS parties wish to amend the Interlocal Agreement to add Grimes County as a full BVWACS party; and

Whereas, the Brazos Valley Council of Governments has possession of two (2) six-channel 700 Megahertz GTR8000 Subsite racks provided to BVWACS and not currently in use; and

Whereas, Grimes County has secured funding to place at least one (1) six-channel 700 Megahertz GTR8000 Subsite rack into service; and

Whereas, Grimes County intends to secure funding to place the second six-channel 700 Megahertz GTR8000 Subsite rack into service in the near future;

NOW, THEREFORE, the BVWACS parties and Grimes County hereby agree as follows:

1. Unless expressly written herein, the terms of this amendment shall follow the terms of the Agreement and will continue until September 30, 2018, as defined in Section 2 of the Agreement.



2. The primary area to be served by this Amendment is Grimes County, Texas. The addition of the two infrastructure sites in Grimes County will provide capacity and capability to support the additional Grimes County subscriber units.
3. Grimes County will fund all costs associated with bringing the RF infrastructure into service. This includes, but is not limited to, grant funding provided by the State of Texas or locally budgeted funds.
4. Grimes County's costs associated with being a BVWACS Party will be calculated every year, based on the number of subscriber devices they have in service on the BVWACS System.
5. If Grimes County's initial subscriber count is insufficient to cover the actual maintenance and operation costs of their membership, Grimes County will be responsible for payment of a sufficient number of subscriber units to offset those costs.
6. Once Grimes County's actual number of subscriber units in-service is sufficient to cover the actual maintenance and operation costs of Grimes County's membership, it will be billed and will pay at its actual subscriber count.
7. Grimes County's intent is to transition all Grimes County organizations and entities requiring interoperable communications to the BVWACS System.
8. Grimes County agrees to install one (1) six-channel 700 Megahertz GTR8000 Subsite rack and any and all associated tower hardware at the existing tower site located on the property of the Grimes County Sheriff's Office in Anderson, TX as "Phase 1" of their partnership, and Grimes County agrees that they will be wholly responsible for any and all lease fees that may be charged by the owner of said tower structure, so long as they remain a BVWACS Party. Equipment installation and full implementation of the "Phase 1" site is a necessary condition for this Amendment to become effective.
9. Grimes County agrees that they will apply for grant funding in the 2017 grant cycle to bring a second RF site online in Bédias, TX., and if approved will install one (1) six-channel 700 Megahertz GTR8000 Subsite rack and any and all associated tower hardware at said tower located at the Bédias Wastewater Treatment Facility.
10. In accordance with Section 4.B. and 5.B of the Agreement, Grimes County shall appoint One (1) official to the BVWACS Governing Board, and One (1) primary representative and One (1) alternate representative to the BVWACS Operating Board.
11. The BVWACS Parties agree that, for testing and verification purposes, RF site infrastructure and limited subscriber units may become active prior to the effective date of this Amendment. The BVWACS Parties further agree that, should these units become active prior to the effective date of this Amendment, Grimes County shall not be billed for this testing, verification, and usage of the BVWACS System until the effective date of this Amendment.
12. In accordance with Section 22.D. of the Agreement, Notices to Grimes County shall be directed to the attention of the County Judge with a copy to the County Attorney, at 100 Main Street, Anderson TX 77830.



IN WITNESS WHEREOF, this Amendment has been executed and delivered on behalf of the BVWACS Parties by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.



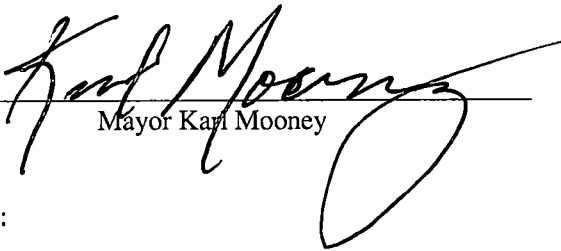
CITY OF BRENHAM

By: Milton Tate  
Mayor Milton Tate

Date: 9/5/17

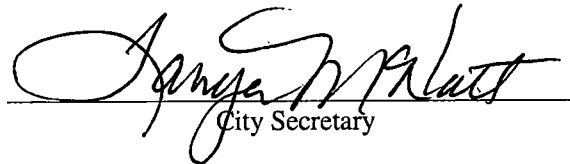


CITY OF COLLEGE STATION

By:   
Mayor Karl Mooney

Date: 9-26-17

ATTEST:

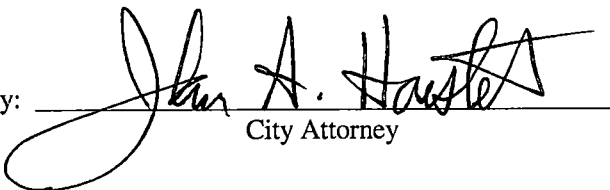
  
City Secretary

Date: 9-26-17

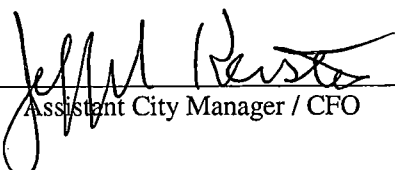
APPROVED:

By:   
City Manager

Date: 9.26.17

By:   
City Attorney

Date: 9/12/17

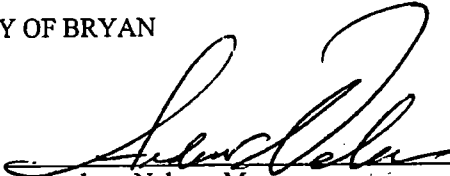
By:   
Assistant City Manager / CFO

Date: 9-8-17



CITY OF BRYAN

By:

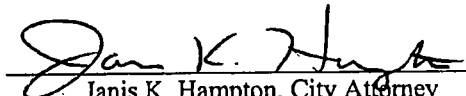
  
Andrew Nelson, Mayor

Date: 9-25-17

ATTEST:

  
Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

  
Janis K. Hampton, City Attorney



WASHINGTON COUNTY

By: \_\_\_\_\_  
County Judge John Brieder

Date: 9-12-2017



**BRAZOS COUNTY COMMISSIONERS COURT**



Date: 9/12/17

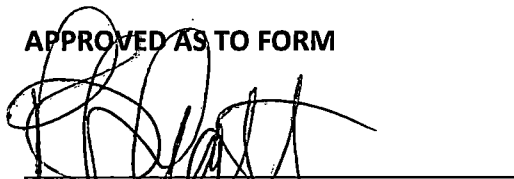
Duane Peters, County Judge  
200 S. Texas Ave., Suite 332  
Bryan, TX 77803  
Phone: 979-361-4102  
Fax: 979-361-4503

**ATTEST**



Karen McQueen, County Clerk

**APPROVED AS TO FORM**



Assistant County Attorney



GRIMES COUNTY

By: \_\_\_\_\_

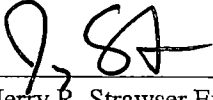
County Judge Ben Leman

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

9-5-17



TEXAS A&M UNIVERSITY

By:   
Jerry R. Strawser Executive Vice President  
and Chief Financial Officer

Date: 10/20/17





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Brazos County Office of the Sheriff  
- Detention Center

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Renewal of the Interlocal Cooperative Agreement providing for the housing of prisoners from the City of Bryan, Texas in the County Jail for Fiscal Year 2018.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 09/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval

ACTION REQUESTED OR  
ALTERNATIVES: Approval

**ATTACHMENTS:**

**File Name**

[ILA BPD Inmate Housing Memo 2017-0905.docx](#)

[Resolution 3720 - 8 22 2017.pdf](#)

**Description**

Resolution Memo

Resolution No. 3720

**Type**

Cover Memo

Cover Memo



**RESOLUTION NO. 3720**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS AUTHORIZING RENEWAL OF AN INTERLOCAL AGREEMENT FOR FISCAL YEAR 2018 BETWEEN THE CITY OF BRYAN AND BRAZOS COUNTY FOR THE HOUSING OF CITY OF BRYAN PRISONERS; APPROVING FISCAL YEAR 2018 FUNDING IN THE NOT TO EXCEED AMOUNT OF \$175,000.00 FOR HOUSING OF CITY OF BRYAN PRISONERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this agreement between the City of Bryan a political subdivision of the State of Texas and the Brazos County a political subdivision of the State of Texas is made pursuant to the provisions of the Interlocal Cooperation Act V.T.C.A., Government Code Chapter 791; and

**WHEREAS**, it has been found and determined by the Commissioners Court of Brazos County Texas and by the City Council of the City of Bryan Texas that utilizing one jail facility to serve the law enforcement agencies of the City of Bryan and Brazos County shall result in increased efficiency and economy to the Citizens of Brazos County; and

**WHEREAS**, the Brazos County Jail and Its attendant facilities are adequate to serve the law enforcement agencies of both the City of Bryan and Brazos County; and

**WHEREAS**, Brazos County and the City of Bryan have entered into an agreement by which Brazos County will house in its County Jail and offer care for prisoners of the City of Bryan; and

**WHEREAS**, the Fiscal Year 2018 cost to the City of Bryan will not exceed \$175,000.00 for the Housing of City of Bryan prisoners; and

**WHEREAS**, the City of Bryan desires to approve and adopt the existing agreement with Brazos County for Fiscal Year 2018.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Bryan Texas that:

1.

Funding for Fiscal Year 2018 in an amount not to exceed \$175,000.00 for the Housing of City of Bryan prisoners is approved; and

2.

The Interlocal Agreement renewal between the City of Bryan and Brazos County for the Housing of City of Bryan prisoners is adopted for twelve (12) months beginning October 1, 2017, through September 30, 2018, inclusive. A copy of the Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference for all purposes.

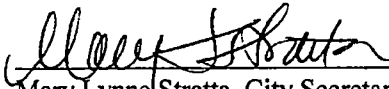
3.

This resolution is immediately effective upon passage and adoption.

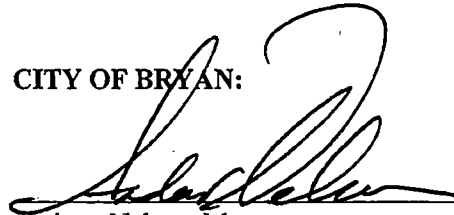


ADOPTED BY VOTE OF THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS, this 22 day  
of August, 2017.

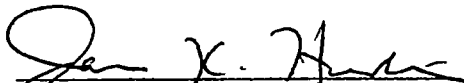
ATTEST:

  
Mary Lynne Stratta, City Secretary


CITY OF BRYAN:

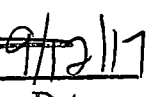
  
Andrew Nelson, Mayor

APPROVED AS TO FORM:

  
Janis K. Hampton, City Attorney

APPROVED

  
Duane Peters  
County Judge

  
Date



**INTERLOCAL COOPERATIVE AGREEMENT**  
**PROVIDING FOR THE HOUSING OF PRISONERS FROM**  
**THE CITY OF BRYAN, TEXAS IN THE BRAZOS COUNTY JAIL**

**THE STATE OF TEXAS       §**

**COUNTY OF BRAZOS       §**

This Agreement between the City of Bryan, a political subdivision of the State of Texas, and the County of Brazos, a political subdivision of the State of Texas, is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791.

**WHEREAS**, it has been found and determined by the Commissioners' Court of the County of Brazos, Texas, and by the City Council of the City of Bryan, Texas, that utilizing only one jail facility to serve the law enforcement agencies of the City of Bryan and the County of Brazos shall result in increased efficiency and economy to the citizens of the County of Brazos; and

**WHEREAS**, the Brazos County Jail and its attendant facilities are adequate enough to serve the law enforcement agencies of both the City of Bryan and the County of Brazos; and

**WHEREAS**, the County of Brazos and the City of Bryan desire to enter into an agreement by which the County of Brazos will house in its County Jail, and offer care for, prisoners of the City of Bryan according to the terms and conditions as set forth herein;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows, to-wit:

**I.       PURPOSES OF AGREEMENT**

1.01   The purposes of this Agreement are to provide a method whereby prisoners formerly housed in the City of Bryan jail can be transported directly to the Brazos County Jail for confinement.

**II.       TERM OF AGREEMENT**

2.01   This Agreement shall commence on the 1st day of October 2014, and extend until the 30th day of September 2015. Thereafter, it will renew annually for three (3) additional one year periods unless either party issues notice of intent to terminate as outlined in Section XIV of this Agreement.

**III.       DEFINITIONS**

3.01   City prisoner as used in this Agreement shall mean (a) a person arrested by a law enforcement officer for a Class C misdemeanor filed in Municipal Court and held in the Brazos County Jail prior to the



issuance of a jail commitment order by a magistrate, or (b) a person arrested solely for the violation of a City of Bryan Ordinance which involves the regulation of a purely municipal action.

3.02 State Prisoner means an individual who has been arrested by a law enforcement officer for a violation of a state statute and held in the Brazos County jail after the issuance of a jail commitment order by a magistrate.

#### **IV. PROVISION OF JAIL SPACE**

4.01 The Sheriff of the County of Brazos agrees to accept the custody of any City prisoner delivered at the Brazos County Jail by the City of Bryan Police Department provided that the prisoner does not require immediate medical attention prior to booking.

4.02 The Sheriff of the County of Brazos agrees to accept City Prisoners who have an injury or illness after the City of Bryan Police Department has obtained initial medical treatment for such prisoners, or when a prisoner has refused medical treatment from a medical facility. The arresting officer shall, prior to booking, furnish the Sheriff with reports showing any medical treatment, or that treatment was offered and refused by the prisoner. Further medical attention provisions are outlined in Section VIII herein.

4.03 If applicable, the Sheriff of the County of Brazos agrees to give preference and priority accepting the City of Bryan prisoners pursuant to the County of Brazos' agreements with various other political subdivisions of the State regarding housing their inmates.

#### **V. LIABILITY FOR EXPENSES**

5.01 The County of Brazos is liable for all expenses incurred while providing the safekeeping of prisoners confined in the Brazos County Jail pursuant to this Agreement and their personal effects, except as otherwise provided in the Agreement.

#### **VI. PRISONER BOOKING AND DOCUMENT MAINTENANCE**

6.01 All booking procedures utilized by City of Bryan Police Officers are those existent in the Brazos County Jail, or those involving changes as imposed by the Brazos County Sheriff after consideration and mutual agreement of the City of Bryan.

6.02 The Brazos County Sheriff will photograph and fingerprint City prisoners as is consistent with other county jail inmates. Photographs and Fingerprints will be maintained as is consistent with other county jail inmates. Copies of fingerprints and photographs are available to the City of Bryan Police Department upon request and as available.

6.03 The City of Bryan assumes responsibility for updating City prisoner records through the Texas Department of Public Safety Crime Records Service and Federal Bureau of Investigation as is consistent with State and Federal policies. The Brazos County Sheriff ensures appropriate reporting to State and Federal entities for State prisoners introduced by the City of Bryan Police Department, with copies of "rap" sheets requested on behalf of the City of Bryan Police Department.



6.04 The Brazos County Sheriff will supply a copy of an arraignment list reflecting City prisoners remaining in custody and in need of arraignment on each day, excluding weekends and holidays, by 8:00 a.m. to allow for arraignment scheduling before the City of Bryan Municipal Court Judge.

6.05 The City of Bryan must comply with Article 17.033 C.C.P. by taking city prisoners before a City of Bryan Municipal Court Judge within 24 hours of a warrantless arrest.

## **VII. BONDS AND FINES COLLECTION**

7.01 The County of Brazos is not responsible for accepting bonds and payment of fines relating to offenses filed in City of Bryan Municipal Court.

## **VIII. MEDICAL ATTENTION**

8.01 If it is obvious that immediate medical attention is needed by any individual at the time of arrest, or while the individual is still in the custody of the arresting officer, the City of Bryan is solely responsible for attempting to obtain satisfactory medical attention for such individual prior to such individual being delivered to the Brazos County Jail.

8.02 The County of Brazos agrees to offer all City prisoners which have been booked into the Brazos County Jail the same level of medical treatment received by State prisoners for routine medical treatment in the Brazos County Jail Infirmary at no additional cost to the City of Bryan. The City of Bryan will be advised of any medical problem(s) that a City prisoner may develop. If a City prisoner develops a major medical problem which requires immediate hospitalization or emergency room services, the Brazos County Jail physician will stabilize the patient affected to the extent it is practical to do what is necessary for stabilization prior to transfer, and the City of Bryan Police Department will be notified. However, if the apparent condition of the patient-prisoner is such that it appears to the health care provider in the Brazos County Jail Infirmary to be an emergency and delay could be harmful or possibly life-threatening, immediate hospitalization will be deemed necessary and the transfer will be immediate. The City of Bryan will be notified as soon as practical under these circumstances; however, the City of Bryan's consent for such transfer under these circumstances will be unnecessary and the City of Bryan will be responsible for the medical services costs incurred by a City prisoner under such circumstances.

8.03 If any major medical problem of a City prisoner as described in §8.02 hereof is determined to have been caused by the act, omission, and/or negligence of the County of Brazos, its employees, and/or its agents, then the County of Brazos is solely responsible for paying any and all medical expenses related to such injury.

## **IX. RELEASE OF PRISONERS**

9.01 City prisoners are not to be released prior to serving their fines, including any credits allowed by law without the permission of the Municipal Court Judge.

## **X. COSTS**

10.01 The City of Bryan agrees to pay the sum of Forty-Seven Dollars and Fifty Cents (\$47.50) per City prisoner or arrestee per day housed in the Brazos County Jail, payable monthly on or about the 5th day of each month during the term of this Agreement. The County Sheriff will forward to the City of Bryan



Police Chief a documented invoice detailing the payment to which the County of Brazos is entitled for the previous month.

10.02 A prisoner day for the purpose of computing the charges to be paid by the City of Bryan to the County of Brazos means any period in excess of four (4) hours within any twenty-four (24) hour period beginning at 12:00 midnight of a given day prior to arraignment by a City Magistrate except for City ordinance violations not represented in State law (such costs shall be billed until release). Such costs may be audited each August during the term of this Agreement and any subsequent renewal term of the Agreement and will be readjusted (either increased or decreased) each year beginning on October 1st, based on the previous year's historical data on the actual cost of holding prisoners.

## **XI. INSPECTION OF BOOKS AND RECORDS**

11.01 The County of Brazos will maintain complete books and records of all City prisoners. Books and records may be inspected at any time during regular business hours.

11.02 On or before the one-hundred-twentieth (120th) day after the end of the County of Brazos' fiscal year, the County of Brazos will supply, upon request, the City of Bryan an annual statement of all applicable bookings received at the Brazos County Jail on behalf of the City of Bryan during the preceding fiscal year. Such annual statements shall be prepared in such detail and on such forms as are determined to be mutually satisfactory to the County of Brazos and the City of Bryan. The City of Bryan, by written notice to the Brazos County Auditor's Office, may request other financial or statistical reports from the County of Brazos from time to time.

11.03 The County of Brazos will keep available for a period of three (3) fiscal years after each year of operations, the records of account of County of Brazos for such year and other pertinent information required by the provisions of this Agreement. Such records of account shall be accessible during usual business hours to the City of Bryan or its duly authorized agents or auditors for the purpose of verifying the information set forth in any annual statement, as described herein, or for the purpose of verifying compliance by the County of Brazos with the terms of this Agreement.

11.04 Upon written notice at any time within three (3) years after the end of any fiscal year of operations, the City of Bryan may cause, without cost to the County of Brazos, an inspection and audit to be made of the records of the County of Brazos relating to the operations on the City of Bryan's behalf. Such audit will be made to determine the correctness of the computation of payments made in the annual statement for the preceding year. If, as a result of such inspection and audit, it is established that refunds are due the City of Bryan, the County of Brazos shall, upon written notice by the City of Bryan, pay such refunds within thirty (30) days of such notice and the City of Bryan will do the same if the computation is reverse.

## **XII. COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT**

12.01 The Brazos County Detention Center as an operation of the Brazos County Office of Sheriff will comply with the Prison Rape Elimination Act (PREA). The Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct a background investigation on all employees, volunteers, students, or other contractors that may have contact with inmates. Background checks will be conducted at least every five (5) years. The BCOS shall ensure that



all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Any contractor or volunteer who engages in sexual abuse is prohibited from contact with inmates and shall be reported to law enforcement agencies and to relevant licensing bodies, unless the activity was clearly not criminal. The facility will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies. The City of Bryan has an affirmative duty to disclose any misconduct in violation of the sexual abuse and sexual harassment policy. Material omissions regarding such misconduct, or the provision of materially false information, are grounds for termination of this agreement

### **XIII. LEGAL RESPONSIBILITY**

13.01 The City of Bryan shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City of Bryan's performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by the City of Bryan and duties herein assigned to the City of Bryan and specifically excluding the actual incarceration of prisoners by the County of Brazos. The City of Bryan retains full responsibility for each prisoner until that prisoner has been processed into the Brazos County Jail.

13.02 The County of Brazos shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the County of Brazos' performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by the County of Brazos in the Brazos County Jail and specifically excluding the transfer of prisoners to and from the Brazos County Jail.

### **XIV. OTHER AGREEMENTS**

14.01 It is expressly understood and authorized by the approval of this Agreement that the City of Bryan through its Chief of Police and the County of Brazos through its County Sheriff shall enter into a separate agreement or agreements regarding the day to day operation of housing prisoners in the Brazos County Jail, so long as the agreements do not conflict with the Agreement and do not create additional pecuniary obligations on the part of either party. These agreements may include, but are not limited to, booking procedures, identification procedures, warrant checks and records keeping.

### **XV. TERMINATION**

15.01 Each party to this Agreement may terminate it by giving ninety (90) days prior written notice. The County of Brazos shall provide such notice to the City Manager. The City of Bryan shall provide such notice to the Brazos County Judge. Such notice of termination shall be given by certified mail, return receipt requested, to the appropriate party at the following addresses:

**CITY OF BRYAN, TEXAS:**

City Manager  
P.O. Box 1000  
Bryan, Texas 77805

**BRAZOS COUNTY, TEXAS:**

County Judge  
200 S. Texas Ave., Suite 332  
Bryan, Texas 77803

Brazos County Sheriff



1700 State Hwy. 21 West  
Bryan, Texas 77803

**XVI. SAVINGS CLAUSE**

16.01 If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

APPROVED by Bryan City Council at a <sup>Special (m)</sup> ~~regular~~ meeting held on the 7th day of August, 2014.

ATTEST:

CITY OF BRYAN:

  
Mary Lynne Stratta, City Secretary

  
for Jason P. Bienski, Mayor

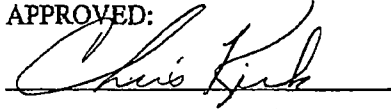
APPROVED AS TO FORM:

  
Janis K. Hampton, City Attorney



APPROVED by Brazos County Commissioners Court at a meeting held on the 5<sup>th</sup> day of  
August, 2014.

APPROVED:



Chris Kirk

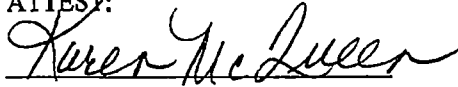
Brazos County Sheriff

COUNTY OF BRAZOS



Duane Peters, County Judge

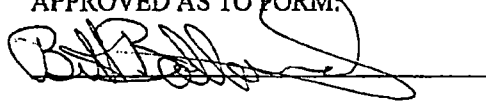
ATTEST:



Karen McQueen

Brazos County Clerk

APPROVED AS TO FORM.



Bill Ballard

Assistant County Attorney





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM:

Approval of the following community support contracts:

- a. Aggieland Humane Society, Inc.
- b. Arts Council of Brazos Valley
- c. Big Brothers Big Sisters of Brazos Valley
- d. Brazos Valley Council of Governments - Indigent Health Care
- e. Brazos Valley Veterans Memorial
- f. Bryan/College Station Chamber of Commerce, Inc.
- g. Health For All, Inc.
- h. Junction 505
- i. Mental Health Mental Retardation Authority of Brazos Valley
- j. Research Valley Partnership, Inc.
- k. Scotty's House Child Advocacy Center
- l. South Brazos County Fire Department, Inc.
- m. District Two Volunteer Fire Department, Inc.
- n. Brazos County Precinct 3 Volunteer Fire Department, Inc.
- o. Brazos County Precinct 4 Volunteer Fire Department, Inc.

TO: Commissioners Court

DATE: 08/30/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">2018 Aggieland Humane Society.pdf</a>	Animal Shelter	Cover Memo
<a href="#">2018 Arts Council.pdf</a>	Arts Council	Cover Memo
<a href="#">2018 BBBS.pdf</a>	BBBS	Cover Memo
<a href="#">2018 Chamber.pdf</a>	Chamber	Cover Memo
<a href="#">2018 Health For All.pdf</a>	Health For All	Cover Memo
<a href="#">2018 Indigent Health Care.pdf</a>	Indigent Health	Cover Memo
<a href="#">2018 Junction 505.pdf</a>	Junction 505	Cover Memo
<a href="#">2018 MHMR - partially executed.pdf</a>	MHMR	Cover Memo
<a href="#">2018 RVP.pdf</a>	RVP	Cover Memo
<a href="#">2018 Scotty's House Signed Agreements.pdf</a>	Scotty's House	Cover Memo
<a href="#">2018 Veterans Memorial.pdf</a>	Veterans Memorial	Cover Memo
<a href="#">2018 Volunteer Fire Dept -South Pct. 1.pdf</a>	VFD 1	Cover Memo
<a href="#">2018 Volunteer Fire Dept Pct 2.pdf</a>	VFD 2	Cover Memo
<a href="#">2018 Volunteer Fire Dept Pct 3.pdf</a>	VFD 3	Cover Memo
<a href="#">2018 Volunteer Fire Dept Pct 4.pdf</a>	VFD 4	Cover Memo



15A

**AGREEMENT FOR ANIMAL SHELTER SERVICES  
Brazos County and Aggieland Humane Society, Inc.  
October 1, 2017 – September 30, 2018**

This Agreement for Animal Shelter Services ("Agreement") is made this 8 day of August, 2017 by and between The Aggieland Humane Society, Inc., a Texas non-profit corporation (herein the "Shelter") and Brazos County, Texas, a political subdivision of the State of Texas acting by and through its duly elected Commissioners Court (herein "County").

**RECITALS**

Whereas, the Shelter operates a facility currently located at 5359 Leonard Road, Bryan, Brazos County to house stray, unwanted or abandoned animals (herein the "Facility"); and

Whereas, the County has a need of a facility to house animals, other than livestock, that it takes possession of throughout the County;

For and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. The County agrees that all animals, other than livestock, seized within its jurisdiction by its duly appointed agents, may be delivered to the Facility, there to be impounded under the exclusive control and custody of the Shelter for periods of time as required by State law and the applicable County orders except as hereinafter set forth, but in no circumstances less than three (3) days unless determined by a certified euthanasia technician that euthanasia is necessary.

2. The County agrees to pay to the Shelter an annual fee of **\$138,097.00** based upon the term of the Agreement. The fee shall be divided into twelve (12) equal monthly payments due on the first of each month.

3. The COUNTY shall and does hereby assign to the SHELTER those fees collected for the registration of dogs and cats within Brazos County commonly referred to as "license fees." The SHELTER shall administer the County License program (Registration of Dogs and Cats, Texas Health and Safety Code §826.031).

4. The County represents to the Shelter that it has in force orders providing for the vaccination and licensing of animals under appropriate circumstances, providing for impounding of nuisance animals running at large, and that while this Agreement is in effect, such orders will be continued in force, provided, however, that such orders may be modified from time to time as the County deems appropriate.

5. The County agrees that every animal delivered to the Shelter in accordance with this Agreement, shall become the sole and exclusive property of the



Shelter upon its delivery to the Shelter (subject to reclamation by the owner), so that neither the County nor any agency nor agent of the County, nor of the State of Texas, nor any institution, corporation nor individual shall have any claim or right to any animal not so claimed and redeemed. The County agrees, that the Shelter shall have the undisputed right, consistent with the orders of the County, to humanely dispose of every animal given into its custody in accordance with the Shelter's principles as follows:

- a. To place animals in the care, custody and control of new owners: and
- b. To humanely destroy animals which are not claimed by owners and which are not suitable for placement in the care, custody and control of new owners.

6. The Shelter agrees to accept each and every animal delivered to the Facility located in Brazos County, Texas by the agents of the County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody and control. The County shall not accept a surrender of ownership of an animal by its owner in the field.

7. The Shelter agrees to accept each and every stray animal delivered to the Facility located in Brazos County, Texas by the residents of the unincorporated areas of Brazos County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come in to its care, custody and control.

8. The Shelter agrees that it will make its Facility available to the County during its open hours and during periods of closure for the purpose of delivering animals to the Shelter.

9. The Shelter agrees to provide to the County on or before the last day of each month during the term of this Agreement a statement of the number of dogs, cats and miscellaneous animals received by the Shelter from the County or otherwise retrieved from Brazos County, and the number of dogs and cats issued County tags during the preceding calendar month.

10. The County reserves the right to require an audit of the records of the Shelter at any time deemed necessary for the limited purpose of verifying the number of animals registered or licensed and the number of animals attributable to the County and the length of stay of each such animal.

11. It is mutually agreed that the Shelter shall provide facilities for rabies observation for at least six (6) dogs and eight (8) cats. Animals delivered to the Shelter by the County for rabies observation shall be isolated for a period of time in accordance with State law.

12. In the event animals are being held by the Shelter as a result of a cruelty, seizure or a legal hold has been placed upon the animals as a result of a criminal prosecution, the County shall reimburse the Shelter for any veterinarian invoices and



medical bills incurred by the Shelter until the Court either awards the animal to the Shelter, orders it destroyed or orders it returned to its owner. The County shall not be liable for these costs in the event a court of competent jurisdiction orders the animal owner to pay such costs.

13. Shelter shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability.

Worker's Compensation insurance shall be at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 each accident. Such policy will contain a waiver of subrogation in favor of the County.

The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and shall name the County as an additional insured.

Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the animal control operation, whether owned, non-owned or hired.

Copies of certificates evidencing such insurance as herein required shall be sent to the County for its records.

The Shelter agrees, to the extent allowed by law, to indemnify and hold harmless the County from all claims, damages, or causes of action which might arise from any obligations of Shelter as outlined herein, and Shelter specifically agrees to indemnify the County against all claims, damages or causes of action which might arise as a result of acts, omissions County for respondeat superior or vicarious liability, arising out of Shelter's obligations under this Agreement.

14. The Shelter shall at all times in performance of its Agreement be considered as an independent contractor. Such status shall apply to all of the Shelter's officers, agents and employees and in no event shall the Shelter's officers, agents or employees be considered an employee of the County.

15. In the event the County fails to remit to the Shelter the fees due hereunder, the County shall be in default. The Shelter shall terminate the Agreement for non-payment of fees if the County has not cured the default after thirty (30) day written notice.

16. TAX EXEMPT STATUS: As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.

17. GOVERNING LAW AND VENUE: The validity of the Agreement and all matters pertaining thereto shall be governed and determined by the Constitution and the



laws of the State of Texas. Venue for any suit filed against County shall be Brazos County.

18. **DISPUTE RESOLUTION:** The dispute resolution process provided in Chapter 2009, Texas Government Code, and the related rules adopted by the Attorney General pursuant Chapter 2009, shall be used by County and Shelter to attempt to resolve any claim for breach of contract made by Shelter that cannot be resolved in the ordinary course of business. Shelter shall submit written notice of a claim of breach of contract under this Chapter to the County Attorney – Civil Division of Brazos County, who shall examine Shelter's claim and any counterclaim and negotiate with Shelter in an effort to resolve the claim.

19. **LIMITATIONS:** The parties are aware that there are constitutional and statutory limitations on the authority of the County to enter into certain terms and conditions of the Agreement, including, but not limited to, authorizations of the placement of liens on County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability or acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on the County except to the extent authorized by the laws and Constitution of the State of Texas.

20. **AUDITS:** All records relating to the service provided under this Agreement and supporting documentation for invoices submitted to County by the Shelter shall be retained and made available by the Shelter for audit by 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 Shelter 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, Shelter shall comply with such changes. County shall inform the Shelter 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 Shelter shall retain such records until the audit is concluded and all issues resolved. Shelter shall provide County with copies of such audits that are conducted with respect to the Agreement.

21. **AUDIT RESPONSIBILITY:** The Shelter 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 Shelter shall repay to County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Shelter recognizes and agrees that 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.

22. This Agreement is not assignable by either party.




23. This Agreement shall be for a term of one year commencing on October 1, 2017, and terminating on September 30, 2018. Either party may cancel this Agreement upon thirty (30) days written notice to the non-cancelling party.

24. 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.

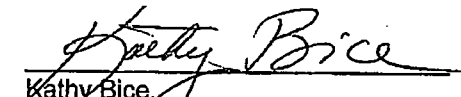
IN WITNESS WHEREOF, the said County and the said Shelter have hereunto caused their representative corporate names and seals to be hereunto subscribed and affixed by their representative officers first thereunto duly authorized as of the date hereinabove first written.

ATTEST:

  
Karen McQueen, County Clerk

BRAZOS COUNTY, TEXAS  
  
Duane Peters, County Judge

AGGIELAND HUMANE SOCIETY

  
Kathy Bice,  
Executive Director



# 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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Aggieland Humane Society  
Bryan, TX United States

Certificate Number:  
2017-246788

Date Filed:  
08/08/2017

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

Date Acknowledged:

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.  
18-045  
Animal Sheltering

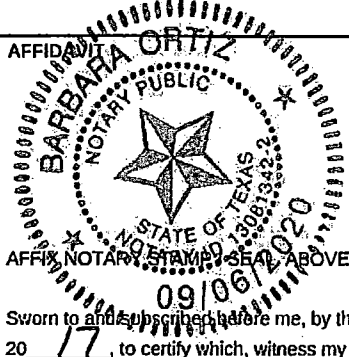
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Kathryn L. Bice*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Kathryn L. Bice*, this the 8 day of August, 2017, to certify which, witness my hand and seal of office.

*Barbara Ortiz*  
Signature of officer administering oath

Barbara Ortiz  
Printed name of officer administering oath

Public Notary  
Title of officer administering oath



15B

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
ARTS COUNCIL OF BRAZOS VALLEY**

THIS AGREEMENT FOR THE FUNDING ("Agreement") is made and entered into by and between ARTS COUNCIL OF BRAZOS VALLEY, a private nonprofit corporation chartered by the State of Texas, acting by and through its duly authorized agent(s) and officer(s), hereinafter referred to as ("ACBV"), and Brazos County acting by and through its Commissioners Court, duly authorized to act, hereinafter referred to as ("County").

RECITALS:

WHEREAS, County finds a public purpose in creating awareness of the fine arts among members of the public; and

WHEREAS, ACSV provides assistance to local arts organizations of the County through funding support, advocacy, outreach, marketing and partnership building; and

WHEREAS, ACSV provides programs involving education, cultural enrichment and heritage preservation of and for Brazos County residents and visitors; and

WHEREAS, ACSV provides educational programs and opportunities to children, youth, adults and seniors through providing arts related programs, scholarships for young people, assisting County arts organizations in the development and institution of said educational programs; and

WHEREAS, ACSV fosters creative learning, community involvement, quality of life and tourism through said above listed programs and activities; and

WHEREAS, ACSV provides and maintains a public cultural facility and provides funding to member organizations, in part, for facilities acquisition and upkeep; and

WHEREAS, ACSV through its funding programs has provided benefit to Brazos County, Texas through programs attracting over 100,000 participants, and resulting in significant purchases of goods and services from Brazos County, Texas merchants; and



WHEREAS, ACBV has provided funding to assist local performing, visual, educational and literary arts groups, (collectively "Services").

NOW, THEREFORE, COUNTY and ACBV hereby agree as follows:

#### AGREEMENT

##### I.

ACBV through its programs, funding and support of member organizations agrees to provide the above enumerated services, which it has provided and agrees to continue to provide in support of arts, cultural and heritage organizations.

##### II.

County, for and in consideration of the services provided to County, hereby agrees to pay to ACBV a total payment of \$8,000.00 ("Funds") for the year beginning **October 1, 2017** and ending **September 30, 2018**. Payment of such sum will be paid upon receipt of invoice.

##### III.

ACBV agrees to provide an annual account of how the Funds were spent to meet the above described services. ACBV agrees to furnish any information requested by the County Auditor, including documentation of the use of funds received from the County.

##### IV.

#### ACCOUNTING AND AUDIT

ACBV 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. ACBV 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. ACBV 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. ACBV 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 ACBV under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of ACBV. 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 ACBV 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 ACBV.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

#### V. RECORD RETENTION

The ACBV shall be responsible for record keeping on all services provided and agrees to maintain and make available for inspection by the County upon request consistent with Federal and State law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting the ACBV with funding. 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.

#### VI. 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.

#### VII. INSURANCE

The parties hereto agree that the ACBV 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 funded herein.

VIII.  
COUNTY INVOLVEMENT

The County and ACBV 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.

IX.  
GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

X.  
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:

Arts Council of Brazos Valley  
2275 Dartmouth Street  
College Station, Texas 77840

Brazos County Commissioners Court  
200 So. Texas Ave. No. 310  
Bryan, Texas 77803

XI.  
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.



XII.  
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.

XIII.  
ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto 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 Agreements, which are not fully expressed herein.


XIV.  
ASSIGNABILITY

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


WITNESS OUR HANDS this 12<sup>th</sup> day of September, 2017.

Arts Council of Brazos Valley, Inc.

Brazos County, Texas

By:   
Chris Dyer, Executive Director

By:   
Duane Peters, County Judge

By:   
Hans Hammond, President

Attest:   
Karen McQueen, County Clerk



150

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BIG BROTHERS BIG SISTERS OF BRAZOS VALLEY**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners hereinafter referred to as ("County") and **BIG BROTHERS BIG SISTERS OF SOUTH TEXAS SERVING THE BRAZOS VALLEY**, hereinafter referred to as ("BBBS") a non-profit organization dedicated to the improvement of Brazos County, and is effective October 1, 2017.

RECITALS:

WHEREAS, BBBS conducts the oldest, largest and most effective youth mentoring organization in the United States. It has been the leader in one-to-one youth service for more than a century, developing positive relationships that have a direct and lasting impact on the lives of young people; and

WHEREAS BBBS serves children, ages 6 through 16, in communities across the country – including Brazos County; and

WHEREAS, BBBS seeks to help Brazos County children reach their potential through professionally supported, one-to-one relationships with measurable impact by providing successful mentoring relationships for all children who need and want them, contributing to better schools, brighter futures, and stronger communities for all; and

WHEREAS to accomplish the above stated public purposes, BBBS recruits, screens, trains and matches adult mentors with Brazos Valley youth who desire a mentoring relationship; and

WHEREAS the County desires to assist BBBS in their efforts to promote the public purpose of providing successful mentoring relationships for all children who need and want them, contributing to better schools, brighter futures, and stronger communities for all; and

NOW, THEREFORE, both parties agree to the following terms and conditions:

AGREEMENT

I.  
FUNDING

BBBS will be funded by the County in the amount of **\$15,000.00** ("Funds") for the term of this Agreement.



## II. TERM OF AGREEMENT

This Agreement shall be for a term of twelve (12) months commencing on the **1<sup>st</sup> day of October, 2017**, and terminating on the **30<sup>th</sup> day of September, 2018**.

## III. ACCOUNTING AND AUDIT

BBBS will provide, no later than March 31, 2018 and August 31, 2018, a detailed account of how the Funds were expended in comportment with this Agreement. BBBS agrees to furnish any information requested by the County Auditor, including documentation of the use of Funds received from the County. In the event it is determined by Brazos County Commissioners Court that the Funds provided herein by the County to BBBS have not been expended in comportment with this Agreement, this Agreement shall automatically terminate and BBBS may be required to return to the County such Funds that were not properly expended.

BBBS 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. BBBS 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. BBBS 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. BBBS 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 BBBS under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of BBBS. 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 BBBS 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 BBBS.

## IV. RECORD RETENTION

BBBS shall be responsible for record keeping on all services provided and agrees to maintain and make available for inspection by the County upon request consistent with federal and state law, any and all records the County determines, in its sole discretion, to



be necessary for the Court to justify its continued participation in supporting BBBS with funding.

## V. INDEMNITY

The parties 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.

## VI. INSURANCE

The parties hereto agree that BBBS 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 funded herein.

## VII. COUNTY INVOLVEMENT

The County and BBBS 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.

## VIII. GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

## IX. 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 to the other party at the following addresses:

Big Brothers Big Sisters  
Terry Dougherty  
315 Tauber St.  
College Station, TX 77840

Brazos County  
c/o Commissioners Court  
200 So. Texas Ave. No. 310  
Bryan, Texas 77803



X.  
IMMUNITY

As a result of its execution of this Agreement and performance of the functions and obligations described herein, Brazos County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, or authorized representatives.

XI.  
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.

XII.  
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.

XIII.  
ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto 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.

XIV.  
ASSIGNABILITY

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



WITNESS OUR HANDS this 12<sup>th</sup> day of September, 2017.

**BIG BROTHERS BIG SISTERS OF SOUTH TEXAS**

Terry Dougherty  
Terry Dougherty, Authorized Representative

**BRAZOS COUNTY, TEXAS**

**ATTEST:**

  
Duane Peters, County Judge

  
Karen McQueen, Brazos County Clerk



## INDIGENT HEALTH CARE AGREEMENT

This Indigent Health Care Agreement ("**Agreement**") is entered into by and between **BRAZOS COUNTY** acting by and through its duly elected COURT OF COMMISSIONERS (hereinafter "**County**") and the **BRAZOS VALLEY COUNCIL OF GOVERNMENTS** (hereinafter "**BVCOG**").

The purpose of the Agreement is to provide for the administration of the health care program for eligible Brazos County residents pursuant to the Indigent Health Care and Treatment Act, Texas Health & Safety Code, Chapter 61 (the "**Act**").

The parties mutually agree as follows:

In compliance with the Indigent Health Care and Treatment Act ("**Act**"), County agrees to provide basic health care assistance to eligible County residents by reimbursing providers of services to households who meet the requirements of the Act, the Texas Department of State Health Services regulations and the Texas Administrative Code Title 25, Chapter 14. County enters into this agreement with the BVCOG to share the costs of the regional administration of the Indigent Health Care Program.

## RATES FOR REIMBURSEMENT

The County agrees to pay the County's share of the cost of the administration of the County Indigent Health Care (CIHC) Program for eligible Brazos County residents. County agrees to pay BVCOG \$ 96,700.00 ("**Funds**") for the 2018 fiscal year, October 1, 2017 through September 30, 2018, in quarterly installments.

## RESPONSIBILITIES OF BVCOG

For and in consideration of the funding provided by the County, the BVCOG agrees to administer the Brazos County Indigent Health Care Program in compliance with the Act and pursuant to the regulations of the Texas Department of State Health Services and the Texas Administrative Code, Title 25, Chapter 14, by providing:

1. Written minimum eligibility standards and application, documentation, and verification procedures to determine eligibility for indigent health care under the Act.
2. An annual review no later than the beginning of a state fiscal year of the County eligibility standards and a reasonable notice of the standards to the public.
3. An application procedure including forms and notification of the procedure to the public.



4. Intake services in Brazos County at least once a month.
5. Assistance to applicants in the accurate completion of the application process including all needed verifications, documentation, and supplemental information.
6. Screening, assessment, and determination of each applicant's eligibility for indigent health care.
7. An explanation to the applicant, if approved, of the obligation to report any change in income or resources that might affect the applicant's eligibility and the possible penalties under the law for failure to report such a change.
8. A decision regarding acceptance or denial of the application not later 14<sup>th</sup> than the day after the date on which the BVCOG receives a complete application, and a written notification of the decision to the applicant, including the reason for any denial, the process for resubmitting an application at any time circumstances justify a redetermination of eligibility, and an explanation of the appeals procedure.
9. An administrative hearing procedure with appropriate due process considerations, notification forms, and an appeals process for individuals or households whose application has been denied.
10. Retention of all records relating to an application at least until the end of the third complete state fiscal year following the date on which the application is submitted.
11. A response to all inquiries regarding the program pursuant to the Texas Public Information Act, Texas Government Code Chapter 552.
12. An annual written review of the program's management and operation.
13. A review of the eligibility of each household at least once every six (6) months.
14. A list of eligible Brazos County residents distributed to each provider once every six (6) months.
15. A review of all bills submitted to BVCOG by the medical provider(s) to verify accuracy and the eligibility of the patient.
16. Remittance to the County of bills that have been reviewed and approved for payment to the medical provider.



## RESPONSIBILITIES OF THE COUNTY

For and in consideration of the services provided by BVCOG, the County will provide:

1. Payment in accordance with the payment standards of the Act for services determined by BVCOG to be an accurate rendering of services to an eligible patient.
2. Payment of BVCOG'S cost to administer Brazos County's portion of the indigent health care program on a quarterly basis.
3. An audit of the program.
4. Responsibility for payment of services in accordance with the Indigent Health Care and Treatment Act.
5. Payment for County's pro rata share of outside audit services, if necessary.

## TERM

This Agreement is for one (1) year, from October 1, 2017 until September 30, 2018.

## CANCELLATION

This Agreement may be cancelled by either of the parties hereto upon sixty (60) days written notice.

## AUDIT

BVCOG 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. BVCOG 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. BVCOG 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. BVCOG 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 BVCOG 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 COUNTY.

Annual financial statements (audited if available) are available to the Brazos County upon request within six (6) months of completion.



#### ALTERNATIVE DISPUTE RESOLUTION

The parties agree that, in the event that suit is filed by either of them based on or pertaining to this Agreement, they shall submit this dispute to mediation as described in Section 154.023 of the Texas Civil Practices and Remedies Code. The parties further agree that the results of the mediation will not be binding on the parties. The parties shall have the right to undertake proceedings in a court of proper jurisdiction.

#### INDEMNITY

Any monetary loss suffered by the County from ineligible clients, mistake, fraud or other conditions can be recovered from the BVCOG only to the extent of available insurance.

#### AMENDMENT

This Agreement shall be automatically amended by the amendments made to the Act by the State Legislature. In all other respects, this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

#### GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas. Venue shall be in Brazos County, Texas.

#### 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.

#### FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and software providers, phone and internet service providers, carriers, or other parties to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon and an expected date when obligations under this Agreement will be resumed.

#### 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 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.

### FISCAL FUNDING

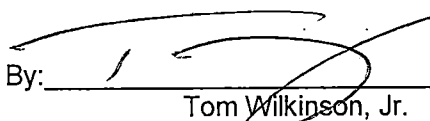
Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item or obligation contained herein for the term of the Agreement and any extension thereto. BVCOG, or any other person or entity directly or indirectly employed by the BVCOG or any other person or entity to whom the BVCOG may be liable to, shall have no right of action against the County in the event the county is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may, in its sole discretion, provide funds from a separate source or may, in its sole discretion, terminate this Agreement by written notice to the BVCOG at the earliest possible time under the circumstances.

EFFECTIVE the 12<sup>th</sup> day of September, 2017

BRAZOS COUNTY

By:  Date 9/12/17  
Judge Duane Peters

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

By:  Date 8/23/17  
Tom Wilkinson, Jr.  
Executive Director



15E

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BRAZOS VALLEY VETERANS MEMORIAL**

THIS AGREEMENT FOR THE FUNDING ("Agreement") is made and entered into by and between BRAZOS VALLEY VETERANS MEMORIAL, a private nonprofit corporation chartered by the State of Texas, acting by and through its duly authorized agent(s) and officer(s), hereinafter referred to as ("BVVM"), and Brazos County acting by and through its Commissioners Court, duly authorized to act, hereinafter referred to as ("County").

RECITALS:

WHEREAS, BVVM provides a public art memorial for residents and non-residents of the County to have a dignified place of recognition for the service and sacrifices made while in the uniformed services of this great nation and also provides an educational venue to teach our children about those sacrifices; and

WHEREAS, the Commissioners Court of Brazos County finds that the memorial and grounds constitute a museum and/or recreational area; and

WHEREAS, the County may provide funding to construct and/or maintain a museum and/or recreational park or facility; and

WHEREAS, such activity serves a public purpose.

NOW, THEREFORE, COUNTY and BVVM hereby agree as follows:

I.

BVVM through its funding and support shall operate and maintain a memorial for all veterans.

II.

County, for and in consideration of the services provided to County, hereby agrees to pay to BVVM a total payment of Twenty Five Thousand and No/100 Dollars, \$25,000.00 ("Funds") for the year beginning **October 1, 2017** and ending **September 30, 2018**. Payment of such sum will be paid upon receipt of invoice.



III.

BVVM agrees to provide an annual account of how the Funds were spent to meet the above described services. BVVM agrees to furnish any information requested by the County Auditor, including documentation of the use of funds received from the County.

IV.

ACCOUNTING AND AUDIT

BVVM 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. BVVM 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. BVVM 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. BVVM 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 BVVM 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 BVVM.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

V.

RECORD RETENTION

The BVVM shall be responsible for record keeping on all services provided and agrees to maintain and make available for inspection by the County upon request consistent with Federal and State law, any and all records the County determines, in its sole discretion, to be necessary for the Court to justify its continued participation in supporting the BVVM with funding. 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.



VI.  
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.

VII.  
INSURANCE

The parties hereto agree that the BVVM 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 funded herein.

VIII.  
COUNTY INVOLVEMENT

The County and BVVM 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.

IX.  
GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

X.  
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 Valley Veterans Memorial  
P.O. Box 11055  
College Station, Texas 77842

Brazos County Commissioners Court  
200 So. Texas Ave. No. 310  
Bryan, Texas 77803

XI.  
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.

XII.  
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.

XIII.  
ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto 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 Agreements, which are not fully expressed herein.

XIV.  
ASSIGNABILITY

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

WITNESS OUR HANDS this 12<sup>th</sup> day of September, 2017.



**Brazos Valley Veterans Memorial, Inc.**

By: N/A  
Name: \_\_\_\_\_  
Title: Executive Director

By: Randolph W. House  
Name: Randolph W. House  
Title: President

**Brazos County, Texas**

By: Duane Peters  
Duane Peters, County Judge

Attest: Karen McQueen  
Karen McQueen, County Clerk



THE STATE OF TEXAS   §  
                                      §  
 COUNTY OF BRAZOS     §

**AGREEMENT BETWEEN BRAZOS COUNTY, TEXAS  
 AND THE  
 BRYAN/COLLEGE STATION CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT ("Agreement") is made and entered into the 12<sup>th</sup> day of September, 2017, by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "County"), and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE, INC.**, a Texas non-profit corporation (hereinafter referred to as "Chamber").

**R E C I T A L S:**

WHEREAS, the Commissioners Court of Brazos County desires to stimulate, encourage, and develop business location and commercial activity within the County; and,

WHEREAS the County wishes to contract with Chamber as its agent pursuant to TEX. LOC. GOV'T CODE ANN. §381.004 to stimulate, encourage, and develop business location and commercial activity in Brazos County; and,

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, it is important to the County to attract and expand retail business, in order to accomplish this purpose; and,

WHEREAS, Chamber is an agency with specific expertise in the field of economic development and the attraction and expansion of retail business; and,

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Chamber agree as follows:



## **ARTICLE I**

### **Qualifications of the Chamber**

1.1 The Chamber represents that it is a non-profit entity that is authorized and experienced in the administration and furtherance of programs that stimulate, encourage, and develop business location and commercial activity in Brazos County.

## **ARTICLE II**

### **Term**

2.1 The term of this Agreement is for one (1) year, being effective as of **October 1, 2017**, and ending on **September 30, 2018**, (the "Present Term"), unless earlier terminated as provided herein.

2.2 Either party may terminate this Agreement on thirty (30) days prior written notice to the others.

2.3 Upon receipt of any termination, the County agrees to continue funding a program project that had been previously approved by the County.

## **ARTICLE III**

### **Administration Services**

3.1 Chamber agrees to provide all administrative services necessary to administer the program standards set forth herein.

3.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, administrative services are to be provided by Chamber and include but are not limited to:

a. Developing program projects by corresponding with and negotiating with existing Business/Employers that will develop, diversify and/or expand the Brazos County economy, develop or expand transportation or commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County. One specific project shall include the design and performance of a Brazos County specific survey using criteria submitted by County;

b. Establishing project performance standards for each program project that are consistent with the County's goals for economic development;

c. Creating an exclusive title sponsorship of the annual Chamber Day event normally held in the Spring each year. The event would be promoted as Bryan/College Station Chamber Day, sponsored by Brazos County. Brazos County will provide an unlimited number of participants on the day of the event. Pre-publicity of the event in the media shall recognize Brazos County as the



sponsor of the event. A representative of Brazos County shall be provided an opportunity to make remarks at the event kick-off in the morning and at noon. If desired, Brazos County shall provide members on the event committee.

d. Perform a survey of business owners and managers to determine the state of the Brazos County economy. Survey results shall be presented to Brazos County during a scheduled Commissioners Court meeting.

e. Brazos County shall appoint a member of the Commissioners Court to attend and participate in briefings and presentations of various topics effecting the state of the Brazos County economy.

f. Brazos County shall be invited to send one representative, at no charge, on the Chamber's annual legislative trip to Washington, D.C. to promote the issues impacting our community including economic development issues.

g. Brazos County shall be invited to send one representative, at no charge, to the Chamber's bi-annual legislative trip to Austin, Texas to promote the issues impacting our community including economic development issues.

h. Provide the County a booth, at annual Job Fair.

i. Provide the Brazos County Commissioners Court with a table at the annual Economic Outlook Conference.

3.3 The Chamber shall receive the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). Five Thousand Dollars (\$5,000.00) shall be payable to Chamber upon the execution of this Agreement and the remaining Five Thousand Dollars (\$5,000.00) shall be payable on or before September 30, 2018.

3.4 The County shall make Brazos County facilities available to the Chamber, at published price, for Chamber sponsored events.

#### **ARTICLE IV Accounting**

4.1 The Chamber shall provide, no later than February 1, 2018, an audited financial accounting or an internal audit financial report of the Chamber.



## **ARTICLE V Miscellaneous Terms**

5.1 Notice. Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or other reliable courier.

Notice to the County shall be sent to:

Duane Peters, County Judge  
Brazos County Courthouse  
200 So. Texas Ave., Suite 332  
Bryan, Texas 77803

Notice to the Chamber shall be sent to:

Glen Brewer, President and CEO  
Bryan/College Station Chamber of Commerce  
4001 East 29<sup>th</sup>. Street, Suite 175  
P.O. Box 3579  
Bryan, Texas 77805

5.2 Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

5.3 Amendment. During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing, and executed by a duly authorized representative of each party.

5.4 Assignment. This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.

5.5 Not Joint Venture: Independent Contractor. The parties agree that this is not a joint venture, partnership or employee-employer relationship and that neither party shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the Chamber shall be considered an independent contractor agent for the sole and limited purpose only of administering this agreement.

5.6 Applicability of Texas Law. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.



5.7 Venue. The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.

5.8 Entire Agreement and Binding Authority. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their successors, agents and assigns.

5.9 Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

**BRAZOS COUNTY, TEXAS**

**BRYAN/COLLEGE STATION CHAMBER  
OF COMMERCE, INC., a Texas non-  
profit corporation**

By:   
Duane Peters, County Judge

By:   
Glen Brewer, President & CEO

Attest:

By:   
Karen McQueen, County Clerk



**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
HEALTH FOR ALL, INC.**

THIS FUNDING AGREEMENT ("Agreement") effective October 1, 2017 is entered into by and between Brazos County, Texas, acting by and through its duly elected County Commissioners (hereinafter "County"), and the Health for All, Inc. (hereinafter "Service Provider"), located at P.O. Box 5913, Bryan, Texas 77805,

**RECITALS**

WHEREAS, the medical care of the County's eligible indigent population has become a growing problem; and

WHEREAS, pursuant to Chapter 61 of the Texas Health and Safety Code, the County is the payor of last resort for the provision of basic health care services to eligible indigent county residents; and

WHEREAS, the County is required by Chapter 61 of the Health and Safety Code to provide, as a payor of last resort, certain basic health care assistance to its eligible count residents and desires to do so through the Service Provider,

NOW THEREFORE the parties agree to the following terms and conditions to provide such eligible indigent health care.

**AGREEMENT**

**Term**

The Agreement shall continue in force and effect for a term of twelve (12) months commencing on the 1st day of October, 2017 and terminating 30th day of September, 2018.

**Cancellation**

This Agreement may be canceled by any of the parties hereto upon sixty (60) days written notice as provided herein.

**Services to be Performed by Service Provider**

Service Provider shall provide the following services through trained, staff to qualified county residents pursuant to the guidelines currently implemented for making such determination: physical exams, educational information, information on sources of prescription medication and/or access to "sample" or subsidized medications, coordination of physician care during hospitalization (collectively "Services").



### Use of County Funds

Funds to be furnished to Service Provider as stated below shall be used provide support for the increase in providers, operations, and access to healthcare. The primary goal of the project is to expand the capacity at the free clinic thereby improving access to chronic disease management and preventive services for the indigent population in the region. The County and Service Provider acknowledge that the County's purpose in providing funds hereunder is to provide medical assistance to eligible indigent applicants and help expand access to primary care clinic space, hours, and clinic staffing and that trained personnel of Service Provider is designed to accomplish these goals. Funds will not be used to purchase or build a clinic or office nor will they be used to purchase land.

### County's Payment

The County agrees to provide the Service Provider a maximum sum of **\$25,000.00** ("Funds") for the term of this Agreement.

The Funds shall be paid in equal installments quarterly.

### Responsibilities of Service Provider

Service Provider will be responsible for providing the following Services pursuant to this Agreement:

1. Completing all necessary application forms to potentially eligible indigent individuals.
2. Obtaining and compiling information on each applicant for Service Provider's Services with regard to residency and financial qualifications.
3. Maintaining this Agreement.
4. Provision of the Service Provider's Services as defined herein.
5. Maintaining data files on clients/patients and the Services provided thereto.
6. Responding to all and any inquiries by the County regarding the Service Provider and its Services.
7. Assisting the County with information needed for audit purposes.
8. Providing the County with quarterly financial statements.
9. Providing the County with any and all certified audits of Service Provider and the management letter prepared in connection therewith.



10. Providing financial statements evidencing how County funds are spent. Such statements to be submitted to County one (1) week prior to the funding dates set forth herein above.
11. Providing the County with statistics evidencing the number of Brazos County residents using the Service Provider's Services and the percentage Brazos County residents comprise of the total population using Service Provider's services.

#### Record Retention

The Service Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Service Provider 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 Service Provider with funding. 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.

#### Accounting and Audit

The Service Provider 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. The Service Provider 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. The Service Provider 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. The Service Provider 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 Service Provider 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 Service Provider.

#### Discrimination

The Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Service Provider 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 be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### Confidentiality

The Service Provider shall comply with applicable local, State and Federal statutes, laws and regulations as well as administrative rules regarding confidential records or other information obtained by the Service Provider concerning persons served under this Agreement. The records and information shall be protected by the Service Provider from unauthorized disclosure.

#### Health Insurance Portability and Accountability Act.

The Service Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that such Service Provider may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Service Provider shall maintain for a minimum of six (6) years all protected health information.

#### Indemnity

The Service Provider agrees to and shall indemnify and hold harmless and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including claims of respondent superior or vicarious liability, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or any breach of Agreement arising out of or in connection with any work done by the Service Provider pursuant to this Agreement.

#### Insurance

Each party to this agreement is responsible for maintaining its own liability insurance and worker's compensation insurance, and each party will provide proof of same to the other party on request. The Service Provider shall maintain during the term of this Agreement a \$1,000,000.00 malpractice insurance policy and a General Liability Policy of \$1,000,000.00 naming Brazos County, as an additional insured. Such coverage shall be designated as primary over any coverage Brazos County may have in force. Service Provider shall provide a Certificate of Insurance for both policies which shall provide for a fifteen (15) days advance notice to County of the cancellation of such policy.



### Independent Contractor

In all activities or Services performed hereunder, the Service Provider is an independent contractor, and not an agent or employee of the County. The Service Provider, as an independent contractor, shall be responsible for all medical services provided and medical decisions made pursuant to the terms of this Agreement. The Service Provider shall supply all materials, equipment and labor required for providing of medical services as required herein. The Service Provider shall have ultimate control over the execution of the work under this Agreement. County shall have no control over any decision, recommendation, or action taken by the Service Provider pursuant to this Agreement.

The County assumes no liability for actions of the Service Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Service Provider's agents, employees and subcontractors in their performance of the Service Provider's duties as described under this Agreement. The Provider agrees to hold harmless Brazos County against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of Agreement of the Service Provider, with the exception of acts performed in conformance with an explicit, written directive of the County, through its authorized agents.

The Service Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval by Brazos County. In emergencies, the Service Provider will request approval in writing within at least (24) twenty-four hours of the use of a subcontractor to fulfill any obligations of this Agreement.

### Licensing

The Service Provider is required to maintain all applicable licensing permits to practice medicine. All permits to or certification necessary to operate the Provider's clinics shall also be maintained. Copies of any applicable licenses are to be filed with Brazos County.

### Events of Default:

The following shall be considered events of default:

- a. Failure to maintain license to practice medicine or any restrictions being placed upon such license by the Texas State Board of Medicine making the providing of services hereunder impossible or difficult.
- b. Failure to maintain all permits and licenses necessary to keep Service Provider's clinics in operation.



c. Cancellation of Service Provider's medical malpractice insurance.

Upon an event of default, the County may terminate this Agreement on three (3) days written notice mailed by certified mail return receipt requested to the address listed below.

Right of Audit and Monitoring

Service Provider 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. Service Provider 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. Service Provider 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. Service Provider 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 Service Provider 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 Service Provider.

Venue and Governing Law

The venue of this Agreement is Brazos County, Texas, and this Agreement shall be governed by and in accordance with the laws of the State of Texas.

Notices

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

Health for All, Inc.  
C/O Executive Director  
P.O. Box 5913  
Bryan, Texas 77805

Brazos County  
C/O Commissioners Court  
200 S. Texas Ave., Suite 310  
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.

#### Amendments

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

#### Waiver

No failure of Brazos County to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Service Provider may rely, for the purpose of denial of such a right or remedy to Brazos County.

#### Prior Notification

The Service Provider agrees to notify Brazos County prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Brazos County in joint or coordinated releases of information.

#### Notice of Change

The Service Provider shall give thirty (30) days prior written notice to Brazos County, if there is a change in the Service Provider's legal status, federal employer identification number (FEIN) or address. Brazos County reserves the right to take any and all appropriate action. The Service Provider agrees to hold harmless Brazos County for any acts or omissions by the County resulting from the Service Provider's failure to notify of these changes.

In the event Service Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, the Service Provider will immediately notify Brazos County in writing.

#### Tax Exempt Status

As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.



### Sovereign Immunity

This Agreement is expressly made subject to Brazos County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable Federal and State law. 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.

### Assignability

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

### Fiscal Funding Clause

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. The Service Provider or any other person or entity directly or indirectly employed by the Service Provider or any other person or entity to whom the Service Provider may be liable to, shall have no right of action against the County in the event the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may, in its sole discretion, provide funds from a separate source or may, in its sole discretion, terminate this Agreement by written notice to the Service Provider at the earliest possible time under the circumstances.

### Entire Agreement

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




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

SERVICE PROVIDER

  
\_\_\_\_\_  
Health for All, Inc.  
Executive Director


8/8/17  
Date

BRAZOS COUNTY, TEXAS

  
\_\_\_\_\_  
Duane Peters  
County Judge

9/12/17  
Date

ATTEST:

  
\_\_\_\_\_  
Karen McQueen, County Clerk



BRAZOS COUNTY  
BUSINESS ASSOCIATE AGREEMENT

- A. Acknowledgment of HIPAA Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA")). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule") and the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"). Collectively, the Privacy Rule and the Security Rule are referred to herein as "HIPAA Rules." The HIPAA Rules, as well as any applicable state confidentiality laws, require Covered Entity to ensure that business associates who receive confidential information in the course of providing services on behalf of Covered Entity comply with certain obligations regarding the confidentiality of health information. "Covered Entity" and "Business Associate" are defined in the HIPAA Rules, and for the purposes of this Agreement, shall refer to Brazos County and Service Provider, respectively.
- B. Purposes for which Protected Health Information May Be Used or Disclosed. In connection with the services provided by Business Associate on behalf of Covered Entity pursuant to this Agreement, Covered Entity may use and disclose protected health information ("PHI"), as defined in the HIPAA Rules.
- C. Business Associate Obligations. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule, including without limitation:
1. Use of Protected Health Information ("PHI"). Business Associate shall not use PHI except as necessary to fulfill the purposes of this Agreement. Business Associate is permitted to use and disclose PHI as necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities and its responsibilities under this Agreement. However, Business Associate shall in such case:
    - (a) provide training to members of its workforce regarding the confidentiality requirements in the HIPAA Rules and this Agreement;
    - (b) obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity;



- (c) agree to notify the Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules; and
  - (d) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," *i.e.*, only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed.
2. Disclosure to Third Parties. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent to agree to the same restrictions and conditions that apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of the Agent in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
3. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI, but only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules or the issuing court's orders.
4. De-identified Information. Use and disclosure of de-identified health information is permitted, but only if (i) the precise use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).
5. Notice of Privacy Practices. Business Associate shall abide by the limitations of any Notice of Privacy Practices ("Notice") published by the Covered Entity of which it has knowledge. Covered Entity shall provide to Business Associate such Notice when it is adopted. Any use or disclosure permitted by this Agreement may be amended by such Notice. However, the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to such notice.



6. Withdrawal of Consent or Authorization. In the absence of applicable court orders governing the Business Associate's responsibilities, if the use or disclosure of PHI in this agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and the individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Rule expressly applies.
7. Use or Disclosure That Would Violate HIPAA. Business Associate is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the HIPAA Rules if the PHI were used or disclosed by the Covered Entity.
8. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
9. Records Management. Upon termination of this Agreement, Business Associate agrees to return or destroy all PHI received from Covered Entity that Business Associate maintains in any form and shall comply with federal and state laws as they may be amended from time to time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
10. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a designated record set (as defined in the HIPAA Rules) on behalf of Covered Entity, Business Associate agrees as follows:
  - (a) Correction of PHI. Business Associate agrees that it will amend PHI maintained by Business Associate as requested by Covered Entity.
  - (b) Individual Right to Copy or Inspection. Business Associate agrees that, if it maintains PHI in a designated record set for the Covered Entity, it will permit an individual to inspect or copy PHI about the individual in that set under conditions and limitations required under



45 CFR §164.524. The Covered Entity is required to take action on such requests as soon as possible but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline, to the extent the requested information is maintained by Business Associate and not the Covered Entity.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

- (c) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a designated record set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR §164.526. If Business Associate maintains a record in a designated record set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an individual's right to have access to and amend PHI about the individual in a designated record set in accordance with the Privacy Rule set forth at 45 CFR §164.526, unless the regulation provides for a denial or exception that applies.

- 11. Accounting of Disclosures. Business Associate agrees to make available to the individual and/or the Covered Entity from whom the PHI originated, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, and incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule).

- (a) Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline.
- (b) Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request.
- (c) Such accounting shall be provided as long as Business Associate maintains the PHI.



- D. Internal Practices, Books, and Records. Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of the Covered Entity to the U.S. Department of Health and Human Services or its agents for the purpose of determining the Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to the Covered Entity.
- E. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this agreement and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

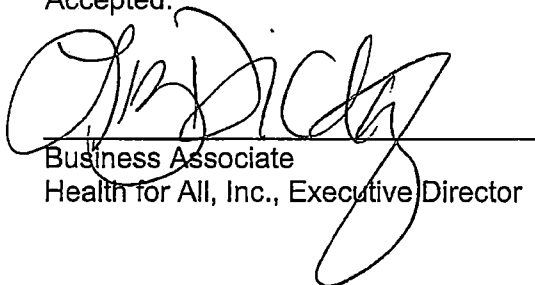
- F. Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
- G. Rights of Proprietary Information. The Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- H. Termination for Breach. Without limiting the termination provisions herein, if Business Associate breaches any provision in this Section entitled "Use and Disclosure of PHI", Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance



with this Article; or Covered Entity may terminate this Agreement on a date specified by Covered Entity.

- I. Reference. Any reference in this Section entitled "Use and Disclosure of PHI" means the section of the Privacy Rule or the Security Rule, as applicable, as in effect or as amended.
- J. Amendment. Business Associate and Covered Entity agree to take such action as is necessary to amend this Section entitled "Use and Disclosure of PHI" from time to time in order to allow Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws.
- K. Precedent and Ambiguity. If any term of this Section entitled "Use and Disclosure of PHI" conflicts with another term of this Agreement, the term contained in this Section shall be controlling. Any ambiguity in this Section entitled "Use and Disclosure of PHI" shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- L. Survival of Key Provisions. The provisions of this Section entitled "Use and Disclosure of PHI" shall survive the termination of this Agreement.

Accepted:



Business Associate  
Health for All, Inc., Executive Director



JUNCTION 505  
BRAZOS COUNTY  
BRYAN, TEXAS  
SUPPLEMENT TO INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, Brazos County, Texas, acting by and through its duly elected Commissioners Court (hereinafter "COUNTY") and Junction Five-O-Five, a Texas non-profit corporation (hereinafter "JUNCTION"), EXECUTED as Independent Contract Agreement dated the 17th day of November 1992 for the establishment and management of recycling centers in Brazos County, Texas (hereinafter the "Agreement"); and WHEREAS, the COUNTY agrees to increase the pay to JUNCTION to the sum of two thousand nine hundred seventy eight dollars and fifty cents (\$2978.50) per month, per site for a total monthly sum of seventeen thousand eight hundred seventy dollars and ninety-nine cents (\$17,870.99) for services to be rendered by JUNCTION for each of the following sites described below and in the Agreement:

- Site 1 located on Kathy Fleming Road
- Site 2 located on FM 2038 S. (Copperhead Road)
- Site 3 located on State Highway 30
- Site 4 located on Raymond Stotzer Pkwy (FM 60)
- Site 5 located on Mumford Road
- Site 6 located on Silver Hill Road

In as other respects the terms and conditions of the Agreement remain unaltered and the parties hereto confirm, ratify and reaffirm the terms and conditions of said Agreement.


NOW THEREFORE, Approved this 12<sup>th</sup> day of, September, 2017

BRAZOS COUNTY, TEXAS



Duane Peters, County Judge

JUNCTION FIVE-O-FIVE

  
Iris Woolley Executive Director



**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF BRAZOS VALLEY**

This Agreement for Funding ("Agreement") is by and between **Brazos County, Texas** (hereinafter "County") and the **Mental Health Mental Retardation Authority of Brazos Valley**, (hereinafter "MHMR"), a Texas non-profit 501(c)(3) corporation for a period of 12 months beginning October 1, 2017 and ending September 30, 2018.

**RECITALS**

WHEREAS, MHMR is a public non-profit community center serving all residents of Brazos County with the administrative responsibility and authority to provide a continuum of mental health and mental retardation services through available resources to eligible individuals residing in Brazos County;

WHEREAS, to assist in accomplishing the above stated public purposes, MHMR coordinates activities of mental health and mental retardation coverage in Brazos County, Texas; and

WHEREAS, the County desires to assist MHMR in their efforts to promote the public purpose of providing a comprehensive range of services in the local community for persons with mental illness or mental retardation residing in Brazos County by contracting with MHMR for the period beginning October 1, 2017 and ending September 30, 2018, 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 MHMR, 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;
2. Who have been determined through the MHMR screening process to be in need of mental health or mental retardation services; and,
3. Who have been determined by MHMR in a fee assessment procedure to be unable to pay for the needed mental health or mental retardation services.

MHMR warrants that the eligibility determination (ability to pay or availability of any third party pay and residency eligibility) is the responsibility of MHMR and such determination shall be made by MHMR prior to, or at the time of the provision of services.

MHMR further warrants that Brazos County shall not be billed for and shall not provide reimbursement for any services provided by MHMR to non-residents of Brazos County or any



insured individuals with coverage for such services. MHMR will maintain records of insured status for all hospital admissions.

#### RESPONSIBILITIES OF BRAZOS COUNTY:

1. Pay to MHMR an (not to exceed) annual total reimbursement of **\$80,000.00** ("Funds"), to be paid to MHMR as follows:
  - a. \$24,000.00 for Rehabilitative Case Management which includes psychiatric crisis related services, which is part of the local match requirement, and,
  - b. \$10,000.00 for TeleMed services, and
  - c. \$30,000 for crisis assessments and to facilitate jail diversion activities within the Brazos County Jail conducted by a Forensic Case Worker; and
  - d. \$16,000.00 for administrative support services.
  - e. It is understood and agreed that the County Funds represented by the Agreement are for the period of October 1, 2017 through September 30, 2018 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;

#### RESPONSIBILITIES OF MHMR under this Agreement:

1. To provide the services according to the most recent MHMR Local Plan for the fiscal year covering this agreement and according to the most recent performance Agreement between MHMR and the Texas Department of State Health Services, including mental health services, mental retardation services, contracted residential services, specialized therapies and psychiatric inpatient services; and
2. It is understood and agreed that all County funds paid to MHMR under this Agreement shall only be expended by MHMR for the purpose authorized under this Agreement and should any amounts be expended for any other purpose, they shall not qualify for payment or reimbursement; and
3. Reporting Requirements:  
Prepare and submit to the County a copy of the quarterly written and itemized accounting of expenditures, income and mental health and mental retardation services performed by MHMR pursuant to this Agreement in the same format as the quarterly report submitted to the Texas Department of State Health Services;

#### TERM AND TERMINATION

1. Shall be effective from the period from October 1, 2017 to September 30, 2018 unless otherwise terminated prior to that time. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate this Agreement will be given in writing at least thirty (30) days prior to the date of



termination. The notice shall include the reason for such a termination, the effective date of the termination and, in the case of partial termination, the portion of the Agreement to be terminated. A party may also terminate its performance under this Agreement upon default by the other party. Default by the party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties under this Agreement as of the thirtieth (30<sup>th</sup>) day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said thirty (30) day period the defaulting party cures the default or (ii) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

2. In the event of termination MHMR agrees to return funds to County at a pro rata basis, based on a twelve (12) month calculation.

#### MISCELLANEOUS PROVISIONS:

##### Independent Contractor

The relationship of MHMR to the County shall be that of an independent contractor.

##### Parties in Interest

This Agreement shall bind and benefit the County and MHMR and shall not bestow any rights upon third parties.

##### Non-waiver

Failure of either party hereto to insist on the strict performance of any of the Agreement herein or to exercise any rights or remedies occurring there under upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

##### Applicable Laws

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in Brazos County, Texas.

##### Notices

All notices required or permitted hereunder shall be in writing and addressed to the respective officer of the other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:



County:  
Brazos County Commissioners Court  
County Administration Building  
200 South Texas Avenue, Ste, 310  
Bryan, Texas 77803

MHMR:  
Bill Kelly,  
Executive Director  
1504 S. Texas Avenue  
Bryan, Texas 77802

#### Audits

MHMR 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. MHMR 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. MHMR 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. MHMR 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 MHMR under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of MHMR. 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 MHMR 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 MHMR.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

#### Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

#### Entire Agreement

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

#### Indemnification and Compliance with Laws

MHMR shall defend, indemnify and hold harmless the County from any and all damages, costs, claims, expenses or liability arising out of or connected with any Accident, act, error, omission, representation or misrepresentation by the County or MHMR in performing the services or other acts to be performed under this Agreement. MHMR shall comply with all applicable



governmental and professional requirements, regulations and/or standards in performance of services under this agreement.

Immunity

As a result of its execution of this Agreement and performance of the functions and obligations described herein, Brazos County does not waive or relinquish any immunity or defense on behalf of itself, its commissioners, officers, employees, or authorized representatives.

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 12<sup>th</sup> day of September, 2017.

Mental Health Mental Retardation  
Authority of Brazos Valley

Brazos County

By: Bill Kelly  
Bill Kelly, Executive Director

By: Duane Peters  
Duane Peters, Brazos County Judge

ATTEST:

Karen McQueen  
Karen McQueen  
Brazos County Clerk



15J

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
RESEARCH VALLEY PARTNERSHIP, INC.**

THIS FUNDING AGREEMENT ("Agreement") is effective October 1, 2017 by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "County"), and the **RESEARCH VALLEY PARTNERSHIP, INC.**, a Texas non-profit corporation (hereinafter referred to as "RVP").

**RECITALS:**

WHEREAS, the Commissioners Court of Brazos County desires to stimulate business and commercial activity in the County; and

WHEREAS the County wishes to contract with RVP as its agent pursuant to TEX. LOC. GOV'T CODE ANN. §381.004 to administer the County's program for local economic development (herein the Brazos County Economic Development Program); and

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and

WHEREAS, it is important to the County to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and

WHEREAS, RVP is an agency with specific expertise in the field of economic development and administering governmental economic development guidelines; and

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and RVP agree as follows:

**AGREEMENT:**

**ARTICLE I  
Qualifications of the RVP**

1.1 The RVP represents that:



- (a) The RVP is a non-profit entity that is authorized and experienced in the administration and furtherance of economic development programs in all or a portion of the County;
- (b) The RVP has expertise and skills to attract new businesses to the County, to encourage the expansion of existing businesses in the County, or to retain existing businesses in the County, pursuant to the County's economic development guidelines and Chapters 311, 312 and Sections 381.003 and 381.004 of the Texas Local Government Code;
- (c) The RVP shall cooperate with and use the services of the Texas Department of Economic Development.

## **ARTICLE II**

### **Definitions**

2.1 "Economic Development Guidelines" means the County's financial criteria on file used to determine qualification for receiving Incentive Funds.

2.2 "Project Performance Standards" means individual performance terms and requirements established by agreement between the County and any employer/business to receive Incentive Funds.

2.3 "Program Projects" means uses of the Incentive Funds, or a portion thereof, as approved by the County, to provide incentives or assistance to businesses/employers which results in the public purpose of economic development, diversification, expansion, and employment being served, pursuant to the County's Economic Development Guidelines.

2.4 "Program Standards" means standards that an employer/business must meet in order to qualify for Incentive Funds.

## **ARTICLE III**

### **Term**

3.1 The term of this Agreement is for one (1) year, being effective as of October 1, 2017, and ending on September 30, 2018, (the "Present Term"), unless earlier terminated as provided herein.

3.2 Either party may terminate this Agreement on sixty (60) days prior written notice to the others.

3.3 Upon receipt of any termination, the County agrees to continue funding a program project that had been previously approved by the County.



## **ARTICLE IV**

### **Administration Services**

4.1 RVP agrees to provide all administrative services necessary to administer the County's Economic Development Program and program standards set forth herein.

4.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, the administrative services to be provided include, but are not limited to:

- (a) corresponding with and negotiating with potential or existing business/employers for Program Projects that will develop, diversify and/or expand the Brazos County economy, develop or expand transportation or commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County.
- (b) establishing Project Performance Standards for each Program Project that are consistent with the Program Standards set out in the County's Economic Development Program and herein;
- (c) obtaining contracts between the County and businesses/employers for Program Projects whereby the business/employer agrees to meet the County's Project Performance Standards, and which provide assurances that the County's Project Performance Standards will be met; and
- (d) compliance with all requirements of this Agreement.

4.3 The RVP shall receive the sum of Three Hundred Fifty Thousand and No/100 Dollars **(\$350,000.00)** as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). County shall pay such sum on a monthly basis by paying the RVP one-twelfth (1/12) of the total sum referenced above.

## **ARTICLE V**

### **Incentive Funding**

5.1 County has appropriated One Hundred Sixty Four Thousand and No/100 Dollars **(\$164,000.00)** ("Incentive Funds") for the purpose of funding Economic Development Grants entered into by the County under its Economic Development Program. The Incentive Funds shall be divided and designated as follows:

- (a) **\$45,000** of the Incentive Funds shall be appropriated for those Economic Development Grants under which the County is currently obligated; and



- (b) **\$119,000** of the Incentive Funds shall be appropriated as new cash incentives, which may be used to promote future local economic development and stimulate commercial activity in the County.

Incentive Funds have been budgeted for the current fiscal year and are payable out of current revenues.

5.2 Payments of Incentive Funds shall be made as approved and directed by the County to the qualifying business/employer under approved Program Projects.

5.3 The County Incentive Funds provided for in this Agreement shall be used only in accordance with the Brazos County Economic Development Guidelines and program standards.

## **ARTICLE VI**

### **Use of Incentive Funding**

6.1 The County's Program administered by the RVP hereunder consists of the use of the County's Incentive Funds to develop and diversify the Brazos County economy, to eliminate unemployment or under-employment, and to expand the local economy, pursuant to Standards and Guidelines set forth in the Brazos County Economic Development Guidelines.

6.2 Program Standards. The RVP shall not recommend to the County that an applicant business/employer receive Incentive Funds unless the applicant business/employer meets or exceeds the following standards:

- (a) is authorized to do business in the State of Texas;
- (b) is current and in good standing on all state, local and federal taxes, assessments and/or fees;
- (c) is not in bankruptcy;
- (d) is an Equal Employment Opportunity Employer with policies in place and practiced which prohibit discrimination in employment based on race, sex, age, national origin, creed, religion, or disability (unless based on bona fide occupational reason or a reason exempted or approved by the Americans With Disabilities Act and the regulations promulgated thereunder);
- (e) agrees by written contract directly with the County to meet performance criteria established by the County in accordance with the County's Program Standards (hereinafter "Project Performance Standards") as to the establishment, expansion, or improvement of business operations in Brazos County, Texas and/or the employment of residents of the County.



- (f) complies with the current County Economic Development Guidelines for financial assistance, including the grant to the County of the right to review and verify the applicant business/employer's financial statements prior to the grant of any incentive and to review the financial condition of the project during the term of any incentive, including the right to send representatives from the County Appraisal District to inspect any facilities of the applicant business/employer to verify the accuracy of information provided for the economic incentive. Provisions to this effect shall be incorporated in every agreement between the applicant business/employer and the County;
- (g) if the proposed program project does not meet the specific job retention/creation requirements set forth in (f) above, other positive effects on the local economy of the proposed program project may be taken into consideration and approved by the County, as recommended by RVP, in determining whether to pursue funding of a program project. These include:
  - (i) the impact of the Program Project on economically disadvantaged individuals. An economically disadvantaged individual is an individual who:
    - (1) was unemployed for at least three (3) months before obtaining employment with the qualified business;
    - (2) receives public assistance benefits, including welfare payments or food stamps, based on need and intended to alleviate poverty;
    - (3) is an economically disadvantaged individual, as defined by Section 4(8), Job Training Partnership Act (29 U.S.C. Section 1503(8));
    - (4) is an individual with handicaps, as defined by 29 U.S.C. Section 706(8);
    - (5) is an inmate, as defined by Section 498.001 of the Government Code;
    - (6) is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice;



- (7) has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole; or
  - (8) meets the current low income or moderate income limits developed under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 14376, et seq.).
- (ii) the need for the product/service provided by the business/employer in the local area;
  - (iii) the estimated multiplier effect on the local economy of the Program Project either due to the level of wages paid or the injection of outside funds into the local economy (i.e., tourism, capital expenditures, purchasing or materials from local businesses, etc.); and
  - (iv) the creation of part-time positions, and/or
  - (v) capital expenditures which have a material and direct positive impact upon the local economy by providing the following benefits:
    - 1. increases in the local tax base;
    - 2. creation of ancillary jobs and/or jobs for economically disadvantaged individuals;
    - 3. attraction of other businesses;
    - 4. creation of new sales tax revenues;
    - 5. commercial development of new and existing areas;
    - 6. defining, enhancing and/or redefining job skill level of locally available work force.

If such considerations indicate that the benefit to the local economy meets or exceeds that which would be gained by the business/employer employing and/or retaining the number of employees required for the level of funding under subsection (e) above, the RVP may consider such business as qualifying and therefore recommend such business/employer to the County upon the approval of the Board of Directors by a 75% or more favorable vote (9 of 12).

(h) All contracts for Program Projects must be in a form approved by the County and County's legal counsel. The contract must include, but is not limited to, provisions:

(i) containing the Program Project Performance Standards applicable to the business/employer, and the business/employer's agreement to comply therewith in a set time-frame;



(ii) requiring periodic documentation of the business/employer's compliance with the Project Performance Standards, and giving the RVP and the County the right to inspect its operations and books to confirm the business/employer's compliance with the Program Project Performance Standards;

(iii) requiring the repayment directly to the County within sixty (60) days of demand of the funds appropriated to the Program Project by the County if the applicant business/employer fails to meet the County's Project Performance Standards or otherwise is in material breach of its Agreement with the County, and giving the County the right to sue the applicant business/employer to enforce the contract between the County and the business/employer, and to recover all attorney's fees and costs incurred in doing so;

(iv) requiring the business/employer to make draw requests for the funding from the County, which requests must show in detail how the money and/or property will be applied/used, or for what the reimbursement is sought, and which contain such documentation as is required by the County; and

(vi) requiring compliance with all applicable laws regarding the provision of equal employment opportunities.

## **ARTICLE VII**

### **Accounting**

7.1 RVP agrees that Brazos 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. RVP 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. RVP 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. RVP agrees that Brazos 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 Brazos County provided funds to RVP under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of RVP. 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 RVP 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 RVP.



Annual financial statements (audited if available) are due to Brazos County within six (6) months of completion.

## **ARTICLE VIII Miscellaneous Terms**

8.1 Notice. Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or other reliable courier.

Notice to the County shall be sent to:

Duane Peters, County Judge  
Brazos County Administration Bldg.  
200 So. Texas Ave., Suite 332  
Bryan, Texas 77803

Notice to the RVP shall be sent to:

Research Valley Partnership, Inc.  
1716 Briarcrest Dr. Suite 714  
Bryan, Texas 77802

8.2 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.

8.3 Amendment. During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing, and executed by a duly authorized representative of each party.

8.4 Assignment. This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.

8.5 Not Joint Venture: Independent Contractor. The parties agree that this is not a joint venture, partnership or employee-employer relationship and that neither party shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the RVP shall be considered an independent contractor agent for the sole and limited purpose only of administering the County's economic development guidelines and program project standards pursuant to the grants of authority given the County under Chapter 311, 312 and 381 of the Texas Local Government Code.



8.6 Applicability of Texas Law. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.


8.7 Venue. The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.


8.8 Entire Agreement and Binding Authority. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their successors, agents and assigns.

8.9 Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

**BRAZOS COUNTY, TEXAS**

**RESEARCH VALLEY PARTNERSHIP,  
INC., a Texas non-profit corporation**

By:   
Duane Peters, County Judge  
9/12/17

By:   
Chairman of the Board

Attest:

By:   
Karen McQueen, County Clerk



15K

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
SCOTTY'S HOUSE CHILD ADVOCACY CENTER**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and **SCOTTY'S HOUSE CHILD ADVOCACY CENTER** (hereinafter "Provider"), located in Bryan, Texas, and is effective October 1, 2017.

**RECITALS**

WHEREAS, the County has the objective of providing support services to children who are the victims of physical abuse, sexual abuse, neglect, and exposure to violence; and

WHEREAS, the Provider shares this common goal with the County; and

WHEREAS, the County desires to assist the Provider in providing support services to children who are the victims of physical abuse, sexual abuse, neglect, and violence. through funds provided by the County.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

**AGREEMENT**

**TERM**

This Agreement shall be for a term of twelve (12) months commencing on the 1<sup>st</sup> day of October, 2017, and terminating 30<sup>th</sup> day of September, 2018.

**CANCELLATION**

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

**SERVICES TO BE PERFORMED BY PROVIDER**

The Provider will provide the following services:

1. Forensic Services - forensic interviews and on-site medical examinations that minimize additional trauma to the child. A forensic interview is a structured conversation with a child intended to elicit detailed information about a possible event(s) that the child may have experienced or witnessed. Each child's interview



is conducted by a trained Forensic Interviewer in a child friendly environment. A recording of the interview with the child is made available to agencies involved, thus reducing the number of times the child must retell the story. The recording may then be used in court proceedings.

2. Advocacy Services – a Family Services Coordinator will work with each family to provide information and referral to community resources, follow-up medical testing and treatment, assistance with crime victims' compensation and any other need identified by the family.
3. Counseling Services - counseling is provided to children and their non-offending family members. Counseling can take shape in many forms: play therapy for younger children, art therapy, equine assisted psychotherapy, or support groups for children and their caregivers. Without counseling, children who are abused often experience severe social and psychological trauma that may include nightmares, hyper-vigilance, sleep difficulties, poor self-esteem, social isolation, increased use of drugs and alcohol, school failure, depression, and suicidal ideation.
4. Education & Outreach Services - provide educational programs to the Brazos Valley on a variety of topics pertaining to child abuse, services to victims of sexual assault and their families (collectively "Services").

#### USE OF COUNTY FUNDS

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

#### COUNTY'S LIABILITY FOR PAYMENT

The County agrees to fund the Provider a maximum amount of money totaling **\$5,000.00** for the term of this Agreement ("Funds").

#### RESPONSIBILITIES OF PROVIDER

Provider 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. Provider 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. Provider 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. Provider 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. Provider 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 the Provider 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 Provider.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the Provider. 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 Provider'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 Provider.
7. Provider will provide the County with any and all certified audits conducted by Provider and the management letter prepared in connection therewith;
8. Provider will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the Provider's Services.

#### RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the Provider's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the Provider.



## RECORD RETENTION

The Provider shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The Provider 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 Provider 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 Provider shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Provider 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 Provider 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 Provider 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 Provider 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

This Agreement shall be executed in and shall be governed by the laws of the State of Texas.

## 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:

Scotty's House Child Advocacy Center  
2424 Kent Street  
Bryan, Texas 77802

Brazos County Commissioners Court  
County Administration Building  
200 So. Texas Ave. No. 310  
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 of the provisions or portions thereof, of this Agreement, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

## 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 Provider without the prior written consent of the County.

DATED this 12<sup>th</sup> day of September, 2017.

Brazos County

Scotty's House Child Advocacy Center



DUANE PETERS, Judge



Cary Baker, Executive Director

ATTEST:



KAREN McQUEEN, County Clerk



**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
SOUTH BRAZOS COUNTY FIRE DEPARTMENT, INC.**

THIS AGREEMENT for the Funding of Fire Protection Service of South Brazos County ("Agreement") is hereby effective October 1, 2017, by and between the **SOUTH BRAZOS COUNTY FIRE DEPARTMENT, INC.** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

**RECITALS**

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

**AGREEMENT**

**SCOPE**

1. Department shall provide fire protection services to any person who requests it within the confines of South Brazos County, Precinct 1, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 2, 3 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.



2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.
3. Department will maintain fire fighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

#### **PAYMENTS**

4. County shall pay Department the sum of **\$29,000.00** upon execution of this Agreement ("Funds").
5. The County shall make all payments to Department for these services from current revenues.

#### **TERM AND TERMINATION**

6. This Agreement term shall be from October 1, 2017, and terminate at 12:00 a.m. (C.S.T.) on September 30, 2018. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

#### **NOTICES**

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

**Department: South Brazos County Fire Department, Inc.**  
**P.O. Box 501**  
**Millican, TX 77866**  
**Attn: Chet Barker, Fire Chief**

**County: Brazos County Commissioners Court**  
**200 South Texas Ave., Suite 310**  
**Bryan, TX 77803**



## **DEFENSE OF CLAIMS**

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a County resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

## **MISCELLANEOUS PROVISIONS**

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.
12. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.
15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

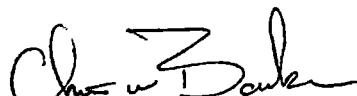


16. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

#### INFORMATION FURNISHED BY RECIPIENT


17. Department 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. Department 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. Department 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. Department 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 Brazos County provided funds to the Department 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 Department. 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 Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

**South Brazos County Department, Inc.**

By:   
Chet Barker, Fire Chief

Date: August 29 2017

**Brazos County, Texas**

  
Duane Peters, County Judge

Date: 9/12/17

**ATTEST:**

  
Karen McQueen, County Clerk



15M

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
DISTRICT TWO VOLUNTEER FIRE DEPARTMENT, INC.**

THIS AGREEMENT for the Funding of Fire Protection Service of District Two ("Agreement") is hereby effective October 1, 2017, by and between the **DISTRICT TWO VOLUNTEER FIRE DEPARTMENT, INC., BRAZOS COUNTY, TEXAS** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

**RECITALS**

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

**AGREEMENT**

**SCOPE**

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 2, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 3 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.



2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.
3. Department will maintain fire fighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

## **PAYMENTS**

4. County shall pay Department the sum of **\$29,000.00** upon execution of this Agreement ("Funds").
5. The County shall make all payments to Department for these services from current revenues.

## **TERM AND TERMINATION**

6. This Agreement term shall be from October 1, 2017, and terminate at 12:00 a.m. (C.S.T.) on September 30, 2018. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

## **NOTICES**

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

**Department: District Two Volunteer Fire Department, Inc, Brazos County Texas  
P.O. Box 32  
Kurten, TX 77862**

**County: Brazos County Commissioners Court  
200 South Texas Ave., Suite 310  
Bryan, TX 77803**



## **DEFENSE OF CLAIMS**

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a County resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

## **MISCELLANEOUS PROVISIONS**

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.
12. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.
15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.



16. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

#### INFORMATION FURNISHED BY RECIPIENT

17. Department 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. Department 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. Department 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. Department 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 Brazos County provided funds to the Department 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 Department. 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 Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

**District Two Volunteer Fire Department, Inc, Brazos County, Texas**  
**Brazos County, Texas**

By: \_\_\_\_\_

Anthony Peterson, President

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

8/23/17

\_\_\_\_\_

Duane Peters, County Judge

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

9/12/17

**ATTEST:**

\_\_\_\_\_

Karen McQueen, County Clerk



**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BRAZOS COUNTY PRECINCT 3 VOLUNTEER FIRE DEPARTMENT, INC.**

THIS AGREEMENT for the Funding of Fire Protection Service of Precinct Three ("Agreement") is hereby effective October 1, 2017, by and between the **BRAZOS COUNTY PRECINCT THREE VOLUNTEER FIRE DEPARTMENT, INC.** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

**RECITALS**

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

**AGREEMENT**

**SCOPE**

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 3, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 2 and 4 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.



2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.
3. Department will maintain fire fighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

## **PAYMENTS**

4. County shall pay Department the sum of **\$29,000.00** upon execution of this Agreement ("Funds").
5. The County shall make all payments to Department for these services from current revenues.

## **TERM AND TERMINATION**

6. This Agreement term shall be from October 1, 2017, and terminate at 12:00 a.m. (C.S.T.) on September 30, 2018. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

## **NOTICES**

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

**Department: Brazos County Precinct Three Volunteer Fire Department, Inc.**  
**P.O. Box 5453**  
**Bryan, TX 77805-5453**  
**Attn: Gerald Burnett, Fire Chief**

**County: Brazos County Commissioners Court**  
**200 South Texas Ave., Suite 310**  
**Bryan, TX 77803**



## **DEFENSE OF CLAIMS**

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a County resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

## **MISCELLANEOUS PROVISIONS**

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.
12. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.
15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.



16. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**INFORMATION FURNISHED BY RECIPIENT**

17. Department 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. Department 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. Department 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. Department 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 Brazos County provided funds to the Department 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 Department. 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 Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

**Brazos County Precinct Three  
Volunteer Fire Department, Inc.**

By: \_\_\_\_\_

~~Gerald Burnett, Fire Chief~~  
Gregory Cross, President.

Date: 8-22-17

**Brazos County, Texas**

\_\_\_\_\_  
Duane Peters, County Judge

Date: 9/12/17

**ATTEST:**

\_\_\_\_\_  
Karen McQueen, County Clerk



**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
BRAZOS COUNTY PRECINCT 4 VOLUNTEER FIRE DEPARTMENT, INC.**

THIS AGREEMENT for the Funding of Fire Protection Service of Precinct Four ("Agreement") is hereby made effective October 1, 2017, by and between the **BRAZOS COUNTY PRECINCT FOUR VOLUNTEER FIRE DEPARTMENT, INC.** ("Department") and **BRAZOS COUNTY, TEXAS**, ("County"), each acting by and through its duly authorized agents;

**RECITALS**

WHEREAS, the County is authorized to contract with an incorporated volunteer fire department to provide fire protection pursuant to Local Government Code §352.001; and

WHEREAS, the County believes it is more cost effective to contract with a volunteer fire department than to purchase equipment and operate a County fire department; and

WHEREAS, the Department is located within the County and shall provide fire protection to an area of the County that is located outside the municipalities in the County; and

WHEREAS, the Department has the personnel and equipment to provide such services and would benefit by the payment of funds by the County.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

**AGREEMENT**

**SCOPE**

1. Department shall provide fire protection services to any person who requests it within the confines of Precinct 4, as described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided however, if assistance is requested by other fire departments for Precinct 1, 2 and 3 it shall provide services in these areas, if possible. A more detailed map of the various Fire Districts can be obtained at the Brazos County Appraisal District at 1673 Briarcrest Drive, Suite A-101, Bryan, Texas 77802, and the parties agree to use the records maintained by that office if a question about the boundaries of the Precincts should arise.



2. All requests for services under this Agreement shall be made through the 9-1-1 Emergency Communications District, which dispatches fire protection units for the County.
3. Department will maintain fire fighting equipment and certified personnel in compliance with Subchapter D of Chapter 419, Texas Government Code. **The County is not responsible for damage to equipment or injury to any person, or for the actions of the Department or their volunteers except as expressly provided by this Agreement.**

## **PAYMENTS**

4. County shall pay Department the sum of **\$29,000.00** upon execution of this Agreement ("Funds").
5. The County shall make all payments to Department for these services from current revenues.

## **TERM AND TERMINATION**

6. This Agreement term shall be from October 1, 2017, and terminate at 12:00 a.m. (C.S.T.) on September 30, 2018. Either party shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, the rights and obligations of the parties hereunder shall terminate, except that the rights and obligations of the parties that have accrued under this Agreement prior to the date of termination shall survive. In the event of a termination, the fee payable pursuant hereto shall be adjusted on a pro-rata basis and refunded within thirty (30) days of such termination.

## **NOTICES**

7. All notices issued between parties to this Agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U.S. Mail to the following parties:

**Department: Brazos County Precinct Four Volunteer Fire Department, Inc.**  
**P.O. Box 4186**  
**Bryan, TX 77805**  
**Attn: Joe Ondrasek, Fire Chief**

**County: Brazos County Commissioners Court**  
**200 South Texas Ave., Suite 310**  
**Bryan, TX 77803**



## **DEFENSE OF CLAIMS**

8. Pursuant to Local Government Code §352.004, the act of a person who, in carrying out the County's authority to provide fire protection under this Agreement, furnishes fire protection to a County resident who lives outside the municipalities in the County, including the act of a person who is a regular employee or fire fighter of a municipality, is considered to be the act of an agent of the County.
9. The County does not waive or relinquish any immunities or defense it has under law, on behalf of itself, its officers, employees, or agents as a result of its execution of this Agreement and the performance of the covenants herein.

## **MISCELLANEOUS PROVISIONS**

10. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. This Agreement is the entire Agreement between the Department and the County relating to the provision of fire protection services and supersedes any and all prior Agreements, arrangements, or understandings, whether written or oral.
12. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
13. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
14. This Agreement has been made under and shall be governed by the laws of the State of Texas. This Agreement and all matters related thereto shall be performed in Brazos County, Texas.
15. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.



16. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

#### **INFORMATION FURNISHED BY RECIPIENT**


17. Department 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. Department 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. Department 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. Department 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 Brazos County provided funds to the Department 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 Department. 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 Department annual financial report, but which are of concern to or under the suggestion of the auditor. Annual financial statements (audited if available) are due to County within six (6) months of completion.

**Brazos County Precinct Four  
Volunteer Fire Department, Inc.**

By:   
Kenneth DeVries, Fire Chief


Date: 8/22/17

**Brazos County, Texas**

  
Duane Peters, County Judge

Date: 9/12/17

**ATTEST:**

  
Karen McQueen, County Clerk





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Juvenile Services                      NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Discuss and take possible action on a contract renewal with Grayson County for juvenile residential services.

TO: Commissioners Court

FROM: Doug Vance

DATE: 09/06/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR APPROVAL:  
ALTERNATIVES:

**ATTACHMENTS:**

**File Name**

[GraysonCounty2017-2018.docx](#)

**Description**

Grayson County 2017-2018

**Type**

Cover Memo



## **CONTRACT FOR RESIDENTIAL SERVICES GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES**

This Agreement is made by and entered into and between Grayson County, Texas, acting through the Grayson County Juvenile Board, by its duly authorized representative, and Brazos County Texas, acting through the Brazos County Juvenile Board by its duly authorized Chairman or its representative.

### **WITNESSETH**

WHEREAS, Grayson County, Texas, and the Grayson County Juvenile Board operate the Cooke, Fannin and Grayson County Pre-and Post-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Brazos County in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Grayson County, Texas and operated under the authority of the Grayson County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for pre- or post-adjudication confinement; and,

WHEREAS, Grayson County desires to make the Facility available to Brazos County for such use and purpose, and Brazos County desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such pre- or post-adjudication services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat.).

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants herein contained, the parties agree as follows:

### **I. TERM**

The term of this agreement shall be from the effective date of September 1, 2017 to August 31, 2018. It may thereafter be renewed annually at the discretion of Grayson County Juvenile Board.



## **II. FACILITY OBLIGATIONS**

1. Develop and meet a treatment protocol that has been prescribed by the respondent's psychological or mental health evaluation;
2. The child shall attend academic classes assigned through the Sherman Independent School District;
3. Each resident shall receive specialized services, as indicated, in substance abuse, trauma informed care treatment for sexual offender or as assigned.
4. The child will receive case management services including individualized case/school/treatment plan, team treatment coordination, family and post-placement planning as initiated by the juvenile court or sending juvenile department.
5. Clients will receive a highly structured level of supervision.
6. A written Individualized Case Plan shall be developed by the appropriate facility staff in concert with the child, parent and/or juvenile probation officer.
7. Routine medical and dental services as determined in this written Agreement.
8. Structured and supervised physical training activities.
9. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
10. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure pre- and post-adjudication facilities.
11. A staff-to-child ratio as governed by TJJD certification standards and PREA guidelines.
12. Procedures ensuring the child is not released to any person or agency other than Brazos County.

## **III. EXAMINATION OF PROGRAM AND RECORDS**

The Facility agrees that Brazos County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Brazos County clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The facility has been duly inspected and certified as being suitable for post-adjudication of



juveniles by the Grayson County Juvenile Board and the Board has approved the programs, policies and procedures under which the facility is managed. The facility is registered and monitored by the Texas Juvenile Justice Department.

The Facility agrees to maintain and make available for inspection, audit or reproduction books, documents and other evidence pertaining to the cost and expenses of this contract, hereinafter called the Records, by an authorized representative of Brazos County and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

#### **IV. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS**

Under Section 231.006, Family Code, Grayson County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

#### **V. PRIVATE SERVICE PROVIDERS**

In any contract with a private service provider to provide services to the clients under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Grayson County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to Clients.



## VI. COMPENSATION

Grayson County shall charge a daily contract rate to Brazos County which is determined by the Texas Juvenile Justice Department residential reimbursement program. The current FY2018 contract rate for all services is as follows:

<b>Pre-Adjudication daily rate</b>	<b>\$143.00</b>
Placement preparation package (MH Evaluation, TB Testing, Physical & Dental	\$500.00
<b>Post-Adjudication Daily rates</b>	
TJJD Diversion Placements *	\$189.00
County Placements Specialized	\$162.30
County Placements Moderate	\$152.00
<b>Additional Services in Post-adjudication:</b>	
Psychological	\$750
Medical Services	Cost
Dental Services	Cost

\*Please call, will depend on need of resident

In no event, however, shall the monthly FY2018 contract rate cost to Brazos County exceed Grayson County's actual cost per day per child in operating the Facility.

Brazos County agrees to pay Grayson County the monthly FY2018 contract rate cost from current revenues. The Grayson County Department of Juvenile Services shall submit an invoice to Brazos County within ten (10) days after each billing period. Brazos County agrees to submit payment to:

**Grayson County Department of Juvenile Services  
86 Dyess  
Denison, Texas 75020**

All payments are due within thirty (30) days after receipt of the invoice.

## VIII. EMERGENCY MEDICAL, DENTAL OR PSYCHOLOGICAL TREATMENT OF CHILD

Brazos County and Grayson County agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the facility by Brazos County the administrator or designee of the facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Brazos County

Brazos County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Brazos County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any



liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

The Facility administrator shall notify Brazos County of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## **VII. PLACEMENT OF CHILDREN**

Prior to transporting a child to the Facility for placement Brazos County officials requiring and authorizing placement shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Brazos County may be denied if (1) the child is found not to be suitable for placement in the facility or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Facility Administrator.

Children from Brazos County who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Brazos County or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission. No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. Grayson County hereby notifies Brazos County and its officials, agents and employees, that Grayson County fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Brazos County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

Each child placed in the Facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.

The Grayson County Juvenile Board agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Brazos County and such child thereafter is found to be, in the sole judgment of the Grayson County Facility administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Brazos County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation, detention officer or transport officer of Brazos County. If Brazos County fails to remove such child within 24 hours of said notification, Grayson County shall transport said child to Brazos County Juvenile Court Judge or designated juvenile official and Brazos County shall reimburse Grayson County for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Brazos County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.



It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Brazos County shall remain detained therein except that the staff of either the Facility or the Brazos County Juvenile Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this agreement.

It is agreed by the parties hereto that nothing in this contract shall be construed to permit Brazos County, its agents, officials or employees of Cooke, Fannin and Grayson County Juvenile Facility in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

Brazos County warrants that all children placed in the Facility have been legally committed under state and/or federal law.

#### **VIII. STATE AUDITOR'S REVIEW**

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

#### **IX. DEFAULT**

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

#### **X. TERMINATION**

Notwithstanding any other provision in this contract, either Grayson County or Brazos County may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of no further force or effect.



After receipt of notice of termination, Brazos County shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

## **XI. NOTICES**

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Grayson County:        Grayson County Department of Juvenile Services  
                                      ATTN: Bill C. Bristow  
                                      86 Dyess  
                                      Denison, Texas 75020

To Brazos County:            Chief Doug Vance  
                                      Juvenile Probation Department  
                                      1904 W SH21  
                                      Bryan, TX 77803-1217

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## **XII. OFFICIALS NOT TO BENEFIT**

No official, member, or employee of Grayson County or Brazos County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Brazos County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

## **XIII. VENUE**

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Grayson County, Texas.



#### **XIV. INTERPRETATION OF CONTRACT**

This contract supersedes all previous agreements and contracts between the parties for these purposes. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this contract.

In the event that any provision of this contract shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

This agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and (2) payment for such care by Brazos County for such juveniles placed in the Facility by the Judge of Brazos County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

#### **XV. PRISON RAPE ELIMINATION ACT**

The Facility shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

#### **XVI. CONFIDENTIALITY OF RECORDS**

Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

#### **DUTY TO REPORT**

Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:



For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (936) 241-6231 and Service Provider shall contact Juvenile Probation by telephone at (979) 361-1831 within 24 hours and by email at [dvance@brazoscountytexas.gov](mailto:dvance@brazoscountytexas.gov).

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at [abuseneglect@tjjd.texas.gov](mailto:abuseneglect@tjjd.texas.gov) and
3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (979) 823-4211.

**Allegations Occurring Outside the Facility.** Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

As used within this Agreement:

A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.



- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

### **CRIMINAL HISTORY SEARCHES**

Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
- C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.

A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the



following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.

As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
- B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
- C. A current felony deferred adjudication, probation or parole;
- D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
- E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
- F. A current jailable misdemeanor deferred adjudication, probation or parole; or
- G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.

Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.

Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

Executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2017.

GRAYSON COUNTY  
Department of Juvenile Service

Brazos County  
Juvenile Probation Department

\_\_\_\_\_  
Bill C. Bristow  
Director

\_\_\_\_\_  
Doug Vance, PhD.  
Director

Date \_\_\_\_\_

Date \_\_\_\_\_



ON September 12, 2017, FULLY EXECUTED IN  
DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN  
ORIGINAL.

**Brazos County Commissioners Court**

By: 

Duane Peters, County Judge  
200 S. Texas Ave., Ste. 332  
Bryan, TX 77803  
Phone: 979-361-4102  
Fax: 979-361-4503

Date 9/12/17





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Juvenile Services                      NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: Discuss and take possible action on a contract renewal with Leon County for pre-adjudication detention beds.

TO: Commissioners Court

FROM: Doug Vance

DATE: 09/06/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR                      Approval\_  
ALTERNATIVES:

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">LeonCountyDetentionContract2017-2018.pdf</a>	Leon County Contract	Cover Memo



STATE OF TEXAS                               §  
COUNTY OF BRAZOS                     §  
  §

**BRAZOS COUNTY JUVENILE BOARD**  
**BRAZOS COUNTY JUVENILE JUSTICE CENTER**  
 Detention Services  
**October 1, 2017 – September 30, 2018**

This contract and agreement for secure short-term detention of juvenile offenders is entered into by and between Leon County, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the Brazos County Juvenile Board, acting by and through its duly authorized representative and County Judge, concerning detention residential services provided at the Brazos County Juvenile Justice Center (hereinafter "the Facility") by the Brazos County Juvenile Services Department (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility.

## ARTICLE I PURPOSE

- 1.01 Whereas Leon County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status by the Court. The placement facility to be utilized is owned and operated by Brazos County and Service Provider, and is located at 1904 HWY 21 W., Bryan, Texas 77803.

## ARTICLE II

### TERM

- 2.01 The term of this Agreement is for 12 months commencing October 1, 2017 - September 30, 2018. It shall be automatically renewed for one (1) year terms thereafter, commencing October 1st and ending September 30<sup>th</sup> of each year, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

### ARTICLE III

#### PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and crisis intervention to each child placed within the Facility.
- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized



to secure the Outside Treatment at the expense of Juvenile Probation and agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Leon County juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional and given written medical clearance.

If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Service Provider shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event longer than twenty four (24) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child. Any child not removed from the facility within 24 hours will be transported by Service Provider to Juvenile Probation and Juvenile Probation will be charged the cost of staff, time and fuel for the transportation. The daily rate of detention shall increase to \$200.00 for any child not removed within the 24 hour period.

Any damage to county property or juvenile facility fixtures will be paid for by the Juvenile Probation Department and charges will be filed against the juvenile with the Brazos County Sheriff's Department.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.



H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of Madison County.

I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

J. Service Provider shall provide twenty (24) hour supervision for each child, including the supervision by detention staff during sleeping hours in a Secure Facility.

K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Leon County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

#### ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$100.00 per day; the cost includes any duration during a 24 hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to: psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by the Department.
- 4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by the Department.
- 4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies



2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from juvenile Probation in whole or in part paid from state funds. the accounting shall clearly list the state funds received from juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to juvenile Probation thirty (30) days prior to the renewal date of the contract.

4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

4.07 Service Provider agrees to make claims for payment or direct any payment disputes to juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.  
4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

#### ARTICLE V ADDITIONAL TERMS & AGREEMENTS

5.01 Prior to transporting a child to the Facility for placement in detention, juvenile Probation shall call the Facility to ensure the child will be considered for acceptance. Placement of children by authorized officers of juvenile Probation may be denied as determined by the Facility.  
5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the juvenile Court of Madison County.

#### ARTICLE VI EXAMINATION OF PROGRAM & RECORDS

6.01 Service Provider agrees that it will permit juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.  
6.02 Service Provider shall provide to juvenile Probation such descriptive information on contracted children as requested on forms provided by juvenile Probation.  
6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.  
6.04 Service Provider will keep a record of services provided to juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services



furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.

- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

#### ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

#### ARTICLE VIII DUTY TO REPORT

- 8.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (936) 241-6231 and Service Provider shall contact Juvenile Probation by telephone at (936) 241-6230 within 24 hours.

- B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at [abuseneglect@tjjd.texas.gov](mailto:abuseneglect@tjjd.texas.gov) and



3. With respect to children placed by Juvenile Probation, the TJPD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (936) 241-6231.

8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile justice alternatives education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

## ARTICLE IX CRIMINAL HISTORY SEARCHES

9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

9.02 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.



- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
  - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.03. A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 9.04. As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
  - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
  - C. A current felony deferred adjudication, probation or parole;
  - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
  - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
  - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
  - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.05. In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.06. Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 9.07. Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE X:  
DISCLOSURE OF INFORMATION

- 10.01. Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
  - B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;



- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;
  - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;
  - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and
  - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether an existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

#### ARTICLE XI EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

#### ARTICLE XII ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

#### ARTICLE XIII OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, 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.

#### ARTICLE XIV DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:



- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

#### ARTICLE XV TERMINATION

15.01 This Agreement may be terminated for any reason:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

#### ARTICLE XVI WAIVER OF SUBROGATION

16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

#### ARTICLE XVII REPRESENTATIONS & WARRANTIES

17.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- A. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
- B. Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse,



neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XVIII  
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas.

ARTICLE XIX  
VENUE

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in Brazos County, Texas.

ARTICLE XX  
LEGAL CONSTRUCTION

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI  
PRIOR AGREEMENTS SUPERSEDED

- 21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of Leon County having juvenile jurisdiction

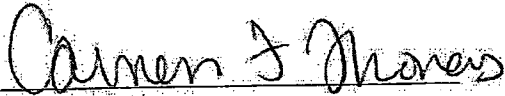
ARTICLE XXII  
PRISON RAPE ELIMINATION ACT

- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30<sup>th</sup> [PREA §115.387(e) and (f)]



Leon County  
Probation Department

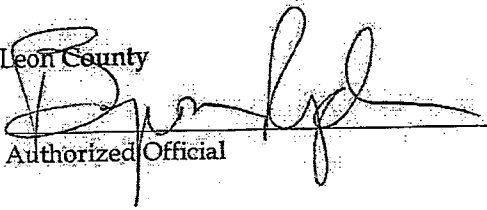


Carmen F. Thomas  
Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center

\_\_\_\_\_  
Doug Vance, PhD  
Executive Director

Leon County



Authorized Official

\_\_\_\_\_  
Duane Peters  
Chairman, Juvenile Board

**BRAZOS COUNTY COMMISSIONERS COURT**

ON September 12, 20 17, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By:



Duane Peters, County Judge  
200 S. Texas Ave., Ste. 332  
Bryan, TX 77803  
Phone: 979-361-4102  
Fax: 979-361-4503





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Award and approval of contract for RFP # 17-048 Emergency Notification System per the recommendation of approved evaluation committee.  
TO: Commissioners Court  
DATE: 09/07/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">17-048 Tabulation.xlsx</a>	Tabulation	Backup Material
<a href="#">References Q A results.xlsx</a>	Reference Q&A Results	Backup Material
<a href="#">Contract ECN - Final.pdf</a>	Contract	Backup Material
<a href="#">Contract ECN - Final.pdf</a>	Proposal - ECN	Backup Material



## NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

**THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT** which includes this Services Order with Schedule 1 and Exhibits A, B, and C (collectively, the "Exhibits"), attached hereto (collectively, the "Agreement") is made as of the last date signed below on the Exhibits (the "Effective Date"). This Agreement sets forth the terms and conditions under which Contractor (as defined below) will provide and County (as defined below) will receive access to the Notification Services (defined in Exhibit A).

### SERVICES ORDER

<b>Contractor Information:</b> ("Contractor")	<b>Contractor Name:</b> <b>ONSOLVE, LLC</b> <b>Entity Type:</b> <b>Limited Liability Company</b> <b>State of Incorporation:</b> <b>Delaware</b> <b>Contractor Address:</b> <b>780 W. Granada Boulevard</b> <span style="padding-left: 100px;"><b>Ormond Beach, FL 32174</b></span>
<b>County Information:</b> ("County")	<b>County Name:</b> <u>Brazos County</u> <b>Entity Type:</b> <u>body politic</u> <b>State:</b> <u>Texas</u>
<b>County Business Contact:</b>	<b>Contact/Title:</b> <u>Charles Wendt/Purchasing Agent</u> <b>County Address:</b> <u>200 South Texas Avenue, Suite 352</u> <span style="padding-left: 100px;"><u>Bryan, TX 77803</u></span> <b>Phone:</b> <u>(979) 361-4292</u> <b>Email:</b> <u>cwendt@brazoscountytexas.gov</u>
<b>County Primary Contact:</b>	<input checked="" type="checkbox"/> Check if contact is the same as the business contact <b>Contact/Title:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____
<b>EU or Swiss Personal Data</b> (defined in Exhibit A)?	<b>Will County transmit any EU or Swiss Personal Data to or through the Notification Services? Check one:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>If yes, County must execute and comply with the Data Processing Addendum which will become part of this Agreement.</b>

**Payment Terms:** Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a County purchase order or below, Contractor will send invoices to the County Business Contact address above:

<b>County Invoice Name:</b>	<u>Brazos County</u>
<b>Attention:</b>	<u>Beverly Murph</u>
<b>Address:</b>	<u>200 S. Texas Ave Suite 218</u>
<b>City, State, Zip:</b>	<u>Bryan, TX 77803</u>
<b>Phone:</b>	<u>979-361-4350</u>
<b>Email:</b>	<u>bmurph@brazoscountytexas.gov</u>

Preferred method of receiving invoices: ☒ Email    ☐ US Mail





SUBSCRIPTION PERIOD: Three (3) Years

RENEWAL TERM: Three (3) Years

Item Description	QTY	Annual Price	Period	Total
<b>Notification Services</b>				
<b>CodeRED® - Standard – Messages</b> <b>COUNTY SUPPLIED DATA</b> <b>Includes:</b> <ul style="list-style-type: none"> <li>• <b>Unlimited</b> Initiators</li> <li>• GIS (Target Recipients by Geographic Location) in <b>Texas: Brazos County and Burleson County</b> ("Notification Area")</li> <li>• Unlimited County Organizations</li> <li>• Unlimited Contact Groups</li> <li>• Access to Shared Telephony Port Pool</li> <li>• Launcher App (iPhone and Android)</li> <li>• Community Notification Enrollment Page (self-registration)</li> <li>• <b>Five (5)</b> Annual Live Web-based Remote Training(s)</li> <li>• Unlimited Pre-recorded Web-based Remote Trainings</li> <li>• System Maintenance and Notification Services Upgrades</li> <li>• System Wide Kick off call</li> <li>• One (1) Annual Contractor-Assisted Database Update for County data</li> </ul> <p>It will be the sole responsibility of the County to provide data and request the Contractor-Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).</p> <ul style="list-style-type: none"> <li>• <b>500</b> Messages for Testing</li> </ul> <p>Messages used for testing are deducted from the Message bank. Provided County supplies Contractor with a credit form (available from Contractor) within 60 days from the date the Messages were used for testing, Contractor will credit the County's Message bank with such Messages. Contractor has the final right, with reasonable discretion, to determine whether the used Messages qualify as testing Messages.</p> <ul style="list-style-type: none"> <li>• <b>500</b> pages each month for faxing</li> </ul>	1 Account	\$ 10,265.00	3 Years	\$ 30,795.00
<b>Foreign Message Translation ("FMT") for the Languages selected on Schedule 1:</b> <p>All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Notification Services will receive their selected FMT. Translation is supplied by a third party and is AS-IS. FMT will not be activated unless languages are selected and Schedule 1 is signed.</p>	3 Languages	Included	3 Years	Included
<b>CodeRED Weather Warning®</b> <p>CodeRED Weather Warning® ("CRWW") is an add-on to CodeRED® that includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Messages.</p>		Included	3 Years	Included
<b>IPAWS Submission App:</b> <p>The Integrated Public Alert Warning System ("IPAWS") Submission Application ("IPAWS App") is an add-on to CodeRED® that permits County to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. County-designated Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, County agrees to provide Contractor, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other</p>		Included	3 Years	Included



information reasonably requested by Contractor to demonstrate County's compliance with FEMA. County authorizes Contractor to use and keep such information on Contractor's servers for the purpose of allowing County and Contractor to access, use and test IPAWS through the IPAWS App. County acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Contractor, and is the sole responsibility of FEMA; (b) Contractor shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Contractor shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Messages.				
<b>Banks</b> Messages are not transferable and do not carry over.				
Messages for the Notification Services Messages will be re-set yearly to the Annual amount specified.	45,000		Annual	Included
<b>Transaction Fees*</b>				
Additional Messages for the Notification Services In the event Messages are exhausted, Contractor will immediately refill the Messages with a block of <u>10,000</u> Messages.	1 Message	\$0.08		As Needed
Additional Pages for Faxing	1 Page	\$0.25		As Needed
<b>Additional Features</b> (will not be prorated for any partial year)				
GIS Custom Map (to be provided by County, and hosted by Contractor) GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	\$2,500.00	Annual	Upon Request
Additional Languages for FMT as selected on Schedule 1:	3 Languages	\$250.00	Annual	Upon Request
Commercial Data In the event County adds Commercial Data, this fee shall be due upon ROI and added to each future year. Once purchased, the Commercial Data may not be removed absent separate, written agreement. Contractor will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Contractor undergoes periodic accuracy checks using Contractor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Contractor to transfer ownership to County. Accordingly, the Commercial Data shall remain the sole and exclusive property of Contractor or its licensors.		Call for Pricing		Upon Request
Additional Insured Includes waiver of subrogation				Included
<b>Non-Recurring Services</b>				
Setup Fee One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	\$135.00		Waived for 60 Days
Additional Live Web-based Remote Trainings One (1) hour minimum	1 Hour	\$150.00		Upon Request
Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. County will pay for travel expenses in accordance with Exhibit A	1 Day	\$1,500.00		Upon Request
Additional Contractor-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	\$100.00		Upon Request
Professional Services - Requires a SOW	1 Hour	\$135.00		Upon Request
Simulation testing and promotional all call		\$5,000.00		Upon Request
<b>Total:</b>				<b>\$30,795.00</b>
<b>May be paid in annual installments of:</b>				<b>\$10,265.00</b>





**\*Transaction Fees:**

- A Message includes System Minutes or SMS Texts.
  - "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
  - "SMS Text" means a short message service text having approximately (140) characters or less (may vary by carrier). SMS Texts are deducted per SMS message. Lengthy notifications that are broken into multiple SMS messages will incur multiple charges.
  - CodeRED® Mobile Alert App and Email Notifications will not be deducted from Messages.

ONSOLVE, LLC

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

BRAZOS COUNTY, TEXAS

Signed:  \_\_\_\_\_

Printed Name: Duane Peters \_\_\_\_\_

Title: County Judge \_\_\_\_\_

Date: 9/12/17 \_\_\_\_\_



## SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **three (3)** languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input checked="" type="checkbox"/> Spanish
<input checked="" type="checkbox"/> Spanish (Mexico)
<input checked="" type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)



## EXHIBIT A - TERMS

### 1. Certain Definitions.

- 1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists; or (ii) the following entities in **Burleson County, Texas**. Affiliates do not have authority to make changes to County's account. .
- 1.2 "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.
- 1.3 "Data Processing Addendum" means a data processing addendum in the form provided by Contractor and executed by the Parties that is applicable to the processing of data under this Agreement.
- 1.4 "Documentation" means any official, applicable documentation that Contractor provides to County (electronic or written, as available in the Notification Services' resource library).
- 1.5 "Emergency" or "Emergencies" means any matter regarding immediate harm to life and/or property.
- 1.6 "EU or Swiss Personal Data" means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.
- 1.7 "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.8 "Initiator" means an individual person or application capable of creating and issuing Notifications through the Services.
- 1.9 "Notifications" means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.
- 1.10 "Notification Content" means all content, data, text, messages and other material contained in a Notification.
- 1.11 "Notification Services" means Contractor's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.
- 1.12 "Recipient" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.
- 1.13 "Representatives" means County's employees and consultants and County's Affiliates and its employees.
- 1.14 "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.15 "Services" means the Notification Services and related services provided by Contractor under this Agreement.
- 1.16 "Services Order" means the order attached hereto.
- 1.17 "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.18 "Subscription Fee" means the fees for access to and use of the Notification Services.
- 1.19 "Subscription Period" means the subscription period specified on the Services Order.
- 1.20 "System" means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.
- 1.21 "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.22 "User(s)" is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

### 2. SCOPE OF THE SERVICES.

2.1 **Notification Services.** Subject to the terms of this Agreement, Contractor will provide County with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Contractor's Documentation. Only County and its Representatives may act as Initiators. All use of the Notification Services through County's account, whether by County or its Representatives or due to County or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and County shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. County may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise,





or remove, alter or obscure any product identification, copyright or other notices. County agrees that all communications with Contractor under this Agreement will be with the County only; County will be responsible for all contact with Affiliates covered by this Agreement.

**2.2 Support for the Notification Services.** Contractor will provide to County the technical support, maintenance, and generally available updates for the Notification Services. County shall not contract with or otherwise allow a third party to provide assistance or support for the Notification Services without the prior written consent of Contractor.

**2.3 Service Components.** County shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

**2.4 Audit.** During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

**2.5 Professional Services.** From time to time, County may engage Contractor to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Contractor's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

### **3. FEES AND PAYMENT.**

**3.1 Fees and Expenses.** County shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to County for any on-site work performed under this Agreement. If travel expenses are incurred, Contractor will make reasonable efforts to hold travel costs to a minimum.

**3.2 Payment and Taxes.** Unless otherwise specified on the Services Order, Contractor will invoice County for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed from the date due. All billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes, and County agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Contractor's net income.

### **4. TERM AND TERMINATION.**

**4.1 Term.** Unless earlier terminated in accordance with the terms of this Agreement, the initial term of this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order, and thereafter will automatically renew for successive Renewal Terms listed on the Services Order unless either party provides written notice (in accordance with the terms of this Agreement) of termination at least thirty (30) days prior to the end of the Subscription Period or then-current Renewal Term (the Subscription Period and all Renewal Terms, collectively, the "Term"). Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order.

**4.2 Termination.** If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

**4.3 Suspension.** Contractor may suspend the provision of the Notification Services to County under this Agreement: (a) effective immediately upon notice if County breaches any provision under Section 8. (County Restrictions); or (b) if County fails to pay any portion of the Fees within fifteen (15) days after receiving written notice from Contractor that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

**4.4 Effects of Termination.** Upon termination or expiration of this Agreement, (i) Contractor will upon written request of County, erase County data from the production servers controlled by Contractor to provide the Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to seven years after it is transferred to the back-up servers from the production servers, (ii) County will immediately pay to Contractor all amounts due and payable prior to the date of such termination and, except in the event of termination by County due to breach by Contractor, all unpaid Subscription Fees that would become due under the then-



current Subscription Period if such termination did not occur, (iii) Contractor shall retain any Subscription Fees paid by County, except in the event of termination by County due to breach by Contractor, wherein Contractor will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order, (iv) County shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Contractor's request, provide a written notice signed by an executive officer authorized to bind County that certifies that County has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.4 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive.

5. **OWNERSHIP.** All rights not expressly granted to County herein are expressly reserved by Contractor. As between the parties, the Notification Services and the System are and will remain exclusive property of Contractor and its licensors. Contractor shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by County. Contractor shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by County, including Users, relating to the Notification Services or System. Users are subject to Contractor's terms of service and privacy policy available on Contractor's website.

6. **SYSTEM MONITORING.** Contractor expressly reserves the right to monitor any and all use of the Notification Services. Contractor may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Contractor shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

7. **CONFIDENTIALITY AND DATA SECURITY.**

7.1 **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Contractor, and any Notification Content shall be deemed to be the Confidential Information of County. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

7.2 **Data Restrictions.** The terms of this Section apply notwithstanding anything else.

(a) County acknowledges and agrees that Contractor does not require or "pull" any specific data from County, that County controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Contractor has no obligation to monitor the content of any data or content. County shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Contractor and the processing of such data by Contractor through the Notification Services. Upon request of Contractor, County will provide Contractor with documentation to support such consent.

(b) County acknowledges and agrees that (i) Contractor's System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Contractor only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c) County agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d) County shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless County has executed the Data Processing Addendum with Contractor, and in such case County shall fully comply with the Data Processing Addendum.



(e) County understands and agrees that private citizens and other persons may voluntarily contribute their contact information to Contractor for use in the Notification Services, and that certain individuals may designate that this data be transferred to County (such designated data, the "Resident Data"). Contractor agrees that it will, upon termination of this Agreement and the request of County, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to County at no charge.

7.3 **Hosted Security.** Contractor maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect County data and prevent unauthorized access in accordance with its then-current policies.

8. **COUNTY RESTRICTIONS.** This Section includes pass-through terms from certain Contractor vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to County and as such, Contractor may modify these terms upon thirty (30) days written notice to County if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Contractor's suppliers which would impact all of Contractor's customers; thus, in the event that County breaches any of such terms or conditions, Contractor may suspend the provision of the Notification Services if, in Contractor's reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Contractor's suppliers.

8.1 **Acceptable Use Policy.** County shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. County shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 **Liability for Content.** County shall be responsible for, and under no circumstances will Contractor or Contractor's Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the Notification Content. Further, County is responsible for any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Contractor).

8.3 **Security of Account.** County agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If County's account ID or password are stolen, or otherwise compromised County is obligated to immediately change the password and inform Contractor of the compromise.

9. **LIMITED WARRANTY AND DISCLAIMER.** Contractor warrants that: (a) the Notification Services will perform materially in accordance with its Documentation and Exhibit C, attached hereto; and (b) Contractor shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a "Program Error"), Contractor agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Contractor's option, such Program Error at Contractor's sole expense, provided such Program Error was not caused due to County's failure to use the Notification Services in accordance with the terms of this Agreement. County agrees to cooperate and work closely with Contractor in a prompt and reasonable manner in connection with Contractor's correction efforts. County's sole remedy for any breach of warranty under this section will be to have Contractor use its commercially reasonable efforts to cure such breach as provided herein. If Contractor fails to remedy the breach within one (1) month, County may terminate this Agreement and Contractor will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

10. **CHANGES TO THE NOTIFICATION SERVICES.** Contractor may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Contractor shall notify County at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

#### 11. INDEMNIFICATION.

11.1 **By Contractor.** Contractor will defend, indemnify, and hold harmless County and its employees (collectively, "County Indemnitees"), from and against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorney's fees) owing to third parties (collectively, "Liabilities") suffered or sustained by a County Indemnitee, or to which a County Indemnitee becomes subject, arising out of or incurred as a result of (a) any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Contractor under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by County), (b) breach of Section 7.3 (Hosted Security) by Contractor; or (c) gross negligence or willful misconduct by Contractor. The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Contractor did not supply, (ii) that are combined with other



products, processes or materials where the infringement or misappropriation relates to such combination, unless Contractor expressly authorized such combination, (iii) to the extent that County continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where County's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Contractor believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Contractor may, at its option, (1) procure for County the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Contractor's reasonable efforts, terminate this Agreement and the rights granted herein and refund to County a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Subscription Period, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Contractor's only obligations and liability in connection with infringement by the System or Notification Services.

11.2 **By County.** County will defend, indemnify, and hold harmless Contractor and Contractor's Affiliates, licensors and suppliers (collectively, "Contractor Indemnitees") from and against any and all Liabilities suffered or sustained by a Contractor Indemnitee, or to which a Contractor Indemnitee becomes subject, arising out of or incurred as a result of: (i) any breach of Section 2.1 (Notification Services), Section 7.2 (Data Restrictions) (including the Data Processing Addendum, if applicable) or Section 8 (County Restrictions) by County; (ii) gross negligence or willful misconduct by County; and (iii) County's and its Users' use of the Notification Services or any component thereof, including any Notification Content and any use of the Notification Services to transmit or store any Sensitive Data.

11.3 **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party without the indemnified party's written consent.

12. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (COUNTY RESTRICTIONS), (I) NEITHER PARTY (OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF CONTRACTOR LIABILITY) ANY FEES PAID BY COUNTY TO CONTRACTOR, OR (IN THE CASE OF COUNTY LIABILITY) ANY FEES PAID OR OWED BY COUNTY UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CONTRACTOR TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) EXCEED THREE TIMES (3X) THE FEES PAID BY COUNTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY COUNTY REFERENCING THE RELEVANT CLAIM HEREUNDER. County understands and agrees that the limitation of liability in this Agreement for Contractor is reasonable and that Contractor would not enter into this Agreement without such limitations.

### 13. **GENERAL.**

13.1 **Export Compliance.** The Notification Services, System, and other Contractor technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. County represents that it is not named on any U.S. government denied-party list. County will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

13.2 **Force Majeure.** Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided, however, that the foregoing shall not excuse any failure of Contractor to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13.3 **General.** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and



that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

**13.4 Independent Contractors.** County and Contractor are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

**13.5 Notices.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the signature page of this Agreement, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Contractor:	
Contractor:	ONSOLVE, LLC
Attention:	Legal Notices
Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
To County:	
County:	See County Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

**13.6 Publicity.** Contractor may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the parties. During the Term of this Agreement, Contractor may use County's name and logo on the Contractor web site and in Contractor's collateral marketing materials relating to the Notification Services to simply identify County as a purchaser of the Services, provided however, that in the event Contractor's purported use of County's name and/or logo includes more than just basic identification of County, Contractor shall provide County with a copy of such content for approval, such approval not to be unreasonably withheld.

**13.7 U.S. Government End Users.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. County will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

**13.8 Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

**13.9 Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

**13.10 Entire Agreement.** This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both parties may modify this Agreement.

**13.11 Counterparts.** This Agreement may be executed in facsimile and in counterparts.

**13.12 Construction.** The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. County agrees that this Agreement shall not be construed against Contractor as the drafter, and that County has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.





13.13 **Signatures.** Contractor and County each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made in accordance with any applicable laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

**End Exhibit A**



## EXHIBIT B – ACCEPTABLE USE POLICY

### 1. General Terms.

1.1 All Notification Content is County's sole responsibility. County is solely responsible for the integrity and quality of the Notification Content.

1.2 County shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3 County shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4 County will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 County will include, at the beginning of each Notification, its official business or government name. County will include, at the end of each Notification, a telephone number for County.

1.6 County will not send any Notifications to mobile devices owned by a User unless County has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7 County must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Contractor's website includes a link to opt-out.

1.8 County will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 County will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of County or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 County will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.11 In the event the Notification Services include SMS Texts, County may send SMS Texts in text format only.

1.12 County acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the County's equipment, terrain, proximity to buildings, foliage, and weather. County acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 County acknowledges that Contractor may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that County requests that Contractor permit Notifications to go to any such blocked numbers, County shall indemnify and, at Contractor's request, defend Contractor with respect to any claim made by a third party with respect to such Notifications.

### 2. Third Party Terms. County agrees to the terms set forth in documents found at the following links, as applicable:

- (i) Google's Legal Notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html));
- (ii) Google's Acceptable Use Policy (AUP) ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html));
- (iii) Google's Maps Terms ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html))
- (iv) Google's Maps and Earth Enterprise Universal Acceptable Use Policy ([https://enterprise.google.com/maps/terms/universal\\_aup.html](https://enterprise.google.com/maps/terms/universal_aup.html))
- (v) ESRI Terms (<http://www.esri.com/legal>)
- (vi) National Weather Service Disclaimer (<http://www.weather.gov/disclaimer>)
- (vii) Microsoft Services Agreement (<https://www.microsoft.com/en-us/servicesagreement>)
- (viii) Microsoft Translator Privacy Statement (<https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx>)

End Exhibit B



## EXHIBIT C – SERVICE LEVEL AGREEMENT

### 1. Introduction

Contractor's CodeRED® system is a high-speed, high-performance, reliable emergency notification solution (the "CodeRED System").

### 2. System Availability

Maintaining an operational system for customers is Contractor's highest priority. As such, all commercially reasonable efforts will be utilized to provide 99.99% System Availability or greater per quarter<sup>1</sup> for the CodeRED System. The System Availability rate reflects all CodeRED System downtime caused through fault of Contractor, including all unscheduled maintenance and unscheduled outages, but excluding force majeure, Maintenance as described below, and/or downtime due to County errors, including but not limited to data corruption, misuse, negligence, and/or failure to provide necessary information.

### 3. System Performance

Contractor will make the minimum number of notification attempts<sup>2</sup> to the contacts specified by County for County notifications as described in the table below. Contractor will make each of: 1) 250,000 Voice notification attempts; 2) 240,000 Text message notification attempts; and 3) 50,000 Email notification attempts, within any 60 minute period, using the standard configuration listed below.

Mode	Period	Minimum # of notification attempts <sup>i</sup>	Configuration
Voice (telephone)	60 minutes	250,000	30 second message duration
Text message	60 minutes	240,000	140 character
Email	60 minutes	50,000	500 character text email

The CodeRED System can also immediately push notifications directly to the mobile provider network through the CodeRED® Mobile Alert App

### 4. Maintenance

Scheduled maintenance ("Maintenance") is designed to be seamless and not apparent to the County. The CodeRED System utilizes a triple redundant (active/active/active) configuration to provide the highest levels of reliability, security and networking. Contractor may periodically conduct routine Maintenance or implement upgrades to the CodeRED System as needed to maintain System Availability and performance. In the unlikely event Maintenance results in downtime, Contractor will provide commercially reasonable notice in advance.

### 5. County Support

Contractor agrees to provide continuity of service to County at all subscribed service levels. Contractor's dedicated team of experienced, knowledgeable and skilled in-house representatives are available 7 days a week, 24 hours a day and 365 days a year to assist with answering questions and to provide ongoing training and support for the CodeRED System. Our team will also proactively contact the County for weather events or other events of significance.

During Contractor's Normal Business Hours, Contractor's customer support representatives are available by dialing our toll-free number (866-939-0911). After hours support is available by dialing our After-Hours number (800-336-3410).

<sup>1</sup> Using the calendar quarter commencing on January 1<sup>st</sup> of each year.

<sup>2</sup> All broadcast are released from network to appropriate last mile providers to fulfill each element of the notification service. Minimum number does not apply when County utilizes the managed capacity throttle mechanism to improve notification throughput.



## 6. Issue Resolution Standards

Contractor's mission to be Real-Time Ready™ is a personal commitment to our customers and their constituents. Contractor maintains a 24x7 Network Operations Center ("NOC") to monitor and proactively address issues detected within the data centers. In many cases, the NOC will detect issues before any customers are impacted.

The Severity response level Contractor will apply to an incident or request as well as notification time frames may change at any time based on the currently available information. If the Severity of an incident changes, notification procedures, as defined below, will be met according to the newly assigned Severity. While Contractor will always take County urgency into account, Contractor reserves the right to classify the Severity of each incident.

For Severity 1 and 2, Contractor uses internal escalation processes to collect data center management, technical experts and executive management in order to resolve the issue as quickly as possible. Due to the complexity of the system and our dependence on 3<sup>rd</sup> party service providers, Contractor cannot commit to specific resolution times for all incidents regardless of Severity.

### Severity 1

A Severity 1 (S1) incident is declared when:

- 5 or more customer accounts are unable to launch notifications using any media type;
- Weather warnings (if applicable) are unable to be delivered within 20 minutes;
- Contractor personnel are unable to re-launch any customer notifications; or
- Customer data is corrupted, lost and cannot be immediately recovered.

Upon the occurrence of an S1, Contractor's Client Services personnel will contact affected customers within 2 hours with information regarding the incident and actions being taken. An update will be provided at least every 2 hours to affected customers until the incident is resolved. When requested, a written explanation of the incident will be provided within 5 business days of resolution of the incident.

### Severity 2

A Severity 2 (S2) incident is declared when:

- Any customer is unable to send emergency notifications to their target recipients using any media type that is not as a result of confirmed user error;
- 5 or more customer accounts are unable to send non-emergency notifications to their target recipients using any one media type when Contractor is able to re-launch the customer notifications in a timely manner; or
- The system is reporting errors requiring manual intervention which is not part of documented response procedures within the NOC;
- Customer data is impacted and recovered; or
- System response is severely impacting 5 or more customers preventing them from using the system.

Upon the occurrence of an S2, Contractor's Client Services personnel will contact affected customers within 4 hours with information regarding the incident and actions being taken. An update will be provided at least every 4 hours to affected customers until the incident is resolved. When requested, a written explanation of the incident will be provided within 5 business days of resolution of the incident.

While the issue is being addressed, the County may be asked to use alternate procedures or postpone non-critical activities.

### Severity 3

A Severity 3 (S3) incident is declared when:

- Customers are having trouble launching notifications but Contractor personnel are able to launch on their behalf (not including confirmed user error);
- System response is impacting 5 or more customer accounts from using the system normally; or
- The system is reporting errors requiring manual intervention which is part of the documented response procedures within the NOC.





Upon the occurrence of an S3, Contractor's Client Services personnel will contact affected customers within 8 hours with information regarding the incident and actions being taken. An update will be provided every business day to affected customers until the incident is resolved.

While the issue is being addressed, the County may be asked to use alternate procedures or postpone non-critical activities.

#### **Severity 4**

A Severity 4 (S4) incident is declared when:

- Customer account reports an unacceptable experience using the system using typical procedures while still able to launch notifications; or
- Customer account requires assistance with a standard operation requiring support activities beyond Client Services.

Upon the occurrence of an S4, Contractor's Client Services personnel will review the customer account to collect the required information and will respond within 5 business days.

While the issue is being addressed, the customer may be asked to use alternate procedures or postpone non-critical activities.

#### **DEFINED TERMS**

"Availability" is defined as availability of the CodeRED System in conjunction with the ability to send a notification to one or more contact paths per member. Inability to access the CodeRED system due to County issues (including but not limited to County loss of internet connection) shall not constitute an Availability failure.

"Normal Business Hours" are Monday through Friday, 9am to 6pm EST, excluding Holidays. All other time periods are After Hours.

"Emergency" is any notification regarding an incident that includes immediate danger to life and/or property. All other incidents are non-Emergency.

"Holidays" are full days on New Years' Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day. If one of these days falls on a Saturday, the Holiday is observed by Contractor on the preceding Friday; if one of these days falls on a Sunday, the Holiday is observed by Contractor the following Monday.

"Force Majeure" is any reason beyond Contractor or County's reasonable control, including but not limited to any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors which impacts the second party; provided, however, that the foregoing shall not excuse any failure of Contractor to maintain its redundant hosted sites, unless such event impacts all redundant site locations.

**End of Exhibit C**



This Agreement includes the Services Order with Schedule 1 and Exhibits A, B, and C attached hereto (and if applicable the Data Processing Addendum).

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

ONSOLVE, LLC

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

BRAZOS COUNTY, TEXAS

Signed:  \_\_\_\_\_

Printed Name: Duane Peters

Title: County Judge


Date: 9/12/17



Tabulation				
17-048 Emergency Notification System				
October 1, 2017 through September 30, 2018				
	Total Possible Score	Airbus	Civic Plus/Ready	Everbridge
Implementation Plan/Timeline	10	6.73	5.73	
Total Cost	40	5.71	0.00	
Proposed Cost		\$105,087.00	No bid	
System Functionality	30	19.09	15.27	
References	20	17.54	15.38	
Total Points	100	49.07	36.38	

\* Swift Reach was disqualified for not meeting Requirements therefore was not considered

Recommended Award: ECN (Emergency Communications Network)

Approved by Commissioner's Court on this 12<sup>th</sup> day of September, 2017 by  
 holding the position of Brazos County Judge



## References

## RFP 17-048 Emergency Notification System

## Question #

- 1 Customer Support?
- 2 Ease of software use?
- 3 Does company meet your expectations with service that is provided to you?
- 4 Reports - Ease of retrieving and reading reports, etc
- 5 Technical Support Response Time
- 6 How pleased are you with service provided
- 7 Would you refer the vendor to another entity?
- 8 If given the opportunity, will you renew the contract with the vendor?

	Send Word Now				Civic Plus				Swift Reach					E
Q. 1	2.500	2.500	2.500	2.500	2.000	1.500	1.000	2.500	2.000	2.500	2.500	2.500	2.500	2.500
Q. 2	2.500	2.500	2.500	2.500	2.000	2.000	2.000	2.500	2.000	2.500	2.500	2.000	2.000	2.500
Q. 3	2.500	2.500	2.500	2.500	2.500	2.500	1.000	2.500	2.500	2.500	2.500	2.500	2.500	2.500
Q. 4	2.500	2.500	2.500	2.000	2.500	1.500	2.500	2.000	2.000	2.500	2.500	2.000	1.500	2.000
Q. 5	2.500	2.500	2.500	2.500	2.000	1.500	1.000	2.500	2.500	2.500	2.500	2.500	2.500	2.000
Q. 6	2.500	2.500	2.000	2.500	2.000	1.500	1.000	2.000	2.000	2.500	2.500	2.500	2.500	2.500
Q. 7	2.500	2.500	2.500	2.500	2.500	1.666	0.833	2.500	2.500	2.500	2.500	2.500	2.500	2.500
Q. 8	2.500	2.500	2.500	2.500	2.500	2.000	1.000	2.500	2.500	2.500	2.500	2.500	2.500	2.500
Total Pts.	20.000	20.000	19.500	19.500	18.000	14.166	10.333	19.000	18.000	20.000	20.000	19.000	18.000	19.000
Score	19.750				15.375				19.000					



		Airbus DS Communications		CivicReady		Everbridge	
Support	Support Options:						
	Phone	Yes		Yes		Yes	
	Email	Yes		Yes		Yes	
	Web	Yes				Yes	
	Normal Support Availability:	8:00 a.m. - 5:00 p.m. CST Monday - Friday excluding holidays		7:00 a.m. - 7:00 p.m. CST Monday - Friday excluding holidays		24 x 7 x 365	
	Emergency Support	Yes		Yes		Yes	
	Support Cost	Included in subscription		Included in subscription		Included in subscription	
Training	Availability:						
	On-Site	Yes	\$4,200 for 5 attendees; \$500 per Additional \$750/ Session; 1 free session/ year	Yes		Yes	Included
	Web	Yes	\$1,000 for 1st attendee; \$750/ additional				
	Vendor Location	Yes	Included in subscription	Yes		Yes	Included
	On-Line	Yes	subscription				
		Yearly Cost		Yearly Cost		Yearly Cost	
SaaS Pricing- 45,000 Minutes- 1 year		\$39,805.00		\$38,883.00		\$40,375.00	
10,000 Additional Minutes		\$1,000.00		N/A		\$1,250.00	
25,000 Additional Minutes		\$2,250.00		N/A		\$3,125.00	
50,000 Additional Minutes		\$4,000.00		N/A		\$6,259.00	
Unlimited Minutes		\$49,444.00		\$38,883.00		\$47,500.00	
				\$38,883 Year 1	\$35,283 Year 2	\$38,250 x 3 =	
SaaS Pricing- 45,000 Minutes- 3 years		\$35,029.00		\$37,047.15 Year 3		\$38,250.00	\$114,750
10,000 Additional Minutes		\$1,000.00	N/A			\$1,250.00	
25,000 Additional Minutes		\$2,250.00	N/A			\$3,125.00	
50,000 Additional Minutes		\$4,000.00	N/A			\$6,259.00	
		\$43,511 x 3 =		\$38,883 Year 1	\$35,283 Year 2	\$45,000 x 3 =	
Unlimited Minutes		\$43,511.00	\$130,533	\$37,047.15 Year 3	Total = \$111,213.15	\$45,000.00	\$135,000
Implementation Costs						\$8,000.00	



	Airbus DS Communications		CivicReady		Everbridge	
	Cost	Score	Cost	Score	Cost	Score
Pricing Structure #1 - Base Cost with 45,000 minutes for 1 year	\$39,805.00	5.02	No Bid	No Bid	\$40,375.00	4.95
	Cost	Score	Cost	Score	Cost	Score
Pricing Structure #2 - Base Cost with 45,000 minutes for 3 years	\$105,087.00	5.71	No Bid	No Bid	\$114,750.00	5.23
	Cost	Score	Cost	Score	Cost	Score
Pricing Structure #3 - Base Cost with unlimited minutes for 1 year	\$49,444.00	31.11	\$38,883.00	39.55	\$47,500.00	32.38
	Cost	Score	Cost	Score	Cost	Score
Pricing Structure #4 - Base Cost with unlimited minutes for 3 years	\$130,533.00	35.35	\$111,213.15	40.00	\$135,000.00	32.95





Emergency  
Communications  
Network®

® **CodeRED®**

Alert. Inform. Affect Lives.



ORIGINAL

**ECN RESPONSE TO:**

**Brazos County Purchasing Office, TX**

**RFP: Number 17-048**

**TITLE: Emergency Notification System (ENS)**

**DUE: MAY 11, 2017**

**ECN CONTACT:**

**Jim Erickson**

**Regional Sales Manager**

**E: [jerickson@ecnetwork.com](mailto:jerickson@ecnetwork.com)**

**P: (866) 939-0911**





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Emergency Communications Network™

780 W. Granada Boulevard  
Ormond Beach, FL 32174

TEL 866 939 0911  
FAX 386 676 1127  
WEB ecnetwork.com

## Letter of Transmittal

May 11, 2017

Brazos County Purchasing Office  
Brazos County Administration Building  
200 South Texas Ave., Ste. 352  
Bryan, TX 77803

RE: Emergency Notification System (ENS), Brazos County Purchasing Office Request for Proposal (RFP) #17-048

Dear Ms. Jones:

Emergency Communications Network (ECN), is pleased to submit the enclosed proposal to Brazos County Purchasing Office (the County), for an **Emergency Notification System** (ENS).

ECN has been providing high-speed, high-performance, reliable emergency notification solution to organizations such as yours for over 19 years. ECN have the financial resources, engineering capabilities, support structure and knowledge to help the County with the most cost effective and advanced **Emergency Notification System** available.

The critical nature of this project to the safety and security of the citizens of the County increases the need to find the best possible vendor with a focus on implementing the best technology and build long-term partnerships with every agency it works with. ECN's priority is simple – to leverage advanced communication technologies to streamline notification processes during times when critical information needs to be sent to people throughout the County. ECN's mission is singularly aligned with this need and is represented in four unassuming words: **"Alert, Inform, Affect lives."**

ECN's CodeRED solution is currently used throughout Texas by four Councils of Governments, 88 Counties, and over 450 Cities. CodeRED is used for a wide variety of both emergency and non-emergency notifications to the public and internal group callouts. The proposed CodeRED solution offers the County the most comprehensive choice for time-sensitive and flexible alerting. With our extensive presence, both locally and statewide, we have unique insight into the needs and potential emergency scenarios that the County may face.

ECN has no previous or pending litigation or any claims filed against us in the past two (2) years.

ECN has reviewed the County's terms & conditions and have provided our considerations along with (2) SLAs under the heading, "Exhibit A".

This proposal includes advanced features such as Two-way messaging that enables recipients to respond with messages up to 250 characters, and a built in Mobile Strategy. CodeRED's Mobile Strategy will enable County officials to reach out and deliver personalized audio and full text messages directly to its citizens and visitors.

ECN's CodeRED solution is used extensively for both emergency and non-emergency notification and is the most comprehensive choice for time-sensitive critical alerts, AMBER Alerts, and Missing Endangered Person Alerts.

Your primary point of contact regarding this proposal is Jim Erickson, please feel free to reach out for any clarifications.

Respectfully Submitted,

**Jim Erickson | Regional Sales Manager**

Emergency Communications Network

E: jerickson@ecnetwork.com | P: (866) 939-0911 ext. 1330



## References

Reference No. 1	Williamson, TX
Contact Name	Gregory Williams, Deputy Director
Postal Address	911 Tracy Chambers Drive, Georgetown, TX 78626
Email Address	Gregory.williams@wilco.org
Telephone Number	512.864.8268

CONFIDENTIAL REFERENCE

Reference No. 2	Kerr County, TX
Contact Name	W.R. "Rusty" Hierholzer, Sheriff
Postal Address	400 Clearwater Paseo, Kerrville, TX 78028
Email Address	sherrif@co.kerr.tx.us
Telephone Number	Work 830.896.1216 Cell 830.739.5870

CONFIDENTIAL REFERENCE

Reference No. 3	Taylor County, TX
Contact Name	Barbara Boen
Postal Address	P.O. Box 60, Abilene, TX 79604
Email Address	Barbara.boen@abilenetx.com
Telephone Number	325.676.6625

CONFIDENTIAL REFERENCE

Reference No. 4	City of Garland, TX
Contact Name	Dorothy White
Postal Address	200 N. Fifth Street, Garland, TX 75040
Email Address	dwhite@ci.garland.tx.us
Telephone Number	972.205.2879

CONFIDENTIAL REFERENCE

Reference No. 5	City of Denton, TX
Contact Name	Mike Penaluna
Postal Address	9060 Teasley Lane, Denton, TX 76210
Email Address	Michael.penaluna@cityofdenton.com
Telephone Number	940.349.8836

CONFIDENTIAL REFERENCE



## Financial Statements

ECN is a privately-owned company, and does not typically release our audited financial statements. ECN has included the following documents as evidence of our financial stability.

Letter from McGladrey, LLP, which has conducted independent audits of ECN for the last four (4) years, as well as ECN's Dun & Bradstreet report. This information attests to our company's continued financial solvency and stability.

If the County requires additional financial documentation, a representative from the County may speak with our CFO for further details regarding our financial statements.

### Business Information Report

User ID: kiegfried@ecnetwork.com

Report Printed: Wednesday March 30, 2016 11:05 AM

#### Business Summary

Company Name:	EMERGENCY COMMUNICATIONS NETWORK, LLC	D-U-N-S Number:	801237293
Physical Address:	780 W Granada Blvd Ste 200		
Physical City:	Ormond Beach		
Physical State:	FL		
Physical Zip:	32174		
Website:	www.ecnetwork.com		
Telephone:	386 676-0294		
Chief executive:	DAVID DIGIACOMO, PRES		
Management Control:	2015		
Year started:	1999		
Employs:	67 (UNDETERMINED here)		
History:	INCOMPLETE		
SIC:	7379		
Line of business:	Computer related services		

#### Special Events

2015-06-29

On June 29, 2015, sources stated that Veritas Capital Fund Management LLC, New York, NY, has announced that an affiliate of Veritas has acquired Emergency Communications Network LLC (ECN), Ormond Beach, FL, from Riverside Partners LLC dba The Riverside Company, New York, NY, on June 15, 2015. With the acquisition, Emergency Communications Network LLC will now operate as an affiliate of Veritas Capital Fund Management LLC. Terms of the transaction were not disclosed. Further details are unavailable.

Business started 1999. Present control succeeded June 2015.

#### History

The following information was reported: 01/02/16

Officer(s): DAVID DIGIACOMO, PRES

DIRECTOR(S): THE OFFICER(S)

The Florida Secretary of State's business registrations file showed that Emergency Communications Network LLC was registered as a Limited Liability Company on October 3, 2011.

Business started 1999. Present control succeeded June 2015.

Business address has changed from 9 Sunshine Blvd, Ormond Beach, FL 32174 to 780 W Granada Blvd Ste 200, Ormond Beach, FL 32174.

#### CONTROL CHANGE

On June 29, 2015, sources stated that Veritas Capital Fund Management LLC, New York, NY, has announced that an affiliate of Veritas has acquired Emergency Communications Network LLC (ECN), Ormond Beach, FL, from Riverside Partners LLC dba The Riverside Company, New York, NY, on June 15, 2015. With the acquisition, Emergency Communications Network LLC will now operate as an affiliate of Veritas Capital Fund Management LLC. Terms of the transaction were not disclosed. Further details are unavailable.

On November 11, 2011, sources stated that Riverside Partners LLC, New York, NY, has acquired Emergency Communications Network Inc., Ormond Beach, FL, on October 4, 2011. With the acquisition, Emergency Communications Network Inc. will now operate as an affiliate of Riverside Partners LLC. Terms of the transaction were not disclosed. Further details are unavailable.

#### RECENT EVENTS

On September 5, 2014, sources stated that Emergency Communications Network LLC, Ormond Beach, FL, an affiliate of Riverside Partners LLC, New York, NY, has acquired DEAN Alert from PearServe LLC, Ormond Beach, FL, on August 8, 2014. DEAN Alert is a provider of voice, text and email notification services. Terms of the transaction were not disclosed. Further details are unavailable.

On June 18, 2013, sources stated that Emergency Communications Network LLC, Ormond Beach, FL, has acquired the Emergency Notification contracts of Global Connect LLC, Mays Landing, NJ, on June 10, 2013. Terms of the acquisition were not disclosed. Further details are unavailable.

On March 22, 2013, sources stated that Emergency Communications Network LLC, Ormond Beach, FL, has acquired Jacosoft, LLC, Houston, TX, on January 9, 2013. As part of the agreement, ECN acquired all of Jacosoft's intellectual property and technical resources. The deal also included the transition of several staff members to ECN. Further details are unavailable.

DAVID DIGIACOMO. Antecedents are unknown.

#### AFFILIATES

The following are related through common principals, management and/or ownership: Veritas Capital Fund Management, L.L.C., New York, NY. Started '2005'. DUNS #078628925. Operates as a business association, specialized as a investment advisory service.

#### Operations

2016-01-02

Description:

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Provides computer related services, specializing in maintenance services.

Additional Toll Free Number: 866-939-0911.

Terms are on a contractual basis. Sells to hospitals, federal and governmental organizations. Territory : United States.

Employees: 67. UNDETERMINED employed here.

Facilities: Owns 16,300 sq. ft. in 3 story building.

Subsidiaries: This business has multiple subsidiaries, detailed subsidiary information is available in D&Bs linkage or family tree products.

## SIC & NAICS

SIC:

73790100

Computer related maintenance services

NAICS:

541519

Other Computer Related Services

## PAYMENT SUMMARY

The Payment Summary section reflects payment information in Dun & Bradstreet's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	Total Rcv'd (#)	Total Dollar Amts (\$)	Largest High Credit (\$)	Within Terms (%)	Days Slow			
					<31 (%)	31-60 (%)	61-90 (%)	90+ (%)
<b>Top Industries:</b>								
Telephone communictns	3	11,750	10,000	100	-	-	-	-
Public finance	2	35,000	30,000	100	-	-	-	-
Electric services	1	5,000	5,000	100	-	-	-	-
Whol office supplies	1	1,000	1,000	100	-	-	-	-
Data processing svcs	1	500	500	100	-	-	-	-
Lithographic printing	1	100	100	100	-	-	-	-
<b>Other payment categories:</b>								
Cash experiences	3	150	50					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
<b>Placed for collections:</b>								
With Dun & Bradstreet	0	0						
Other	0	N/A						
<b>Total in Dun &amp; Bradstreet's file</b>	<b>12</b>	<b>53,500</b>	<b>30,000</b>					

The highest Now Owes on file is \$5,000

The highest Past Due on file is \$0

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

## PAYMENT DETAILS

Detailed Payment History

Date Reported (mm/yy)	Paying Record	High Credit (\$)	Now Owes (\$)	Past Due (\$)	Selling Terms	Last Sale Within (months)
02/16	Ppt	10,000	0	0		1 mo
	Ppt	5,000	5,000			1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	500	0	N30	1 mo
	Ppt	750	750	0		1 mo
01/16	Ppt	5,000				1 mo
12/15	Ppt	500	0	0		1 mo
	(008)	50			Cash account	2-3 mos
11/15	Ppt	100				1 mo
	(010)	50			Cash account	1 mo
	(011)	50			Cash account	1 mo
08/15	Ppt	30,000				1 mo

Payments Detail Key: ☒ 30 or more days beyond terms

## FINANCE

2016-01-02

On June 29, 2015, sources confirmed business name, address, phone number and operations of this location.

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## Implementation Plan and Project Timeline

ECN has the relevant, industry-specific knowledge needed to ensure a successful implementation. ECN is led by a team of **highly-experienced professionals with decades of combined experience** serving the mass emergency notification industry.

Today, nearly **twenty years later, ECN has grown to become the largest global provider** of integrated communication solutions. Since day one, our mission has remained the same – to serve as a value-add partner to clients, providing the industry’s best user experience and the easiest and most reliable notification solutions available. Through our family of solutions, ECN’s client base represents 25% of all counties across the United States. And we maintain 14 statewide programs, the most in the industry. ECN notification solutions have been battle tested and relied upon during some of the nation’s most recognizable events over the past decade. Our passion and dedication is credited with helping clients successfully recover more than 3,500 missing children and has provided critical alerts throughout emergency events such as Hurricane Matthew, Superstorm Sandy, Winter Storm Juno, The Boston Marathon bombings, and more. Our legacy remains to **alert, inform, and affect lives**.

ECN CodeRED implementation services are included in the cost for the CodeRED solution. Because the CodeRED system is Web-based, implementation is simple. The County will simply sign the service agreement, provide any data to integrate, identify internal users who will receive access permissions, and dedicate 1 -2 hours for training. Please see Preliminary High-Level Implementation Timeline on following page.

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OBJECTIVE 1: Develop Training and Implementation Plan with the Brazos County Project Manager		
Activities	Time Line	Responsible Party
<b>TASK 1.0: Conduct Project Start-Up Activities</b>		
1.1 Signed contract returned	Day one	Brazos County
1.2 ECN portal client set up	Day one	Contract Specialist
1.3 CRM client set up	Day one	ECN Client Support Team
1.4 Dedicated client support team assigned	Day one	ECN Client Support Team
1.5 Send contact information to client support team	Day one	Brazos County
<b>TASK 2.0: Establish CodeRED System For Brazos County</b>		
2.1 The County welcomed / project communication plan established	Day three	ECN Client Support Team
2.2 Set up user accounts	Day three	ECN Client Support Team
2.3 Set up Client Group Notification Enrollment page(s)	Day three	ECN Client Support Team
2.4 Assist with the migration of any supplied data	Day four	ECN Client Support Team
2.5 Verify contact information in data	Day four	ECN Client Support Team
<b>TASK 3.0: Training</b>		
3.1 Schedule series of training sessions for users	Day five	Brazos County / ECN
3.2 Training complete	Day six	ECN Client Support Team
3.3 Local telephone network load testing	Day six	Brazos County / ECN
3.4 Ongoing training opportunities scheduled (optional, voluntary)	Ongoing	Brazos County / ECN
3.5 New features training (as features are added, voluntary)	Ongoing	Brazos County / ECN
3.6 Monthly training (suggested, voluntary)	Ongoing	Brazos County / ECN
<b>System Customization (Optional)</b>		
If applicable, solution customization and creation of development schedule consisting of tasks and milestones with mutually agreed upon dates.		



## ECN Client Support

ECN believes that service plays a critical part in providing a SaaS solution. ECN provides **live, 24/7/365** client services through our in-house team of highly-trained technicians **at no additional charge**. ECN clients have access to a live representative at all times.

ECN will assign a dedicated Point of Contact (POC) and Client Support Team to the County for full support. This team will develop a relationship with you and be available for any assistance required. Brazos County can reach our dedicated support staff at any time via our website, email, or toll-free number.

ECN personnel also monitor major events in order to proactively contact clients in affected areas to offer assistance with sending outbound notifications, serving as an additional resource. Ongoing support is what ECN is best known for in the industry, providing unsurpassed attentiveness to ECN clients.

## ECN Training

ECN prides ourselves on being an extension of your team with a focus on your use of the system easy and streamlined even in difficult situations.

ECN provides bi-weekly webinars, professional insight training, FEMA IPAWS training, online video tutorials, and several user in-person meetings throughout the year. ECN encourages our clients to take advantage of these resources to boost their system knowledge and provide an opportunity to shape new feature releases for the CodeRED system.

ECN offers new user training, ongoing training and refresher courses. In fact, Training can be scheduled in order to fit the needs of the users.

ECN's client support team will train the County on how to initiate alerts, and if the County is unable to ECN client support can imitate the alert for you. These services are especially beneficial to clients during emergency events that call for a quick response time. For example, if a new dispatcher unfamiliar with the system is on duty and a shelter in place alert needs to be activated, the dispatcher can call ECN's client support team and have the call activated within seconds. Other vendors limit these services within their contracts to support as little as five (5) support requests or system activations. During a serious emergency situation, the County cannot afford to rely on these limiting services.

ECN will provide ongoing training opportunities and work with Brazos County to coordinate ongoing onsite and Web-based training to anyone who is interested. Our company will also provide periodic new system features and enhancements and your ECN Client Support Team will be available to discuss customization to ensure CodeRED meets and, as you learn more about its capabilities, exceeds your expectations.

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Training Opportunities	
<b>Live Webinars</b>	ECN includes live Webinar trainings held at a convenient time for your staff. We also offer regular user refresher and subject matter specific trainings for all clients.
<b>Tailored Videos</b>	Tailored, recorded training sessions will also be available, as well as illustrated user manuals.
<b>Conference Workshops</b>	ECN plans to work closely with the County to provide annual training through conference workshops. We will also conduct a CodeRED Users workshop each quarter for clients to optimize their system knowledge, develop emergency notification system plans, and share best practices.



<b>Resource Library</b>	The County will also have access to our online Resource Library which includes software FAQs, video tutorials, and user manuals. This tool is available directly from the CodeRED interface. Authorized users are able to access information and print resources, as desired, to use during future training sessions
<b>IPAWS Training</b>	ECN also provides training on additional subject matter centered on emergency management including IPAWS, improving opt-in rates and message creation controlled exercises.



## ECN PRICING FOR BRAZOS COUNTY

	Total Pricing for 1 Year Contract	Total Pricing for 3 Year Contract
Base cost of SaaS with a minimum of 45,000 minute	\$9,500	\$28,500
• 10,000 Additional Minutes	\$800	\$800
• 25,000 Additional Minutes	\$2,000	\$2,000
• 50,000 Additional Minutes	\$4,000	\$4,000
Base cost of SaaS with Unlimited Minutes	\$39,500	\$118,500

Additional notes:

1. Professional services and customization | \$135/hour.
2. Optional on-site training at | \$1,500/day, plus travel and expenses.
3. Optional simulation testing and promotional all call | \$5,000
4. Number of faxes included | ECN includes (500) pages per month.



## Functional Requirements Worksheet

RFP # 17-048

Exhibit A

### FUNCTIONAL REQUIREMENTS WORKSHEET

#### Response Legend

The following definitions have been provided by Brazos County to assist respondents in their responses.

Proposer must use this legend and enter the appropriate Response Code (digits 0 through 5) from this table on the FR Worksheet to coincide with your ability to meet each stated functional requirement.

Response Code	Definition		
5	Existing	Requirement, as written, will be met by the proposed system. The proposed system is installed and operational at other sites and will be demonstrated to Brazos County. A "5" response to any requirement signifies that the proposed system provides the <u>actual</u> capability to meet the requirement without development. Indirect or implied solutions to meet the requirement should not be coded "5".	
4	Under Development	Requirement will be met by functionality that is an integral part of the proposed system but is currently under development, in Beta test, or not yet released. The functionality will be completely developed and tested and included in the final solution upon system deployment. The cost of this functionality is already included in the proposal.	
3	Additional Tool(s)	Requirement will be met by the use of third party tools that interface with the proposed system, such as a report writer, query language or spreadsheet. The third party tools are identified in the proposal. The cost of the tools and any deployment and integration costs are already included in the proposal.	
2	Alternate	Requirement will not be met in the manner described. The proposed solution meets the intent of the requirement, but does not accomplish it in the same manner as it has been described. When using this answer the respondent should explain in detail how their proposal meets the intent of the requirement using the (reference some sort of supplement or other documentation form here...)	
1	Customization	Requirement will be met by modification to existing software or by new custom software programming. All work shall be performed by the respondent, and any <u>additional costs must be noted</u> .	
0	Not Available	Requirement cannot be provided.	
Req. #	Requirement	Response Code	Comments / Explanation
Architecture			
1	Solution must be delivered as a Software as a Service (SaaS) platform with all maintenance and upgrades being provided by the vendor at no additional cost during the term of the subscription. Specify how many years the solution has been offered as a SaaS product.	5	The CodeRED solution is a fully-hosted Software-as-a-Service platform with no hardware or software installation needed. No additional charges are incurred for maintenance and upgrades of the product for the life of the contract. ECN has been an SaaS product since its inception in 1998.



2	Solution must consist of a multi-tier security infrastructure. Describe how your system meets this requirement.	<p>Client data security is top priority, and as a result, each of our client agreements includes provisions for data protection. The following outlines the three-layer data security model ECN has put in place to ensure client data security and secure the system from unauthorized access: Layer One: Limited Access to Data, Role-based permissions: The CodeRED system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules enabling a user to perform all, some or one of CodeRED's functions, with access to only certain groups within CodeRED. With this functionality, the City has control over which employees have access to the system and to which specific features. Personnel Access: ECN staff has access to client data on a need-to-know basis. This permission is restricted to database specialists tasked with managing data. These employees are thoroughly screened through a series of background checks and references. All employees sign a Confidential Information and Invention Assignment Agreement. Layer Two: Data Encryption in a Secure Infrastructure Secure Servers: ECN's servers are accessed through a secure, 256-bit, SSL key-encrypted website and are safeguarded through multiple tiers of computer-generated pass codes, PINs, and launch codes. Only authorized users will have access to the City's CodeRED system via role-based passcodes. Additionally, the CodeRED solution uses cloud-based systems within our own private network. Physical Site Security</p> <ul style="list-style-type: none"> <li>Secured 24 hours a day, seven days a week.</li> <li>Biometric palm scanners, in conjunction with proximity card readers, control access to the facility and the data center floor.</li> <li>Facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30-day digital video storage.</li> <li>Facilities are equipped with centralized security stations.</li> </ul> <p>Layer Three: Data Backups Triple-Redundant Data Centers: Data is mirrored instantly between the geographically-dispersed data centers within our secure network. Our team also performs regular backups to secondary storage media for even greater recoverability. ECN's triple-redundant data centers have backup capabilities both onsite and offsite. Backups are performed virtually in real-time using snapshot technology and bit-level replication.</p>
3	The SaaS offering must be completely redundant at all levels with no single point of failure. Provide diagrams and describe how your proposed solution meets this requirement. Describe in detail any element presented as part of your redundancy and how it directly supports the system.	<p>The CodeRED solution provides a triple-redundant (ACTIVE-ACTIVE-ACTIVE) configuration with built-in, automatic rollover capabilities. Additionally, our team also performs regular backups to secondary storage media for even greater recoverability. Data is continuously mirrored among all three fully-functional sites. As a result, if one location experiences a service disruption, production functionality is seamlessly rolled to one of the other redundant sites - which becomes the primary location while the original site undergoes maintenance. This dynamic process is transparent to the end user.</p>
4	Solution must not require any hardware or software special permissions to be installed or managed. No add-ons should be required to operate the system.	<p>The CodeRED solution is a fully-hosted SaaS product accessible through all major web browsers.</p>
<b>Availability</b>		
5	Solution must meet a 99.99% system uptime including any planned or unplanned maintenance. Describe how you maintain your uptime guarantee including any maintenance windows.	<p>The CodeRED solution provides a triple-redundant system that virtually eliminates downtime for our clients. If a primary location is experiencing a difficulty that could cause service interruption, production functionality is seamlessly rolled to one of the other redundant sites, which then becomes the new primary location allowing for maintenance to the original site. All of our servers possess equal capacity and functionality, which ensures a seamless transition and full continuity.</p>
6	Solution must have the capability to initiate at least 120,000 local or long-distance voice messages per hour. Vendor must provide a Service Level Agreement that stipulates a minimum number of notifications per hour for voice-based and text-based messages. Provide a copy of the Service Level Agreement for deployment.	<p>The CodeRED solution has the ability to meet and exceed the County's requirements. Local infrastructure will define the maximum throughput. As a standard business practice, ECN takes care to establish realistic expectations based on a client's actual population and local telecom providers call throughput. A large-scale system test will be conducted upon award to determine local infrastructure and establish calling efficiency.</p>
7	Solution must consist of geographically dispersed, Tier 4 data centers that reside in separate FEMA regions. Provide the physical name and location of the data centers that will support our account directly and provide details to support your description with diagrams and dialogue that establishes how the configuration you present applies to this account.	<p>The CodeRED solution will be housed in triple-redundant, private SSAE-16 certified data centers geographically dispersed in each of the three (3) major U.S. power grids: Atlanta, Dallas, and Las Vegas. All facilities are maintained and operated by ECN; no third-party service providers are used. These triple-redundant facilities are connected through our managed private network to ensure high capacity performance -with the ability to operate separately, if needed, for automatic data recovery. This infrastructure exceeds industry standards and ensures the most secure and stable system capabilities.</p>
<b>Data Management</b>		
8	Solution must not require vendor intervention or support to manage message recipient or group information.	<p>The CodeRED solution provides the ability to manage message recipient or group information through use of a spreadsheet import, use of our API, or through our secure FTP site.</p>
9	Solution must allow administrators to manually add, edit, and delete message recipients within the system.	<p>Message recipients can be added manually within the CodeRED solution.</p>
10	Solution must allow administrators to manually upload data files at any frequency through a web-based interface that is capable of securely adding, updating, replacing, and deleting contacts from the system.	<p>The CodeRED solution allows the upload of data files either through the user interface or through the use of our API.</p>
11	Solution must allow automated data file uploads at any frequency (schedule) using a secure methodology such as SFTP.	<p>The CodeRED solution allows the upload of data files through an SFTP site as needed.</p>
12	Solution must allow for programmatically updating data securely at any frequency (schedule) using a RESTful API structure.	<p>The CodeRED solution allows the upload of data through the API as needed.</p>
13	Solution must support the ability to export all, or a subset of, contact data and group assignments into a re-usable industry standard format such as CSV.	<p>The CodeRED solution allows for the export of any or all of the County's contact groups into a CSV file as required.</p>
14	Solution must be able to parse uploads on a record by record basis so any data errors will only impact a single record and not adversely affect the entire upload.	<p>The CodeRED solution allows for updating of individual records without impacting an entire file through import, API, or FTP.</p>
15	Solution must provide robust error handling so that any data errors are logged and tracked for administrators.	<p>The CodeRED solution provides an exception (error) report following import that provides any errors or issues with data that was uploaded.</p>



16	Solution must notify the administrators when a data upload has been started and completed and display the number of records uploaded, number of those uploaded with errors, and number of records not loaded due to a critical data element error a required field not populated.	5	Data uploads and imports can be achieved in many ways. These options include notification of initiation, and completion, including line item exception detail due to data errors as described.
17	Solution must provide a mobile optimized web page where persons may opt-in/out for notifications and manage or augment personal contact data (i.e., self-service portal).	5	The CodeRED solution provides a mobile optimized web page for opt-in and account management of registration for residents.
18	Solution must allow for opt-in data to be updated in real time for broadcasting purposes.	5	The CodeRED solution Community Notification Enrollment Form (CNE) is a web-based opt-in page and the data is automatically geocoded and available for the County as soon as the resident signs up.
19	Solution must support the ability for administrators to customize the information presented to the end user through the portal, including but not limited to contact fields, custom fields, subscriptions, and delivery methods (contact information).	1	Multiple options exist to allow additional customizations for end user information.
20	Solution must allow administrators to set any of the data elements in the portal to required or editable.	1	The CodeRED solution offers a standard solution of common industry fields with options to allow for customization.

21	Solution must allow administrators to customize the page content (i.e., Homepage, FAQ, Overview, etc.) using rich HTML functionalities and banner for custom branding. Administrators should be able to modify this information at any time without vendor's intervention.	5	ECN utilizes best practices for customized page content using the client's native web services for style sheet and customized content.
22	Solution must allow administrators to manually add, edit, and delete groups as well as adding and removing contacts from the groups.	5	The CodeRED solution allows authorized users to manage contact groups manually through the user interface as stated in the requirement.
23	Solution must allow for creating groups based on contact attributes.	5	The CodeRED solution allows contact groups to be created based on a variety of methods. Groups may be created based on the County's needs, by agency, affiliation, etc. The use of tags allows for further modification based on specialization or classification.
24	Solution must have the ability to upload group or other information along with contact information.	5	The CodeRED solution provides the ability to upload contact group information by importing directly into the system via spreadsheet.
25	The solution must allow for data management options in relation to administrator privileges and access controls.	5	The CodeRED solution is a role-based security via a passcode driven system. An authorized user can be assigned access and functionality based on the County's requirements.
26	Solution must have the ability to identify one or more persons as have ownership of a group.	5	The CodeRED solution provides the ability to allow access to contact groups based on user privileges based on the County's needs.
27	Solution must have the ability to restrict visibility of group owners to their groups' member and notification information.	5	The CodeRED solution provides the ability to allow users to only see the information they have permission/access to be based on settings the County determines.
28	Solution must have the ability to allow group owners full control to add or change recipient information and to send notifications to those recipients.	5	The CodeRED solution provides the ability for various types of control for users as administrators that will have full control to manage their own groups.
29	Solution must have the ability to assign multiple administrators complete access to all functions and user data.	5	The CodeRED solution provides the ability to have multiple administrators as the County requires.
30	Client shall retain all ownership and access to any and all data collected/submitted.	5	The County will retain access to any data they supply. Any data collected can be retained based on stipulations within the contract.

#### System Access

31	Solution must be Internet accessible through latest versions of standard web browsers. Provide a list of supported web browsers.	5	The CodeRED solution is a fully-hosted web-based solution that is supported in all major browsers, including Chrome, Internet Explorer, and Mozilla Firefox.
32	All interactions with the solution must be secured using a valid 256-Bit SSL (v3 or higher)/TLS (v1.2 or higher) security certificate which uses at least a 2048-Bit key exchange obtained from an industry leading commercial certificate provider. Please explain your support.	5	ECN's servers are accessed through a secure 256-bit, SSL key-encrypted website. We support TLS v 1.0, 1.1 and 1.2 and our key exchange does meet the 2048-Bit minimum as stated.
33	Solution must support an unlimited number of message senders and administrators who can simultaneously access the system at no additional cost.	5	The CodeRED solution allows for unlimited number authorized users. The County will be able to determine who is an administrator and determine permissions based on its needs.
34	Client administrators must have the ability to manage their own administrators without vendor intervention.	1	The administration portal allows designated users administrative control of their assigned groups or users based upon the local established security policies.
35	Users must be able to create their own user ids and stronger passwords.	1	The CodeRED solution allows the users to create their own credentials. In addition, Active Directory options are also available to maintain local security protocols.
36	Vendor must provide 24x7x365 message initiation assistance with dedicated live operators via a toll-free number.	5	The CodeRED solution provides 24/7/365 trained client support via the toll-free number. The staff is in-house and never outsourced to third parties. Support can be as simple as helping with logging in or even launching a notification for the County in an emergency situation.
37	Solution must support the ability to launch new and template notifications to both individuals and groups, and manage messages from smartphones and tablets via native iOS and Android applications.	5	The CodeRED solution provides the ECN Launcher App as an additional resource for launching notifications from a smartphone or tablet. Pre-saved scenarios or ad hoc notifications may be built directly on the ECN Launcher App and it is available for iOS, Android and Windows devices.
38	The applications must be accessible under poor network/low bandwidth circumstances. Explain how this is achieved.	5	The CodeRED solution is a Software as a Solution (SaaS) web-based application that requires minimal bandwidth to operate or initiate notifications. Additionally, a proprietary application, exists for core functionality or ECN's 24/7/365 Client Support can initiate a notification upon request.
39	The application must support the recording of voice for message content.	5	The ECN Launcher App provides recording directly on the smartphone or tablet using the device's microphone.
40	The application must display character count during message composition.	5	The ECN Launcher App displays character count for message components.
41	The application must support geographic-based notifications.	5	The ECN Launcher App allows for geo-based notifications. Authorized users can choose to draw any shaped polygon they wish, or use a quick radius selection tool, or launch using preset map selections.
42	Solution must have a "quick launch" feature that allows a user to initiate a notification from a single screen after logging in to the system.	5	The CodeRED solution allows for the use of a "quick launch" feature allows users to initiate a notification from a single screen.

#### Message Creation

43	Solution must support the creation of a new notification or template from a single web page to include message creation, devices utilized (to include device sequence), applicable groups, and notification duration.	2	The CodeRED solution can provide the ability create a new notification or template from a single web page. Pre-defined messages or templates may then be modified as necessary, including the components described.
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44	Solution must support the creation of a single message to be delivered to all devices as well as separate content for each device.	5	The CodeRED solution provides the ability to create and use a single message in all message components, or each message component can be modified or changed to fit the device it's being received on.
45	Solution must be able to support voice recordings via web application, telephone, and file upload.	5	The CodeRED solution provides the ability to record the voice recording through our Interactive Voice Recorder (IVR), the ECN launcher app, or by importing a .WAV file.
46	Solution must have the ability to send both a recorded message and a text message in a single notification to all recipients for delivery to appropriate devices.	5	The CodeRED solution allows for all message components to be created and launched as one notification.
47	Solution must have the ability to select a file containing a recorded message for inclusion in the notification.	5	The CodeRED solution allows for the ability of .WAV files to be imported and used for the notification.
48	The solution must have the ability to enter a message in text and have it converted to speech for delivery to appropriate devices.	5	The CodeRED solution utilizes a text-to-speech option that will convert a typed message into a clear voice recording.
49	Solution must have the ability to convert text to speech with, at minimum, English (US) and Spanish (Latin American) pronunciations.	5	The CodeRED solution utilizes translation of text-to-speech as required by the County. Additional languages are available, pricing options may vary based on the number of languages requested.
50	Solution must have the ability to develop pre-scripted messages.	5	The CodeRED solution provides the ability to pre-create an unlimited number of messages within the system for use at a later time.
51	Solution must have the ability to store notification templates, to include pre-scripted messages, applicable groups, device delivery, sequence of devices, and duration of notification.	5	The CodeRED solution provides the ability to pre-create messages, audiences and even complete scenarios as specified. These pre-saved scenarios can be launched as is, or modified prior to launch allowing for flexibility or change in circumstances.
52	Solution must have the ability to modify or edit the notification template prior to broadcast.	5	The CodeRED solution provides the ability to modify the entire scenario, the audience, or the message prior to launching the notification.

#### Message Delivery

53	Solution must have the ability to deliver the message to: • Phone (landline, mobile) • 1-way and 2-way SMS text message (domestic and international) • Email • Pager • Fax • TDD/TTY • EAS/IPAWS	5	Phone - Notifications can be delivered to any voice communications device, including landline, mobile, and VOIP). 1-way & 2-way SMS text message (domestic & international) notifications can be delivered to SMS text via a redundant aggregator system. 2-way messaging is available that allows polling or short answers. Email - Notifications can be delivered to email and may include attachments in a variety of formats. Pager - Notifications can be delivered to pagers. Fax - Notifications can be delivered through fax using a conversion process. TDD/TTY - Notifications can be delivered to TDD/TTY devices. EAS/IPAWS - The CodeRED solution is a fully-compliant IPAWS origination tool operational in all five (5) IPAWS messaging methods, including WEA, EAS, NWEM, Collaborative Operating Group (COG) to COG, and the Public Alerts Feed.
54	Solution must allow for the uploading of multiple IPAWS certificates.	5	The CodeRED solution allows for the multiple IPAWS certificates.

55	Solution must have the ability to deliver the message to digital signage.	5	The CodeRED solution is able to deliver messages to digital signage. Additional information from the digital signage vendor will be needed to respond appropriately.
56	Solution must have the ability to deliver the message via social media.	5	The CodeRED solution provides the ability to post to social media, such as Facebook and Twitter, as part of the notification process. CodeRED extends the ability for client communities to take advantage of the viral nature of social media by enabling citizens to share the content of your outward facing messages through the Social Share feature of the CodeRED Mobile App. By simply tapping on the share button in the Mobile App, they can share your public messages to their network of friends and family.
57	Solution must have the ability to send native SMS text messages in the US or internationally using both SMS over SMPP and SMS over SMTP.	5	ECN can deliver text messages either via SMTP or SMS connections to aggregators in the US and internationally.
58	Solution must have the ability to select a subset of the available device types for delivery of a particular notification.	5	The CodeRED solution allows the message initiator to determine delivery methods when the launch is created.
59	Solution must have the ability to establish device delivery sequencing (e.g., 1) SMS, 2) phone, 3) email).	5	ECN solutions offer a variety of delivery options, including the ability to establish device delivery sequencing.
60	The solution must have the ability for an administrator to set the default order of devices used to notify recipients, but also allow users to override the order if they have appropriate rights to do so.	5	ECN solutions offer a variety of administrative controls including those described.
61	Solution must have the ability to leave a voicemail for unanswered phone deliveries.	5	The CodeRED solution uses patented RealCall® technology to recognize when a call is answered live or by an answering machine. This allows CodeRED to deliver accurate messages in their entirety to answer machines and other voicemail devices without looping or repeating the message.
62	Solution must support delivery throttling settings.	5	The CodeRED solution provides for throttle to be determined based on the County's infrastructure. Options exist to allow the County to self-throttle.
63	Solution must have the ability to define the number of attempts to deliver a message successfully.	5	The CodeRED solution ECN complies. The CodeRED solution provides the ability for a predefined number of re-attempts as required.
64	Solution must allow for message recipients to acknowledge receipt of messages and will continue trying to reach the recipient until receipt is received.	2	The CodeRED solution provides the ability to receive confirmation of a message. As a common industry practice, CodeRED does not create unnecessary traffic or bandwidth usage through continued or excessive delivery attempts.
65	Solution must have the ability to require recipients to enter a PIN to authenticate their identity before a message is delivered.	5	The CodeRED solution provides the Team Builder feature which allows the use of a PIN or code to receive a message.
66	Solution must be able to disable message confirmation when desired for individual notifications.	5	The CodeRED solution provides "message confirmation" as a standard feature that can be used when the message initiator is creating the notification.
67	The solution must have the ability to pre-determine the duration of the notification (i.e., the length of time for which deliveries will be attempted).	5	The CodeRED solution provides "launch expiration" as a standard feature that can be used for any notification to set a pre-determined expiration on any notification launched.
68	Solution must be capable of tracking message deployment and confirmation in real time for all delivery methods including phone, SMS, and email.	5	The CodeRED solution provides real-time statistics as soon as the notification is launched. Statistics are divided into categories for phone, text and email as required.
69	Solution must be able to send a follow up message that targets recipients that confirmed, did not confirm, or responded with a specific response from a previous message. This must be based on real-time confirmation status.	2	This exact functionality is not currently available, but ECN would appreciate the opportunity to further discuss alternative solutions.
70	Solution must have the ability to allow the notification initiator to customize the telephone number displayed (caller ID) for voice notifications and the email addresses for text notifications.	5	The CodeRED solution provides "Custom ANI" as a standard feature, and the email address may be customized at message creation.



71	The solution must have the ability to customize the greeting that precedes a message delivered by voice without intervention of the vendor.	5	The CodeRED solution provides the ability for recording a custom greeting message without vendor intervention.
72	Solution must have the ability to override call-blocking.	5	The CodeRED solution has a fully customizable caller ID number feature that can bypass telephone number call blocking.
73	Solution must be able to stop a message in progress.	5	The CodeRED solution provides "Stop Message" as a standard feature.
74	Solution must have the ability to conduct multiple simultaneous notifications to the same or different recipients.	5	The CodeRED solution provides the ability for multiple notifications to be launched.
75	Solution must have the ability to prioritize multiple simultaneous notifications.	5	The CodeRED solution provides the ability to launch notifications in the priority needed.
76	Solution must have the ability to schedule any type of notification to be sent at a future time and date.	5	The CodeRED solution provides the ability to schedule launches for a future date and time.
77	Solution must have the ability to set up recurring notifications.	5	The CodeRED solution provides the ability for scheduled launches to set as recurring on a daily, weekly, or monthly basis.
78	Solution must be able to provide at 45,000 calling minutes/SMS (text) message units. Vendor shall provide quotes for additional minutes as well as unlimited minutes in the pricing sheet.	5	Please see Pricing.

#### Message Targeting

79	Solution must have the ability to assign a group or multiple groups to a notification.	5	The CodeRED solution provides the ability to create unlimited contact groups within the system. Notifications may be launched to individuals, contact groups or multiple contact groups.
80	Solution must have the ability to assign individual recipients to a notification.	5	The CodeRED solution provides the ability to launch notifications to individuals, as required.
81	Solution must have the ability to assign individual recipients to a notification based on conditional criteria using one or more data fields.	5	The CodeRED solution provides the ability to launch notifications to individuals based on inclusion in a contact group, or by further parsing individuals using tags for special skills, classifications, or other criteria the County requires.
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#### Message Polling

83	Solution must be capable of delivering a question that solicits a scripted response from the recipient. Recipient must be able to answer the question via telephone keypad press, email, and response to SMS message.	5	The CodeRED solution has options that allow responses from recipients. The Team Builder feature allows response through a key press to a phone call. Two-way messaging allows either a yes/no or short answer response (or both) via email and text.
84	Solution must have the ability to customize polling questions without intervention from the vendor.	5	The CodeRED solution provides the ability to customize the question for in the Team Builder or TwoWay Messaging feature when the message initiator is creating the message.
85	The solution must have the ability to request and collect additional numeric information from notification recipients during the polling process (e.g., dates, phone numbers, times, other numeric information)	5	The CodeRED solution provides the ability to allow for a short response that can collect whatever data is necessary during the polling process when using the Two-Way Messaging feature.

#### Geographic (GIS) Based Notification

86	Solution must use existing ESRI GIS data in native format.	5	The CodeRED solution uses Esri as its mapping standard to increase compatibility and accuracy, because it is the governmental standard across the nation.
87	Solution must support current ESRI version. Provide all supported versions of ESRI products.	5	The current version of Esri was updated March 30, 2017. The updates are typically monthly, but they do occasionally release them more frequently.
88	Solution must support the ability to import native ESRI data files without vendor intervention.	5	The CodeRED solution provides the ability for importing shapefiles directly within the user interface.
89	Solution must allow client to link to other map servers at no additional cost.	5	The CodeRED solution has the ability to link to other map servers.
90	Solution must support all notification types as part of geographic notification.	5	The CodeRED solution allows all message components to be included in geographic notifications.
91	Solution must include the ability to search for a geographic location by using a contact name, an address, streets/cross streets, postal code, landmark, and latitude/longitude.	5	The CodeRED solution meets the requirements as stated. In addition, many other search criteria can be utilized to identify a location, contact, or notification status.
92	Search criteria must not be case-sensitive.	5	The CodeRED solution search criteria is not case-sensitive.
93	Search results must be highlighted on the map when the search is completed.	5	The CodeRED solution will designate the search location on the map.

94	Solution must include the ability to select a geographic area using polygons/drawing tools.	5	The CodeRED solution allows the ability to select geographic areas using a variety of shapes, including polygon, rectangle, circle, and free-hand.
95	Solution must include the ability to identify a geographic area defined by an address point, contact location or a landmark, and a radius around specified location.	5	The CodeRED solution allows the ability to create a defined area around a specified address.
96	Solution must display the number of recipients and devices included in the selected area on the map.	5	The CodeRED solution will provide the contact records to be notified in the selected areas as specified.
97	Solution must allow the message initiator to exclude an address from the notification.	5	The CodeRED solution provides "Exclude Address" as a standard feature.
98	Solution must utilize interactive map function that include zoom in/out using zoom buttons, mouse wheel scrolling, and pre-defined zoom levels; and directional movement (panning) using clicking and dragging or directional movement buttons (north, south, east, west).	5	The CodeRED solution provides the ability to use the interactive map functions as described to zoom in/out, pan, or click and drag.
99	Solution must include the ability to create complex polygons.	5	The CodeRED solution provides the ability to create complex polygon utilizing the free-hand tool.
100	Solution must include the ability to create both inclusion and exclusion polygons.	5	The CodeRED solution includes the ability to create inclusion and exclusion polygons.
101	Solution must include the ability to resize, reshape, rotate, and move polygon or selected area after initial drawing or placement.	5	The CodeRED solution includes the ability to edit polygons after they are created to resize, reshape, and move after initial creation. Rotation is not necessary as any point or sub-point on a polygon can be edited for dynamic shape re-creation.
102	Solution must include the ability to set the default base layers without vendor intervention.	5	Mapping base layer can utilize a variety of base sources and a default map saved by each user.
103	Solution must include the ability to view or hide pre-defined map layers.	5	The County will be able to determine whether they view the custom map or not.



104	Solution must have the ability to utilize client-supplied telephone data.	5	The CodeRED solution provides the ability to utilize client-supplied data.
105	Solution must have the ability to utilize contact data as supplied through the self-service portal.	5	The CodeRED solution provides the ability to utilize the opt-in data for residents. It is immediately available when the resident registers.
106	Solution must allow for custom geo-coding services as defined by the client.	5	ECN provides geo-coding services for data within the system as a standard feature. Custom geocoding utilizing client supplied address point and centerline datasets is also provided to increase the accuracy of the geo-coding process.
107	Solution must be able to provide suggested alternate address from which a subscriber can choose should the subscriber-provided address not be geocoded.	2	ECN does not recommend providing an alternate address for subscribers, as close enough is not good enough. Each subscriber has the ability to fine-tune their exact location using a grab and drop pin methodology.
108	Solution must provide the ability for the subscriber to input latitude/longitude coordinates or select from a map.	5	Subscribers are presented with latitude/longitude coordinates for their selection with the ability to adjust as needed.
<b>Reporting</b>			
109	Solution must have the ability to view history of notification results.	5	The CodeRED solution provides the ability to view historical statistics for the life of the contract.
110	Notification broadcast results reports must contain the following information: 1. Name of the notification 2. Date and time of the notification broadcast 3. Name of the person who initiated the broadcast 4. Number of redial attempts requested by initiator 5. Summary statistics including total recipients, total confirming receipt/not confirming receipt, %confirming/not confirming receipt. If a polling notification, a total for each response. 6. Detailed calling information including call-result of each attempt within the broadcast including the addresses and associated phone numbers attempted, the attempt number (if multiple attempts/redials are requested) and the result: 1. Confirmed (with date and time) 2. Busy 3. No answer 4. Voicemail Please note any exceptions to the above.	5	The CodeRED solution provides real-time reports as requested.
111	Solution must have the ability to view notification results either confirmed or nonconfirmed responses or both.	5	The CodeRED statistics page will show the confirmations and non-confirmations on notifications that information was specified.
112	Solution must have the ability to produce ad-hoc reports using all application data, including recipient information, group information, broadcast summary, and broadcast/notification information.	5	The CodeRED solution includes extensive reporting capabilities with three different tiers available, standard reporting, advanced report generator, and a fully customized solution.
113	Solution must have the ability to export all ad-hoc report data in CSV, HTML, or PDF format.	5	The CodeRED solution provides the ability to export reports as described.
114	Solution must store at least six (6) months of historical message data.	5	The CodeRED solution stores historical data for the life of the contract.
115	Solution must include the ability to immediately notify administrators of system use via emails/texts.	5	The CodeRED solution provides an "Always Contact" feature that allows administrators to setup email/text any time a notification is launched.
<b>Customer Service and User Support</b>			
116	Online documentation must be provided and be understandable by non-technical users.	5	The CodeRED solution provides an online resource library of user-friendly training materials, including operating manuals and user guides.
117	Customer service and message initiation assistance must be staffed with live support staff at all times and available 24x7x365 for all calls.	5	The CodeRED solution provides highly trained lived client support staff 24/7/365. No third parties are used.
118	Both initial and follow-up training must be available. Describe available training options.	5	The CodeRED solution provides user training at start up and refresher training, and is conducted by live interactive webinar. In addition, webinars on specific topics and new features are conducted several times a month.
119	Solution must be fully implemented within 30 days of receipt of initial client data. Provide a detailed implementation plan to include major milestones, durations between them, and points of escalation during implementation.	5	The CodeRED solution implementation is a simple process and once the contract is signed the system is available for use. Client support staff would be able to launch emergency notifications if something occurs before training has been completed.
120	Vendor must provide a dedicated implementation contact and a dedicated account manager.	5	The CodeRED solution can provide a dedicated point of contact for the County.
<b>Capacity</b>			
121	Solution telephony must use a combination of dedicated PSTN telephony and ondemand VOIP for enhanced scalability. All PSTN lines must be owned by the vendor to ensure control and capacity.	5	ECN owns and maintains its own infrastructure and uses a variety of telephone delivery methods when disseminating notifications, including dedicated VOIP capacity. ECN has also been approved by the Department of Homeland Security (DHS) for participation in their Telecommunication Service Priority (TSP) program. This program is sponsored by FEMA IPAWS and is reserved for organizations that provide national security and emergency preparedness services, giving federally qualified participants priority for provisioning and repair of their network during emergency situations.
122	Solution vendor must provide a delivery SLA stipulating a minimum of 120,000 voicebased and 240,000 text-based messages per hour. Please outline your minimum SLA.		Per Exhibit C - Service Level Agreement, Minimum of 250,000 Voice (telephone), 60 minute period, 30 second message duration AND 240,000 Text messages, 60 minute period, 140 characters.
123	Solution must allow an administrator to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.	5	ECN has a two tiered approach of matching CodeRED to the local telephony infrastructure capacity. A standard procedure of the CodeRED solution implementation includes setting system dialing speed based on a coordinated, large-scale system-wide test that will test local infrastructure and allow throttle to be set appropriately. Additionally, the client side throttle adjustment feature can be enabled allowing the County to have the ability to manage their system dialing speed as the notification is being setup.



124	Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (ie 50 calls per minute to 555-123-XXXX and 100 calls per minute to 555-999-XXXX)	ECN's CodeRED solution uses dynamic job processing which allows for expedient internal call initiation and the expansive dialing capacity allows for the fastest delivery speeds in the industry. Call throttling based on exchange prefix is no longer valid due to number portability as instituted by the Federal Communications Commission (FCC) nearly two decades ago.
125	Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.	The CodeRED solution allows for adjustment for preferences within the system.
126	Solution vendor must be capable of monitoring delivery performance and automatically increase system capacity on demand to avoid long broadcast delays. Describe how capacity is enhanced and if any additional fees apply.	The CodeRED solution has a 24/7/365 Network Operations Center (NOC) tasked with persistent monitoring of the operational status of ECN infrastructure. The NOC handles system alerts which may indicate a problem has been detected.
127	Clients must experience no downtime impact during capacity enhancements.	ECN utilizes a triple redundant (Active-Active-Active) configuration. Any time enhancements or service disruption occurs, production functionality is seamlessly rolled to one of the other redundant sites. This dynamic process is transparent to the end user.
128	Solution vendor must be capable of simulating system performance tests to match minimum SLA requirements.	ECN provides for a complimentary All Call that allows for testing of the County's infrastructure as well as providing a way to inform residents about CodeRED and how to register. The Client Support Team will work with the County to set-up and implement this test to ensure maximum efficiency. Additional options for simulation testing are available, if required.
129	Performance tests must support real life simulations including, but not limited to, percentage of confirmed calls in the first attempt, and the ability to customize broadcast setting and delivery contact paths. Please explain how your system is performance tested/benchmarked.	ECN allows for real-life testing of both internal and external notifications. These notifications "tests" would include real-time statistical information as with any notification that is launched.
130	Simulation test calls must not be placed to invalid phone numbers.	ECN currently has approximately 61,000 real-life phone numbers in Brazos County that would be available for testing.
131	Solution vendor must disclose simulation test results upon request and under a NonDisclosure Agreement.	ECN would provide the results of the testing and review with the County.
<b>Security</b>		
132	Solution must support a customizable "Acceptable Use" policy for system users.	The CodeRED solution includes standard use policies as dictated by legal requirements and federal guidelines. Many CodeRED clients have implemented a use policy customized to local requirements.
133	Solution must disconnect or force re-authentication of users after a specified period of inactivity.	The CodeRED solution will automatically disconnect users after a ten-minute period of inactivity.
134	Solution must disable or suspend user IDs after a fixed number of unsuccessful logon attempts. If yes, indicate the number of unsuccessful logon attempts required, and describe the process used to re-enable suspended user IDs.	The CodeRED user interface has a defined security parameter. Customization can be achieved with Active Directory to follow agency security protocols.
135	Solution must uniquely identify each user with a username at the platform level (i.e., shared user IDs are not allowed). User IDs and Passwords must NOT be assigned by the vendor at any point.	Active Directory allows local security controls to be extended to the system.
136	Solution must encrypt all user passwords.	The CodeRED solution encrypts passwords.
137	Solution must allow administrator to define password policy, to include password expiration and strength of password.	The CodeRED solution does provide for the use of Active Directory which would allow the County the ability to retain and control standards for user name and password requirements.
138	Solution must support a secure web-based "Forgot ID" and "Forgot Password" functionality to retrieve forgotten login information.	The CodeRED solution provides the use of Active Directory which would allow the County the ability to retain and control security standards for usernames and passwords.
139	Solution must mask passwords on the computer display so they are not visible during the log-in process.	The CodeRED solution masks passwords at login.
140	Solution must support an administrator role that has complete access to all system functionalities, all parent and child organizations (if applicable), and can designate other administrators.	The CodeRED solution is a role-based passcode driven system that allows the County to determine what functionality and access authorized user have.
141	Solution must support a role that has access to all system functionalities, including performing system configurations, but cannot designate other system administrators.	The CodeRED solution provides the ability for authorized users to determine permissions and access based upon the County's requirements.
142	Solution must support a user role able to send messages and view reports. This role can also be limited to specific groups.	The CodeRED solution uses role-based security via a passcode driven system. Users permissions and access are able to be adjusted to allow or restrict to various functions and features within the system.
143	Solution must support a recipient role able to log in and self-maintain their own contact data.	The CodeRED solution provides the ability for a managed account for contact to maintain their contact information.
144	Solution's security roles must support the ability to centrally manage security roles and assignments (parent account to child sub-accounts) and/or allow clients to distribute the management and assignment of security roles to child sub-accounts attached to a parent account. Please explain your support.	The CodeRED solution utilized role-based security via a passcode driven system. Permissions and security may be determined by the County.
145	Solution must support current US privacy laws.	ECN solutions support current US privacy laws.
146	Vendor must have a security officer with appropriate certifications in Enterprise Information Technology Security.	Our Vice President of Security has several certifications including CISSP and CIPIT. She also speaks regularly at security conferences and writes articles for DRJ.
147	Procedures must be in place requiring emergency changes be supported by appropriate documentation (e.g., evidence of management approval). Please describe the process to manage emergency changes, and who has authority to authorize changes.	Depending on the level of change required, the ECN Client Services Representative can make configuration changes once the requesting user is properly authenticated. They can escalate to Tier 2 support and/or the Network Operations Center who can declare an escalation bringing various groups across the company, including executive management, together on an immediate conference call.
148	Vendor access to information and technology must be on a need-to-know, job function basis. Describe what departments or user groups have access to production environments and/or customer data.	ECN staff has access to client information on a need-to-know basis. This access is restricted to fulltime ECN employees based on job function and specialty.
149	Procedures must exist for periodically review of reports or other authorization lists of user access rights.	The CodeRED solution provides reports directly through the user interface and they are available through the life of the contract. Authorized user lists may be obtained when requested.



150	Procedures must exist to manage access associated with employees that are terminated or transferred. Please describe the process used to terminate or transfer an employee, including timeframes for access-related changes and the timeframe between the request for change and systemic activation of the change.	5	The CodeRED solution provides a simple form for adding or deleting users. Most changes can be completed within the same day.
151	Solution must support data encryption at rest.	5	Data at rest is encrypted with AES 256 on the solid-state, self-healing SAN drives.
152	Service Provider must have documented incident-management procedures that address breaches or loss of confidentiality.	5	The CodeRED solution is a high-availability cloud-based SaaS solution available 24/7/365 and fully hosted by ECN in our secure U.S. based data centers. To date, ECN has never experienced a breach of the system. However, we do have procedures in place to mitigate this scenario and would fully involve any appropriate agency personnel through resolution.
153	Service Provider must have documented incident-management procedures that address gathering of evidence and documentation as well as chain of custody protection.	5	Our internal security policies dictate appropriate escalation to the VP of Security, CTO and other executive management as appropriate as well as resources to collect appropriate information for potential security breaches.
154	Malicious code must be filtered at the network perimeter.	5	ECN monitors for malicious code as part of its Intrusion Prevention Systems (IPS).

155	Network or host-based intrusion detection tools must be deployed in Service Provider's environment.	5	ECN uses multiple layers of Intrusion Prevention Systems (IPS) to monitor network traffic for known malicious or suspicious traffic. Intrusion Prevention Systems are very important not only for detecting malicious attacks, but also for catching activity that may precede an attack.
156	Security-event monitoring systems must have current signature files.	5	ECN supports monitoring components and all IDS/IPS and anti-virus receive regular signature updates at a minimum, once per day.
157	Logs must be created to identify use or attempted use, and modification or attempted modification of critical systems components (e.g., files, registry entries, configurations, network and server security settings/parameters, and audit logs).	5	ECN tracks all data center access, requiring personnel to obtain permission and access rights prior to any access, recording all modifications in our tracking log.
158	System configuration/state management tools must be utilized and maintained (e.g., Tripwire, Symantec, ESM). Allocation and use of all accounts with privileged access capabilities must be logged.	5	ECN tracks all data center access, requiring personnel to obtain permission and access rights prior to any access, recording all modifications in our tracking log.
159	Logs must be appropriately secured against unauthorized access. Describe who has access to the logs, any change or deletion permissions that have been granted, and retention periods for the logs.	5	ECN tracks all data center access, requiring personnel to obtain permission and access rights prior to any access, recording all modifications in our tracking log.
160	Access to the server/computer room must be controlled. If yes, describe physical control process (e.g., written authorizations, type of access control system, biometrics, mantrap, re-certification of access, maintenance of access, visitor access, service technician access, business versus non-business hours). Indicate if the access controls include multi-factor authentication (e.g., access badge and PIN). If this is a cage environment, indicate who manages access to the cage.	5	ECN servers are secured within our private, SSAE-16 certified data centers. The following outlines key features of the security measures in place at each site: <ul style="list-style-type: none"> <li>• Secured 24 hours a day, seven days a week.</li> <li>• Biometric palm scanners, in conjunction with proximity card readers, control access to the facility and the data center floor.</li> <li>• Facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30-day digital video storage.</li> <li>• Facilities are equipped with centralized security stations.</li> </ul>
161	Vendor premises must be separated into different control areas such as server / computer room, operation areas, loading / delivery areas and others. Please specify how the access controls are in place in each separate area.	5	Key card and other security devices are provided to each employee, restricting access based on time of day and position. Server rooms are restricted to key personnel only. Customer supplied data is maintained in production data centers only with enhanced security. Cameras and other tracking technologies are employed in sensitive areas.
162	All visitors must be required to sign-in, receive ID badge, and escorted while on premises.	5	Data Center visitor access is managed by each facility. Visitors to ECN cages are managed based upon a restricted list of employees. Any additional access would require approval by ECN. Office environments also have visitor management procedures inclusive of requiring an employee to escort the visitor at all times.
163	Access to the facility must be controlled by the use of a token-based card access control system. If Yes, describe the authorization process for requesting access.	5	New employees are granted limited facility access during their first 90 days, with extended access granted based on manager approval. Access to server rooms or other restricted areas is per approval from the CTO and Director of IT based on parameters set by the VP of Security.
164	All doors and/or windows must be electronically alarmed. If yes, describe the monitoring process including hours of operation and who monitors. (e.g., External company, police department). Indicate if the windows include a safety coating (e.g., bomb film).	5	Each data center has a variety of physical and environmental controls. The details are covered in each data center's AICPA audit report. The office environments include controls inclusive of access doors that are protected by electronic access controls with security monitoring. Windows are hurricane rated.
165	All facilities must be equipped with surveillance camera(s) 24/7/365.	5	ECN facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30day digital video storage.
166	Security cameras must cover inside and outside doors and confidential areas. Controls or safeguards must be in place to prevent unauthorized interception or damage to network, power or telecommunications cabling (e.g., wiring and router closets, etc.).	5	Each data center has a variety of physical and environmental controls. The details are covered in each data center's AICPA audit report. The ECN office environment has inclusive camera coverage for all entrances and hallways. No customer data is housed in the office environment.
167	Service Provider must have a documented process for how system, application, and data backups are performed. Describe routine for backups (full, incremental, differential, continuous, daily, weekly, etc.). Also indicate how you ensure the backup process was successful.	5	ECN has a written backup policy using multiple mechanisms as well as constant data synchronization between distributed data centers. Incremental backups are made each night with full backups quarterly. Alerts are generated if the backup process fails and periodically we restore from backups to an alternate site.
168	All backup media - onsite, offsite, full and/or incremental, must be rendered unreadable at the end of their useful life. If yes, describe the method used to render this media unreadable.	5	If media is to be reused, a process based upon NIST 800-88 is used to ensure the data is not readable. If the media is not to be reused, the physical device is shredded, with certificate of destruction provided.
169	All backup media must be protected from unauthorized access and tampering. If yes, describe how they are protected.	5	Backup media is retained across all three production data centers and is protected as securely as the active data, including encryption at rest.
170	Service Provider must store backup information at an off-site facility and utilize Insured (e.g., bonded) carrier services to transfer information to and from the offsite location.	5	Physical media transfers are not used within ECN. All electronic data transfers use encrypted transmission channels.
171	All backup media containing confidential information must be encrypted and stored in a locked container during transport. Please describe encryption method.	5	Backups are encrypted at rest as well as via the backup utility on each production data center.
172	Service Provider must verify the identity and background of all your staff based on security background checks. If yes, describe the screening activities performed on job applicants (e.g., credit, drug screening, references, and criminal background checks) and provide a copy of the policy and procedure or checklist.	5	ECN staff has access to client data on a need-to-know basis. Background checks are performed on all employees and contractors and are inclusive of employment, education, criminal, and credit checks as well as international terror watch lists.
173	Service provider employees with access to customer information must be prevented from working prior to completion of the background checks. If yes, explain.	5	ECN staff has access to client data on a need-to-know basis. All ECN staff must successfully complete the background check process prior to employment.



174	Service provider employees must sign a non-disclosure or confidentiality agreement.	5	All employees sign a Confidential Information and Invention Assignment Agreement. This agreement requires all information to be held confidential indefinitely. It also allows ECN to pursue action against any current or former employee who breaches these requirements.
175	Service Provider must have a security training and awareness program in place for all employees (new, existing, permanent, temporary or contract staff). If yes, describe the Program and frequency of re-certification or re-education.	5	ECN has a security awareness training program which is required annually for all employees.
Data Transfer of Current Info			
176	Service Provider must have the ability to gather and import the existing signup-list from the County's current vendor into any potential new notification system.	5	ECN will work with the County to import all data into the company platform. ECN prides itself on working with ECN customers to allow the greatest flexibility for data import formats supported.



**Completed and Signed RFP**

ECN complies and authorized signature has been provided on Letter of Transmittal.



## The CodeRED Solution

### Easy, Powerful, and Reliable

The CodeRED solution provides the most intuitive message creation and dissemination process in the industry. Through one simple process, authorized officials from the County will have the ability to disseminate messages through a variety of delivery methods including Landline, VoIP, Cell phone, SMS text, Email, CodeRED Mobile Alert app, IPAWS, Social media networks, and Website widgets, RSS, and more. In addition, notifications can be sent to any combination of individuals and/or groups and sub-groups. Brazos County administrators can group contacts as desired, allowing for query-based notifications, targeting messages by defined criteria or by geographic location.

CodeRED is designed to mitigate any potential downtime. To ensure system availability, ECN employs a triple-redundant (Active-Active-Active) configuration with built-in, automatic rollover capabilities. Additionally, our team also performs regular backups to secondary storage media for even greater recoverability.

Data is continuously mirrored among all three fully-functional sites. As a result, if one location experiences a service disruption, production functionality is seamlessly rolled to one of the other redundant sites—which becomes the primary location while the original site undergoes maintenance. The dynamic process is transparent to the end user.

**EMERGENCY COMMUNICATIONS NETWORK**

has

12

HIGH AVAILABILITY  
FACILITIES  
WORLDWIDE

ECN utilizes its own secure  
**MANAGED PRIVATE NETWORK**








**THE  
FACTS**

The high availability system is redundant in all aspects of its infrastructure with multiple location



CodeRED has outperformed all other notification systems in every head-to-head large scale speed test. **Our team would be happy to run large scale speed tests against any vendor for this proposal process to prove our system's capabilities.** In addition, ECN has been approved by the Department of Homeland (DHS) for participation in their **Telecommunications Service Priority (TSP)** program. **Sponsored by FEMA IPAWS**, ECN received this approval reserved for organizations that provide national security and emergency preparedness services, and giving federally qualified participants priority for provisioning and repair of their network during emergency situations.

While most providers tout sufficient redundancies and certifications, it is crucial that all practices meet and exceed industry standards. ECN certifications are provided.

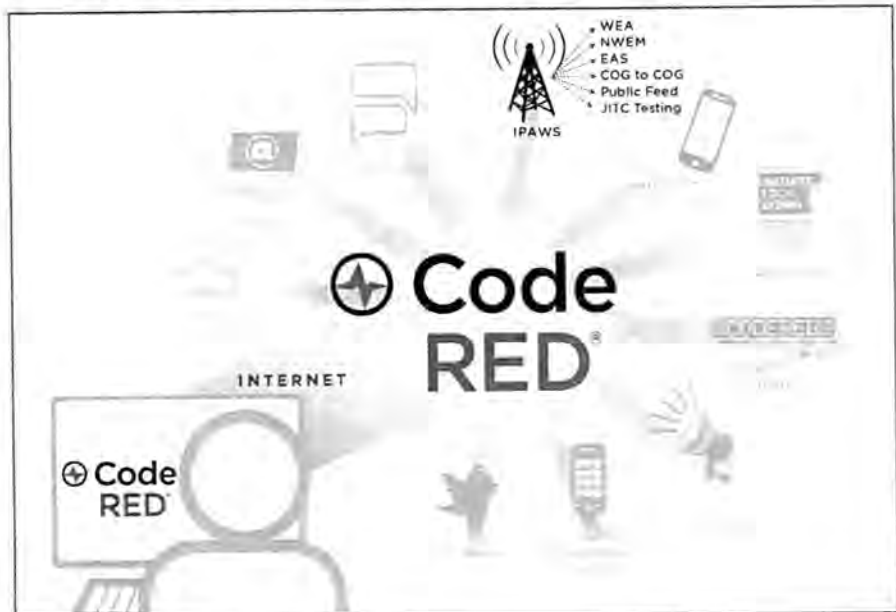
	ECN has been approved by the Department of Homeland Security (DHS) for participation in their Telecommunications Service Priority (TSP) program. Sponsored by FEMA IPAWS, ECN received this approval, which is reserved for organizations that provide national security and emergency preparedness services, giving federally qualified participants priority for provisioning and repair of their network during emergency situations.
	All ECN solutions are housed in triple-redundant private SSAE-16 certified data centers geographically dispersed across each U.S. power grid. The triple-redundant facilities are connected through our managed private network to ensure high capacity performance—with the ability to operate separately, if needed, for automatic data recovery.
	ECN is one of only a few vendors to be an approved IPAWS-OPEN developer, successfully demonstrating IPAWS capabilities within its solutions.
	As a Microsoft Partner, ECN is able to bring an additional level of expertise to our clients with Microsoft-related products.
	ECN's solutions have also been listed on the GSA schedule as an approved vendor for several years, under contract number GS-35F-0253W.



## Integrated Public Alert Warning System (IPAWS)

ECN understands the importance of providing residents effective and life-saving communications during emergency situations. It is important to have access to all possible methods of communication in order to best provide clear and informative communications to residents, businesses, and key stakeholders.

CodeRED is one of the only vendors that provides a fully-compliant IPAWS origination tool operational in all five (5) IPAWS messaging methods, including WEA, EAS, NWEM, Collaborative Operating Group (COG) to COG, and the Public Alerts Feed. Further, our IPAWS origination tool is seamlessly integrated within the system interface. **Users do not need to log in to another program or different interface, saving time and potentially, lives.**



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Currently, approximately 35% of all approved COGs in the United States use the CodeRED IPAWS Tool for their emergency alerting operations, which is a testament to the reliability of our solution. In addition, several states use the CodeRED IPAWS tool for their statewide emergency management plans, including **California, Colorado, Delaware, Kansas, New Hampshire, Rhode Island, South Carolina, and Wyoming.**

**ECN and FEMA** share a unique relationship in regards to IPAWS. ECN participates with FEMA to provide the Joint Interoperability Test Command (JITC) testing capability to our clients. We are one of only a few vendors who coordinate with FEMA to provide this advanced testing capability. Additional highlights of our partnership with FEMA include:

- ECN sponsors **Monthly IPAWS Webinars** that are open to current and prospective clients. FEMA representatives often participate/present in our Webinars to train prospective users, field questions, and present a live test in action.
- **FEMA speakers co-presented with CodeRED** at this year's 2016 National Hurricane Conference.
- **December 19, 2015:** During a live demonstration, FEMA used the CodeRED IPAWS tool to successfully launch test notifications to the development lab (JITC).
- **December 3, 2014:** FEMA IPAWS Director Antwan Johnson provided an IPAWS presentation to the SAFECOM Homeland Security Conference attendees. The CodeRED IPAWS tool was used for his demonstration which illustrated multiple COG to COG messages being transmitted amongst several COGs.
- **November 17-19, 2014:** FEMA Expo at the International Association of Emergency Managers Conference – The CodeRED IPAWS tool was used by FEMA to launch live IPAWS alert to the test lab which also included COG to COG messages being transmitted for the conference attendees that visited the booth.



## Managed Services

ECN offers much more than a standard Software-as-a-Services solution. Other vendors in the industry simply implement their software and leave the client to manage their system, perform self-training, and devise their own methods to initiate resident enrollments. Many vendors' specialties lie in other services (web services, database services, etc.) and merely provide mass notifications as a secondary offering. ECN's core purpose is to provide its clients with a mass notification solution that exceeds all requirements and expectations.

ECN is a full service mass notification solution provider. Unlike other vendors, ECN:

- Provides the client with a dedicated support team
- Assists the client with data integration
- Performs client-specific training, which continues throughout the life of the contract
- Proactively consults on client-related issues that may require immediate attention or assistance (local storms, flooding, large events, etc.)
- Consults with the client on marketing strategies to engage the community and help improve resident enrollments
- Assists in overall database management
- And much more

ECN's Marketing Department and Client Support Team pledge to work with Brazos County to educate users on the benefits and usefulness of CodeRED, allowing the County to optimize its investment of utilizing CodeRED for notifications and alerts throughout the community.

## Advanced Data Management Services

ECN offers vendor-supplied data, which is the most complete, accurate data in the industry. We source our data from the best providers, geocode the data ourselves, complete all updates without requiring client involvement, perform extensive de-duplication processes, integrate all 9-1-1 data (if available) while scrubbing the records, geocode community opt-in entries on-the-fly, and clean all data through our extensive Validata® service. **We invite Brazos County to compare our extensive services to other Offeror's.** Our unparalleled vendor-supplied data and data management services are included in our proposed pricing.

ECN offers comprehensive services to maximize the County's use of the system. ECN-supplied data is significantly more accurate and extensive than standard white page listings. This provides the County with a unique advantage, **"higher and more successful connection rates"** throughout the County.

Information captured through the County's branded Community Notification Enrollment (CNE) page is available **immediately** within the database upon sign-up. ECN's in-house team of highly-trained database administrators will work alongside users of the County's CodeRED system to help import existing contact lists, as well as maintain new registrations. ECN will also integrate and maintain client-supplied data as well as all CNE data. ECN provides our clients with initial geo-coded calling data for immediate use to ensure a quick implementation process. As stated above, data is acquired through various commercial sources and includes residential and business data as well as some mobile phones and VoIP numbers. This data serves as the foundation for each client's database. ECN has included records from our national database in the price of the proposed CodeRED solution.

ECN will run its trademarked Validata process, which recognizes and removes duplicate and inactive records. Your improved and accurate data, will result in more connected calls and less network congestion.



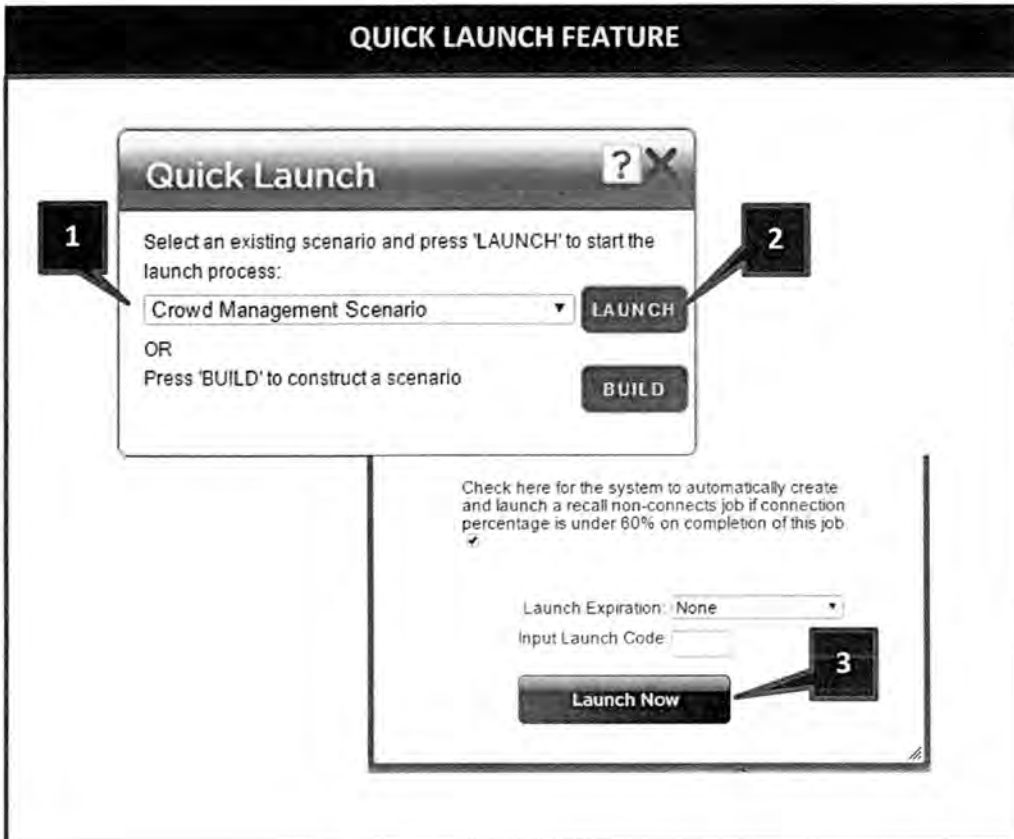
## Ease of Use

The CodeRED system was designed to be easy to use, even under the most strenuous of conditions. For example, expecting use under pressure, ECN built the feature rich interface with a simple **three-step process** to initiate critical communications. Messages may be launched by authorized users via landline, cell phone, or the Internet, from anywhere at any time.

Our Quick Launch feature immediately available on the Dashboard allows users to select from a list of pre-created scenarios, which includes messages and recipients, and sends the alert notification in less than 10 seconds, as described below:

1. Select a scenario from the drop-down menu.
2. Click "LAUNCH"
3. Enter the secure Launch code and select "Launch Now"

Quick Launch also has the ability to create scenarios on the fly by using the "Build" feature.



**QUICK LAUNCH FEATURE**

**Quick Launch** [?] [X]

1 Select an existing scenario and press 'LAUNCH' to start the launch process:

Crowd Management Scenario [v] **LAUNCH** 2

OR

Press 'BUILD' to construct a scenario **BUILD**

Check here for the system to automatically create and launch a recall non-connects job if connection percentage is under 60% on completion of this job ☒

Launch Expiration: None [v]

Input Launch Code: [ ] 3

**Launch Now**

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## Forward-looking Technologies and Enhancements

ECN's commitment to innovation is exemplified by receiving the 2016 CIO Award for IT-Business Innovation. The 29th annual CIO Award program recognizes organizations around the world that exemplify the highest level of operational and strategic excellence in Information Technology (IT).

ECN product managers regularly communicate across our national client base to determine the most advantageous new technologies. As a result of this process, more than 80% of system enhancements come from user requests and feedback. All new features reflect the best practices of agencies across the North America.

ECN also establishes meetings in conjunction with local and regional conferences to confer with agencies across North America. During each conference, participants provide input on system usage and desired features. New features and product roll outs are presented, with hands-on training administered to ensure agency representatives are fully proficient in their use of the system. Client panels are also conducted to glean lessons-learned and best practices.

New developments and system enhancements are based on our continual research into technologies that will optimize system functionality and incorporate new and useful applications for our clients. Enhancements are specifically designed to address the expressed needs of our clients, who play an active role in the product development process. For example, ECN has organized a Client Advisory Board that holds an annual meeting to discuss the latest developments and services. Our most recent user group, held earlier this year, was attended by numerous ECN clients from a variety of agencies.

## 24/7/365 Client Support

Our company believes that "service" plays a critical part in providing a Software-as-a-Service solution. ECN provides live, 24/7/365 client services through our in-house team of highly-trained technicians at **no additional charge**. ECN will assign a dedicated Point of Contact (POC) and Client Support Team to Brazos County for full support. This team will develop a relationship with your department and be available for any assistance required. You can reach your dedicated support staff at any time via our website or toll-free number, a unique feature in the industry. ECN will **never limit** the number of times clients can receive support from our in-house staff of technicians. These unlimited services also include new user training, ongoing training, refresher courses, and true 24/7/365 support. In fact, ECN will assign a designated Point of Contact and a support team to you to be available for any assistance required, at any time.

ECN's client support team can initiate alerts for the County. These services are especially beneficial to clients during emergency events that call for a quick response time. For example, if a new dispatcher unfamiliar with the system is on duty and a shelter in place alert needs to be activated, the dispatcher can call ECN's client support team and have the call activated within seconds. **Other vendors limit these services within their contracts to support as little as five (5) support requests or system activations.** During a serious emergency situation, the County cannot afford to rely on these limiting services.

ECN's Client Support Team goes beyond simply answering support calls; ECN personnel also monitor major events in order to proactively contact clients in affected areas to offer assistance with sending outbound notifications, serving as an additional resource.





## Two Unique Mobile Applications

The CodeRED solution provides for multiple, integrated mobile solutions to enhance the County's and other user's communication initiatives and streamline operations. Our applications include:

### ✓ **ECN Mobile Launcher App**

As the world becomes increasingly mobile, ECN has developed tools to meet the specific needs of our clients. Leveraging the power of our ECN Launcher app, for example, authorized users will be able to send notifications from any iOS, Android, or Windows mobile device, anywhere, anytime.

### ECN MOBILE LAUNCHER

**FEATURES:**

Simple and user-friendly interface



Ability to start and stop message campaigns from any device



Ability to record and save a voice message to be distributed at a later time



Integrated campaign statistics to show completion results



Precise location capabilities with enhanced mapping interface



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The app allows authorized administrators to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map interface, and send ad hoc notifications via all modes of dissemination. The app also provides detailed, real-time statistics to analyze each notification.

### ✓ **Mobile Alert App**

ECN also uniquely offers the CodeRED Mobile Alert app, the most downloaded public safety notification app on the market, which will allow the County to also reach visitors and travelers that are within the area of impact. The CodeRED app is available for free download to any Android, or iOS device.



This free app, which is used by recipients in the community, is distinct from the Mobile Launcher app used by the County's officials to initiate notifications.

Using the software's geo-aware technology, subscribers receive relevant location-based notifications wherever they are located when an alert is issued. This functionality expands the reach of messages sent by CodeRED clients to any visitors entering their jurisdictions while continuing to protect residents whenever they travel outside their local area.

This unique messaging ability is an added benefit to Brazos County and a true system differentiator. An established network of local subscribers will receive County alerts when they are visiting friends or family within your county. The CodeRED Mobile Alert app is critical for Texan counties that use the system to notify traveling out-of-town guests. In addition, the CodeRED Mobile Alert app will protect Brazos County citizens as they travel to their neighboring counties, throughout Texas, and the United States.



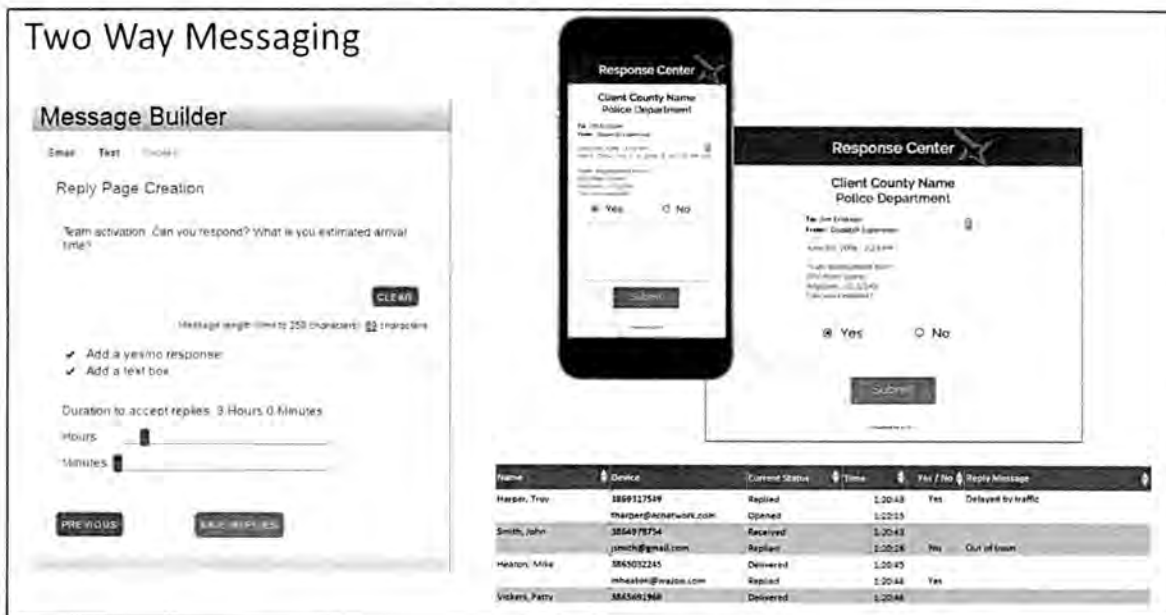
## Two-Way Messaging

The CodeRED solution also offers Two-Way Messaging with enhanced response capabilities beyond those of simple text or email. This feature allows a citizen or employee who receives a notification to provide an enhanced response via text message or email; while the message creator is then able to access the response center, a web-based form, to collect and analyze all responses received.

### Advanced features include:

- ✓ Message receipt and response tracking
- ✓ User initiated expiration limits
- ✓ Confirmation reporting
- ✓ Quick survey
- ✓ File attachment
- ✓ And more





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## Social Media Capabilities

The CodeRED solution will allow users to disseminate messages via Facebook, Twitter, and RSS feeds. ECN understands the County's needs to maximize its efficiency by delivering alerts through a variety of social media platforms.

Through a single mouse click, message recipients will be able to post updates to Twitter and Facebook, ensuring residents receive timely notifications. These platforms can be utilized as additional assets in The County's mass notification toolbox.

All the social media alerts can be activated in conjunction with voice, text, and email alerts. The ability to initiate all social media alerts directly through the CodeRED platform eliminates the extra steps required in competing systems. This process also helps to streamline the work responsibilities for CodeRED users during emergency events.

The **Social Share** feature of the CodeRED Mobile Alert app – the nation's most downloaded public safety notification app – allows individuals to post emergency and community alerts to their personal social media accounts, helping to alert additional family, friends, and followers.

Sharing couldn't be easier. To share a notification to personal social media platforms, a recipient must first have downloaded the free CodeRED Mobile Alert app on any iOS or Android device. As notifications are received, the recipient can select alerts of interest and tap the "share" button on their device. Alerts may be shared to their preferred personal social media platforms (i.e. Twitter, Facebook and LinkedIn) or they can be sent via email or text directly to other individuals.

Family, friends and followers who view the shared content will see:



- ✓ The title of the alert
- ✓ A brief description
- ✓ Attached images or videos
- ✓ A link to view additional details

## Social Share



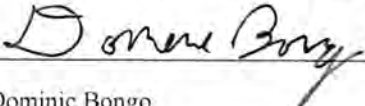
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**N. CERTIFICATION OF PROPOSAL AND NON-DEBARMENT**

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 further affirms that they are duly authorized to execute this Submittal, that this Submittal has not been prepared in collusion with any other Firm, and that the contents of this Submittal have not been communicated to any other Firm prior to the official opening.

SIGNED BY: 

TYPED NAME: Dominic Bongo TITLE: CFO

COMPANY NAME: Emergency Communications Network, LLC.

PHONE: (866) 939-0911

MAILING ADDRESS: 780 West Granada Blvd.

P.O. Box or Street  
Ormond Beach, FL 32174

EMAIL ADDRESS: rfp@ecnetwork.com City TX Zip

VENDOR TAX IDENTIFICATION NUMBER: 45-3191493

**END OF PROPOSAL REQUEST NO. 17-048**

By signing below, Brazos County agrees that this RFP 17-048 will be awarded to the Vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:   
Brazos County Commissioner's Court

Date 9/12/17

Attest:  
Brazos County Clerk 



## ECN EXHIBITS

ECN has included the following exhibits for RFP 17-048. ECN has included these terms as a guide and the terms can be negotiated.

- EXHIBIT A – TERMS
- EXHIBIT B – ACCEPTABLE USE POLICY
- EXHIBIT C – SERVICE LEVEL AGREEMENT
- EXHIBIT D - SERVICE AGREEMENT – STANDARD
- EXHIBIT E - SERVICE AGREEMENT – UNLIMITED



## EXHIBIT A - TERMS

### 1. Certain Definitions.

- 1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2 "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.
- 1.3 "Data Processing Addendum" means a data processing addendum in the form provided by Contractor and executed by the Parties that is applicable to the processing of data under this Agreement.
- 1.4 "Documentation" means any official, applicable documentation that Contractor provides to County (electronic or written, as available in the Notification Services' resource library).
- 1.5 "Emergency" or "Emergencies" means any matter regarding immediate harm to life and/or property.
- 1.6 "EU or Swiss Personal Data" means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.
- 1.7 "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.8 "Initiator" means an individual person or application capable of creating and issuing Notifications through the Services.
- 1.9 "Notifications" means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.
- 1.10 "Notification Content" means all content, data, text, messages and other material contained in a Notification.
- 1.11 "Notification Services" means Contractor's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.
- 1.12 "Recipient" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.
- 1.13 "Representatives" means County's employees and consultants and County's Affiliates and its employees.
- 1.14 "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.15 "Services" means the Notification Services and related services provided by Contractor under this Agreement.
- 1.16 "Services Order" means the order attached hereto.
- 1.17 "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.18 "Subscription Fee" means the fees for access to and use of the Notification Services.
- 1.19 "Subscription Period" means the subscription period specified on the Services Order.
- 1.20 "System" means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.
- 1.21 "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.22 "User(s)" is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

### 2. SCOPE OF THE SERVICES.

- 2.1 **Notification Services.** Subject to the terms of this Agreement, Contractor will provide County with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Contractor's Documentation. Only County and its Representatives may act as Initiators. All use



of the Notification Services through County's account, whether by County or its Representatives or due to County or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and County shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. County may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise, or remove, alter or obscure any product identification, copyright or other notices. County agrees that all communications with Contractor under this Agreement will be with the County only; County will be responsible for all contact with Affiliates covered by this Agreement.

**2.2 Support for the Notification Services.** Contractor will provide to County the technical support, maintenance, and generally available updates for the Notification Services. County shall not contract with or otherwise allow a third party to provide assistance or support for the Notification Services without the prior written consent of Contractor.

**2.3 Service Components.** County shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

**2.4 Audit.** During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

**2.5 Professional Services.** From time to time, County may engage Contractor to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Contractor's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

### **3. FEES AND PAYMENT.**

**3.1 Fees and Expenses.** County shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to County for any on-site work performed under this Agreement. If travel expenses are incurred, Contractor will make reasonable efforts to hold travel costs to a minimum.

**3.2 Payment and Taxes.** Unless otherwise specified on the Services Order, Contractor will invoice County for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed from the date due. All billing and payment will be in United States dollars only. All payments hereunder are exclusive of all taxes, and County agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Contractor's net income.

### **4. TERM AND TERMINATION.**

**4.1 Term.** Unless earlier terminated in accordance with the terms of this Agreement, the initial term of this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order, and thereafter will automatically renew for successive Renewal Terms listed on the Services Order unless either party provides written notice (in accordance with the terms of this Agreement) of termination at least thirty (30) days prior to the end of the Subscription Period or then-current Renewal Term (the Subscription Period and all Renewal Terms, collectively, the "Term"). Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order.



4.2 **Termination.** If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3 **Suspension.** Contractor may suspend the provision of the Notification Services to County under this Agreement: (a) effective immediately upon notice if County breaches any provision under Section 8. (County Restrictions); or (b) if County fails to pay any portion of the Fees within fifteen (15) days after receiving written notice from Contractor that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4 **Effects of Termination.** Upon termination or expiration of this Agreement, (i) Contractor will upon written request of County, erase County data from the production servers controlled by Contractor to provide the Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to seven years after it is transferred to the back-up servers from the production servers, (ii) County will immediately pay to Contractor all amounts due and payable prior to the date of such termination and, except in the event of termination by County due to breach by Contractor, all unpaid Subscription Fees that would become due under the then-current Subscription Period if such termination did not occur, (iii) Contractor shall retain any Subscription Fees paid by County, except in the event of termination by County due to breach by Contractor, wherein Contractor will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order, (iv) County shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Contractor's request, provide a written notice signed by an executive officer authorized to bind County that certifies that County has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.4 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive.

5. **OWNERSHIP.** All rights not expressly granted to County herein are expressly reserved by Contractor. As between the parties, the Notification Services and the System are and will remain exclusive property of Contractor and its licensors. Contractor shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by County. Contractor shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by County, including Users, relating to the Notification Services or System. Users are subject to Contractor's terms of service and privacy policy available on Contractor's website.

6. **SYSTEM MONITORING.** Contractor expressly reserves the right to monitor any and all use of the Notification Services. Contractor may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Contractor shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

#### 7. **CONFIDENTIALITY AND DATA SECURITY.**

7.1 **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Contractor, and any Notification Content shall be deemed to be the Confidential Information of County. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the



confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

**7.2 Data Restrictions. The terms of this Section apply notwithstanding anything else.**

(a) County acknowledges and agrees that Contractor does not require or “pull” any specific data from County, that County controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Contractor has no obligation to monitor the content of any data or content. County shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Contractor and the processing of such data by Contractor through the Notification Services. Upon request of Contractor, County will provide Contractor with documentation to support such consent.

(b) County acknowledges and agrees that (i) Contractor’s System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Contractor only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c) County agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d) County shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless County has executed the Data Processing Addendum with Contractor, and in such case County shall fully comply with the Data Processing Addendum.

(e) County understands and agrees that private citizens and other persons may voluntarily contribute their contact information to Contractor for use in the Notification Services, and that certain individuals may designate that this data be transferred to County (such designated data, the “Resident Data”). Contractor agrees that it will, upon termination of this Agreement and the request of County, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to County at no charge.

**7.3 Hosted Security.** Contractor maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect County data and prevent unauthorized access in accordance with its then-current policies.

**8. COUNTY RESTRICTIONS.** This Section includes pass-through terms from certain Contractor vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to County and as such, Contractor may modify these terms upon thirty (30) days written notice to County if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Contractor’s suppliers which would impact all of Contractor’s customers; thus, in the event that County breaches any of such terms or conditions, Contractor may suspend the provision of the Notification Services if, in Contractor’s reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Contractor’s suppliers.

**8.1 Acceptable Use Policy.** County shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. County shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

**8.2 Liability for Content.** County shall be responsible for, and under no circumstances will Contractor or Contractor’s Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the Notification Content. Further, County is responsible for any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Contractor).

**8.3 Security of Account.** County agrees to maintain all security regarding its (and its Users’) account ID, password, and connectivity with the Notification Services. If County’s account ID or password are stolen, or otherwise compromised County is obligated to immediately change the password and inform Contractor of the compromise.

**9. LIMITED WARRANTY AND DISCLAIMER.** Contractor warrants that: (a) the Notification Services will perform materially in accordance with its Documentation and Exhibit C, attached hereto; and (b) Contractor shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a “Program Error”), Contractor agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Contractor’s option, such Program Error at Contractor’s sole expense, provided such Program Error was not caused due to Customer’s failure to use the Notification Services in accordance with the terms of this Agreement. County agrees to cooperate and work closely with Contractor in a prompt and reasonable



manner in connection with Contractor's correction efforts. County's sole remedy for any breach of warranty under this section will be to have Contractor use its commercially reasonable efforts to cure such breach as provided herein. If Contractor fails to remedy the breach within one (1) month, County may terminate this Agreement and Contractor will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

**10. CHANGES TO THE NOTIFICATION SERVICES.** Contractor may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Contractor shall notify County at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

**11. INDEMNIFICATION.**

**11.1 By Contractor.** Contractor will defend, indemnify, and hold harmless County and its employees (collectively, "County Indemnitees"), from and against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorney's fees) owing to third parties (collectively, "Liabilities") suffered or sustained by a County Indemnitee, or to which a County Indemnitee becomes subject, arising out of or incurred as a result of (a) any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Contractor under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by County), (b) breach of Section 7.3 (Hosted Security) by Contractor; or (c) gross negligence or willful misconduct by Contractor. The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Contractor did not supply, (ii) that are combined with other products, processes or materials where the infringement or misappropriation relates to such combination, unless Contractor expressly authorized such combination, (iii) to the extent that County continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where County's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Contractor believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Contractor may, at its option, (1) procure for County the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Contractor's reasonable efforts, terminate this Agreement and the rights granted herein and refund to County a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Subscription Period, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Contractor's only obligations and liability in connection with infringement by the System or Notification Services.

**11.2 By County.** County will defend, indemnify, and hold harmless Contractor and Contractor's Affiliates, licensors and suppliers (collectively, "Contractor Indemnitees") from and against any and all Liabilities suffered or sustained by a Contractor Indemnitee, or to which a Contractor Indemnitee becomes subject, arising out of or incurred as a result of: (i) any breach of Section 2.1 (Notification Services), Section 7.2 (Data Restrictions) (including the Data Processing Addendum, if applicable) or Section 8 (County Restrictions) by County; (ii) gross negligence or willful misconduct by County; and (iii) County's and its Users' use of the Notification Services or any component thereof, including any Notification Content and any use of the Notification Services to transmit or store any Sensitive Data.

**11.3 Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party without the indemnified party's written consent.

**12. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (COUNTY RESTRICTIONS), (I) NEITHER PARTY



(OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF CONTRACTOR LIABILITY) ANY FEES PAID BY COUNTY TO CONTRACTOR, OR (IN THE CASE OF COUNTY LIABILITY) ANY FEES PAID OR OWED BY COUNTY UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER. EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CONTRACTOR TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) EXCEED THREE TIMES (3X) THE FEES PAID BY COUNTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY COUNTY REFERENCING THE RELEVANT CLAIM HEREUNDER. County understands and agrees that the limitation of liability in this Agreement for Contractor is reasonable and that Contractor would not enter into this Agreement without such limitations.

### 13. GENERAL.

**13.1 Export Compliance.** The Notification Services, System, and other Contractor technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. County represents that it is not named on any U.S. government denied-party list. County will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

**13.2 Force Majeure.** Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided, however, that the foregoing shall not excuse any failure of Contractor to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

**13.3 General.** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

**13.4 Independent Contractors.** County and Contractor are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

**13.5 Notices.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the signature page of this Agreement, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Contractor:	
Contractor:	EMERGENCY COMMUNICATIONS NETWORK, LLC
Attention:	Legal Notices



Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
<b>To County:</b>	
County:	See County Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

13.6 **Publicity.** Contractor may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the parties. During the Term of this Agreement, Contractor may use County's name and logo on the Contractor web site and in Contractor's collateral marketing materials relating to the Notification Services to simply identify County as a purchaser of the Services, provided however, that in the event Contractor's purported use of County's name and/or logo includes more than just basic identification of County, Contractor shall provide County with a copy of such content for approval, such approval not to be unreasonably withheld.

13.7 **U.S. Government End Users.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. County will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.8 **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

13.9 **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

13.10 **Entire Agreement.** This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both parties may modify this Agreement.

13.11 **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

13.12 **Construction.** The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. County agrees that this Agreement shall not be construed against Contractor as the drafter, and that County has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

13.13 **Signatures.** Contractor and County each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made in accordance with any applicable laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

**End Exhibit A**



## EXHIBIT B – ACCEPTABLE USE POLICY

### 1. General Terms.

1.1 All Notification Content is County's sole responsibility. County is solely responsible for the integrity and quality of the Notification Content.

1.2 County shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3 County shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4 County will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 County will include, at the beginning of each Notification, its official business or government name. County will include, at the end of each Notification, a telephone number for County.

1.6 County will not send any Notifications to mobile devices owned by a User unless County has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7 County must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Contractor's website includes a link to opt-out.

1.8 County will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 County will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of County or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 County will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.11 In the event the Notification Services include SMS Texts, County may send SMS Texts in text format only.

1.12 County acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the County's equipment, terrain, proximity to buildings, foliage, and weather. County acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 County acknowledges that Contractor may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that County requests that Contractor permit Notifications to go to any such blocked numbers, County shall indemnify and, at Contractor's request, defend Contractor with respect to any claim made by a third party with respect to such Notifications.

### 2. Third Party Terms. County agrees to the terms set forth in documents found at the following links, as applicable:

- (i) Google's Legal Notices ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html));
- (ii) Google's Acceptable Use Policy (AUP) ([http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html));
- (iii) Google's Maps Terms ([http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html))
- (iv) Google's Maps and Earth Enterprise Universal Acceptable Use Policy ([https://enterprise.google.com/maps/terms/universal\\_aup.html](https://enterprise.google.com/maps/terms/universal_aup.html))
- (v) ESRI Terms (<http://www.esri.com/legal>)
- (vi) National Weather Service Disclaimer (<http://www.weather.gov/disclaimer>)
- (vii) Microsoft Services Agreement (<https://www.microsoft.com/en-us/servicesagreement>)
- (viii) Microsoft Translator Privacy Statement (<https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx>)

**End Exhibit B**



## EXHIBIT C – SERVICE LEVEL AGREEMENT

### 1. Introduction

Contractor's CodeRED® system is a high-speed, high-performance, reliable emergency notification solution (the "CodeRED System").

### 2. System Availability

Maintaining an operational system for customers is Contractor's highest priority. As such, all commercially reasonable efforts will be utilized to provide 99.99% System Availability or greater per quarter<sup>1</sup> for the CodeRED System. The System Availability rate reflects all CodeRED System downtime caused through fault of Contractor, including all unscheduled maintenance and unscheduled outages, but excluding force majeure, Maintenance as described below, and/or downtime due to County errors, including but not limited to data corruption, misuse, negligence, and/or failure to provide necessary information.

### 3. System Performance

Contractor will make the minimum number of notification attempts<sup>2</sup> to the contacts specified by County for County notifications as described in the table below. Contractor will make each of: 1) 250,000 Voice notification attempts; 2) 240,000 Text message notification attempts; and 3) 50,000 Email notification attempts, within any 60 minute period, using the standard configuration listed below.

Mode	Period	Minimum # of notification attempts <sup>1</sup>	Configuration
Voice (telephone)	60 minutes	250,000	30 second message duration
Text message	60 minutes	240,000	140 character
Email	60 minutes	50,000	500 character text email

The CodeRED System can also immediately push notifications directly to the mobile provider network through the CodeRED® Mobile Alert App

### 4. Maintenance

Scheduled maintenance ("Maintenance") is designed to be seamless and not apparent to the County. The CodeRED System utilizes a triple redundant (active/active/active) configuration to provide the highest levels of reliability, security and networking. Contractor may periodically conduct routine Maintenance or implement upgrades to the CodeRED System as needed to maintain System Availability and performance. In the unlikely event Maintenance results in downtime, Contractor will provide commercially reasonable notice in advance.

### 5. County Support

Contractor agrees to provide continuity of service to County at all subscribed service levels. Contractor's dedicated team of

<sup>1</sup> Using the calendar quarter commencing on January 1<sup>st</sup> of each year.

<sup>2</sup> All broadcast are released from network to appropriate last mile providers to fulfill each element of the notification service. Minimum number does not apply when County utilizes the managed capacity throttle mechanism to improve notification throughput.



experienced, knowledgeable and skilled in-house representatives are available 7 days a week, 24 hours a day and 365 days a year to assist with answering questions and to provide ongoing training and support for the CodeRED System. Our team will also proactively contact the County for weather events or other events of significance.

During Contractor's Normal Business Hours, Contractor's customer support representatives are available by dialing our toll-free number (866-939-0911). After hours support is available by dialing our After-Hours number (800-336-3410).

## **6. Issue Resolution Standards**

Contractor's mission to be Real-Time Ready™ is a personal commitment to our customers and their constituents.

Contractor maintains a 24x7 Network Operations Center ("NOC") to monitor and proactively address issues detected within the data centers. In many cases, the NOC will detect issues before any customers are impacted.

The Severity response level Contractor will apply to an incident or request as well as notification time frames may change at any time based on the currently available information. If the Severity of an incident changes, notification procedures, as defined below, will be met according to the newly assigned Severity. While Contractor will always take County urgency into account, Contractor reserves the right to classify the Severity of each incident.

For Severity 1 and 2, Contractor uses internal escalation processes to collect data center management, technical experts and executive management in order to resolve the issue as quickly as possible. Due to the complexity of the system and our dependence on 3<sup>rd</sup> party service providers, Contractor cannot commit to specific resolution times for all incidents regardless of Severity.

### **Severity 1**

A Severity 1 (S1) incident is declared when:

- 5 or more customer accounts are unable to launch notifications using any media type;
- Weather warnings (if applicable) are unable to be delivered within 20 minutes;
- Contractor personnel are unable to re-launch any customer notifications; or
- Customer data is corrupted, lost and cannot be immediately recovered.

Upon the occurrence of an S1, Contractor's Client Services personnel will contact affected customers within 2 hours with information regarding the incident and actions being taken. An update will be provided at least every 2 hours to affected customers until the incident is resolved. When requested, a written explanation of the incident will be provided within 5 business days of resolution of the incident.

### **Severity 2**

A Severity 2 (S2) incident is declared when:

- Any customer is unable to send emergency notifications to their target recipients using any media type that is not as a result of confirmed user error;
- 5 or more customer accounts are unable to send non-emergency notifications to their target recipients using any one media type when Contractor is able to re-launch the customer notifications in a timely manner; or
- The system is reporting errors requiring manual intervention which is not part of documented response procedures within the NOC;
- Customer data is impacted and recovered; or
- System response is severely impacting 5 or more customers preventing them from using the system.

Upon the occurrence of an S2, Contractor's Client Services personnel will contact affected customers within 4 hours with information regarding the incident and actions being taken. An update will be provided at least every 4 hours to affected



customers until the incident is resolved. When requested, a written explanation of the incident will be provided within 5 business days of resolution of the incident.

While the issue is being addressed, the County may be asked to use alternate procedures or postpone non-critical activities.

### **Severity 3**

A Severity 3 (S3) incident is declared when:

- Customers are having trouble launching notifications but Contractor personnel are able to launch on their behalf (not including confirmed user error);
- System response is impacting 5 or more customer accounts from using the system normally; or
- The system is reporting errors requiring manual intervention which is part of the documented response procedures within the NOC.

Upon the occurrence of an S3, Contractor's Client Services personnel will contact affected customers within 8 hours with information regarding the incident and actions being taken. An update will be provided every business day to affected customers until the incident is resolved.

While the issue is being addressed, the County may be asked to use alternate procedures or postpone non-critical activities.

### **Severity 4**

A Severity 4 (S4) incident is declared when:

- Customer account reports an unacceptable experience using the system using typical procedures while still able to launch notifications; or
- Customer account requires assistance with a standard operation requiring support activities beyond Client Services.

Upon the occurrence of an S4, Contractor's Client Services personnel will review the customer account to collect the required information and will respond within 5 business days.

While the issue is being addressed, the customer may be asked to use alternate procedures or postpone non-critical activities.

### **DEFINED TERMS**

"Availability" is defined as availability of the CodeRED System in conjunction with the ability to send a notification to one or more contact paths per member. Inability to access the CodeRED system due to County issues (including but not limited to County loss of internet connection) shall not constitute an Availability failure.

"Normal Business Hours" are Monday through Friday, 9am to 6pm EST, excluding Holidays. All other time periods are After Hours.

"Emergency" is any notification regarding an incident that includes immediate danger to life and/or property. All other incidents are non-Emergency.

"Holidays" are full days on New Years' Day, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day. If one of these days falls on a Saturday, the Holiday is observed by Contractor on the preceding Friday; if one of these days falls on a Sunday, the Holiday is observed by Contractor the following Monday.

"Force Majeure" is any reason beyond Contractor or County's reasonable control, including but not limited to any act of



God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors which impacts the second party; provided, however, that the foregoing shall not excuse any failure of Contractor to maintain its redundant hosted sites, unless such event impacts all redundant site locations.

**End of Exhibit C**

**This Agreement includes the Services Order with Schedule 1 and Exhibits A, B, and C attached hereto (and if applicable the Data Processing Addendum).**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

EMERGENCY COMMUNICATIONS NETWORK, LLC

COUNTY

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## EXHIBIT D - STANDARD SERVICE AGREEMENT

### NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order with Schedule 1 and Exhibits A, B, and C (collectively, the "Exhibits"), attached hereto (collectively, the "Agreement") is made as of **the last date signed below on the Exhibits** (the "Effective Date"). This Agreement sets forth the terms and conditions under which Contractor (as defined below) will provide and County (as defined below) will receive access to the Notification Services (defined in Exhibit A).

#### SERVICES ORDER

<b>Contractor Information:</b> ("Contractor")	<b>Contractor Name:</b> Emergency Communications Network, LLC <b>Entity Type:</b> Limited Liability Company <b>State of Incorporation:</b> Delaware <b>Contractor Address:</b> 780 W. Granada Boulevard Ormond Beach, FL 32174
<b>County Information:</b> ("County")	<b>County Name:</b> Brazos County <b>Entity Type:</b> a body politic and corporate <b>State:</b> Texas
<b>County Business Contact:</b>	<b>Contact/Title:</b> _____ <b>County Address:</b> _____ _____ <b>Phone:</b> _____ <b>Email:</b> _____
<b>County Primary Contact:</b>	<input checked="" type="checkbox"/> Check if contact is the same as the business contact <b>Contact/Title:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____
<b>EU or Swiss Personal Data</b> (defined in Exhibit A)?	<b>Will County transmit any EU or Swiss Personal Data to or through the Notification Services? Check one:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, County must execute and comply with the Data Processing Addendum which will become part of this Agreement.

**Payment Terms:** Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a County purchase order or below, Contractor will send invoices to the County Business Contact address above:

<b>County Invoice Name:</b>	
<b>Attention:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	



Phone:	
Email:	

Preferred method of receiving invoices: ☐ Email ☐ US Mail

Contractor shall initially offer the Notification Services to County at the prices set forth below. The price at which Contractor offers the Notification Services to County is subject to change by Contractor at the end of the Subscription Period set forth below. Updated prices shall be available from Contractor upon request.

**SUBSCRIPTION PERIOD:** XX Year(s)

*If not specified, the Subscription Period will start on the Effective Date and continue through the term specified below.*

**RENEWAL TERM:** XX Year(s)

*If not specified, the length of each Renewal Term shall be equal to the Subscription Period*

Item Description	QTY	Annual Price	Period	Total
<b>Notification Services</b>				
<b>CodeRED® - Standard</b> <b>Includes:</b> <ul style="list-style-type: none"> <li><b>Unlimited</b> Initiators</li> <li>GIS (Target Recipients by Geographic Location): <b>Brazos County, Texas</b> ("Notification Area")</li> <li>Unlimited County Organizations</li> <li>Unlimited Contact Groups</li> <li>Access to Shared Telephony Port Pool</li> <li>Launcher App (iPhone and Android)</li> <li>Community Notification Enrollment Page (self-registration)</li> <li><b>XXX (XXX)</b> Live Web-based Remote Training(s)</li> <li>Unlimited Pre-recorded Web-based Remote Trainings</li> <li>System Maintenance and Notification Services Upgrades</li> <li>System Wide Kick off call</li> <li><b>XXX (XXX)</b> Annual Contractor-Assisted Database Update for County data</li> </ul> <p>It will be the sole responsibility of the County to provide data and request the Contractor -Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).</p> <ul style="list-style-type: none"> <li><b>500</b> Messages for Testing</li> </ul> <p>Messages used for testing are deducted from the Message bank. Provided County supplies Contractor with a credit form (available from Contractor) within 60 days from the date the Messages were used for testing, Contractor will credit the County's Message bank with such Messages. Contractor has the final right, with reasonable discretion, to determine whether the used Messages qualify as testing Messages.</p>	1 Account	\$ XX,XXX	X Year(s)	\$ XX,XXX
Foreign Message Translation ("FMT") for the Languages selected on Schedule 1:  All Notifications must be input in English. Once specified, languages may not be	XXX Languages		Annually	Included



changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Notification Services will receive their selected FMT. Translation is supplied by a third party and is AS-IS. FMT will not be activated unless languages are selected and Schedule 1 is signed.				
<b>CodeRED Weather Warning®</b>  CodeRED Weather Warning® ("CRWW") is an add-on to CodeRED® that includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Messages.			Annually	Included
<b>IPAWS Submission App:</b>  The Integrated Public Alert Warning System ("IPAWS") Submission Application ("IPAWS App") is an add-on to CodeRED® that permits County to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. County-designated Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, County agrees to provide Contractor, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Contractor to demonstrate County's compliance with FEMA. County authorizes Contractor to use and keep such information on Contractor's servers for the purpose of allowing County and Contractor to access, use and test IPAWS through the IPAWS App. County acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Contractor, and is the sole responsibility of FEMA; (b) Contractor shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Contractor shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Messages.			Annually	Included
<b>Banks</b> Messages are not transferable and do not carry over.				
<b>Messages for the Notification Services</b> Messages will be re-set annually to the amount specified.	XXX		Annually	Included
<b>Transaction Fees*</b>				
<b>Additional Messages for the Notification Services</b> In the event Messages are exhausted, Contractor will immediately refill the Messages with a block of X,000 Messages.	1 Message	\$0.XX		As Needed
<b>Additional Features</b> (will not be prorated for any partial year)				
<b>GIS Custom Map</b> (to be provided by County, and hosted by Contractor)  GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	\$XXX		Upon Request
<b>Additional Languages for FMT</b> as selected on Exhibit C: Additional languages are available in groups of (3) three.	3 Languages	\$XXX		Upon Request



<b>Commercial Data</b>  In the event County adds Commercial Data, this fee shall be due upon ROI and added to each future year. Once purchased, the Commercial Data may not be removed absent separate, written agreement. Contractor will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Contractor undergoes periodic accuracy checks using Contractor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Contractor to transfer ownership to County. Accordingly, the Commercial Data shall remain the sole and exclusive property of Contractor or its licensors.		\$XXX		Upon Request
<b>Additional Insured</b>  Includes waiver of subrogation				Included
<b>Non-Recurring Services</b>				
<b>Setup Fee</b> One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	\$XXX		Waived for 60 Days
<b>Additional Live Web-based Remote Trainings</b>  One (1) hour minimum	1 Hour	\$XXX		Upon Request
<b>Onsite Training - US and Canada</b> One (1) trainer, for up to eight (8) hours. County will pay for travel expenses in accordance with Exhibit A	1 Day	\$XXX		Upon Request
<b>Additional Contractor-Assisted Database Updates or Manual Data Entry</b>  One (1) hour minimum.	1 Hour	\$XXX		Upon Request
<b>Professional Services - Requires a SOW</b>				Upon Request
<b>Total:</b>				<b>\$XX,XXX</b>
<b>May be paid in annual installments of:</b>				<b>\$XX,XXX</b>

**\*Transaction Fees:**

- A Message includes System Minutes or SMS Texts.
  - "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
  - "SMS Text" means a short message service text having approximately (140) characters or less (may vary by carrier). SMS Texts are deducted per SMS message. Lengthy notifications that are broken into multiple SMS messages will incur multiple charges.
  - CodeRED® Mobile Alert App and Email Notifications will not be deducted from Messages.



EMERGENCY COMMUNICATIONS NETWORK, LLC

BRAZOS COUNTY, TEXAS

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

### Language Selections:

Selected	Language
<input type="checkbox"/>	Catalan (Catalan)
<input type="checkbox"/>	Chinese (Simplified, PRC)
<input type="checkbox"/>	Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/>	Chinese (Traditional, Taiwan)
<input type="checkbox"/>	Danish (Denmark)
<input type="checkbox"/>	Dutch (Netherlands)
<input type="checkbox"/>	Finnish (Finland)
<input type="checkbox"/>	French (Canada)
<input type="checkbox"/>	French (France)
<input type="checkbox"/>	German (Germany)
<input type="checkbox"/>	Italian (Italy)
<input type="checkbox"/>	Japanese (Japan)
<input type="checkbox"/>	Korean (Korea)
<input type="checkbox"/>	Norwegian, Bokmål (Norway)
<input type="checkbox"/>	Polish (Poland)
<input type="checkbox"/>	Portuguese (Brazil)
<input type="checkbox"/>	Portuguese (Portugal)
<input type="checkbox"/>	Russian (Russia)
<input type="checkbox"/>	Spanish
<input type="checkbox"/>	Spanish (Mexico)
<input type="checkbox"/>	Spanish (Spain, International Sort)
<input type="checkbox"/>	Swedish (Sweden)

BRAZOS COUNTY, TEXAS

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**END SCHEDULE 1**



## Exhibit E – STANDARD SERVICE AGREEMENT UNLIMITED

### NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order with Schedule 1 and Exhibits A, B, and C (collectively, the “Exhibits”), attached hereto (collectively, the “Agreement”) is made as of the last date signed below on the Exhibits (the “Effective Date”). This Agreement sets forth the terms and conditions under which Contractor (as defined below) will provide and County (as defined below) will receive access to the Notification Services (defined in Exhibit A).

#### SERVICES ORDER

<b>Contractor Information:</b> (“Contractor”)	<b>Contractor Name:</b> Emergency Communications Network, LLC <b>Entity Type:</b> Limited Liability Company <b>State of Incorporation:</b> Delaware <b>Contractor Address:</b> 780 W. Granada Boulevard Ormond Beach, FL 32174
<b>County Information:</b> (“County”)	<b>County Name:</b> Brazos County <b>Entity Type:</b> a body politic and corporate <b>State:</b> Texas
<b>County Business Contact:</b>	<b>Contact/Title:</b> _____ <b>County Address:</b> _____ _____ <b>Phone:</b> _____ <b>Email:</b> _____
<b>County Primary Contact:</b>	<input checked="" type="checkbox"/> Check if contact is the same as the business contact <b>Contact/Title:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____
<b>EU or Swiss Personal Data</b> (defined in Exhibit A)?	<b>Will County transmit any EU or Swiss Personal Data to or through the Notification Services? Check one:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, County must execute and comply with the Data Processing Addendum which will become part of this Agreement.

**Payment Terms:** Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless otherwise specified on a County purchase order or below, Contractor will send invoices to the County Business Contact address above:

<b>County Invoice Name:</b>	
<b>Attention:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	



Phone:	
Email:	

Preferred method of receiving invoices: ☐ Email ☐ US Mail

Contractor shall initially offer the Notification Services to County at the prices set forth below. The price at which Contractor offers the Notification Services to County is subject to change by Contractor at the end of the Subscription Period set forth below. Updated prices shall be available from Contractor upon request.

**SUBSCRIPTION PERIOD:** XX Year(s)

*If not specified, the Subscription Period will start on the Effective Date and continue through the term specified below.*

**RENEWAL TERM:** XX Year(s)

*If not specified, the length of each Renewal Term shall be equal to the Subscription Period*

Item Description	QTY	Annual Price	Period	Total
<b>Notification Services</b>				
<b>CodeRED® - UNLIMITED</b> <b>Includes:</b> <ul style="list-style-type: none"> <li>• <b>Unlimited</b> Initiators</li> <li>• Up to <b>XXX</b> Recipients</li> </ul> A deviation <u>above 10%</u> in the number of Recipients shall result in increased pricing at Contractor's then-current rates. <ul style="list-style-type: none"> <li>• GIS (Target Recipients by Geographic Location): <b>Brazos County, Texas</b> ("Notification Area")</li> <li>• Unlimited County Organizations</li> <li>• Unlimited Contact Groups</li> <li>• Access to Shared Telephony Port Pool</li> <li>• Launcher App (iPhone and Android)</li> <li>• Community Notification Enrollment Page (self-registration)</li> <li>• <b>XXX (XXX)</b> Live Web-based Remote Training(s)</li> <li>• Unlimited Pre-recorded Web-based Remote Trainings</li> <li>• System Maintenance and Notification Services Upgrades</li> <li>• System Wide Kick off call</li> <li>• <b>XXX (XXX)</b> Annual Contractor-Assisted Database Update for County data</li> </ul> It will be the sole responsibility of the County to provide data and request the Contractor -Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).	1 Account	\$ XX,XXX	X Year(s)	\$ XX,XXX
Foreign Message Translation ("FMT") for the Languages selected on Schedule 1:  All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Notification Services will receive their selected FMT. Translation is	XXX Languages		Annually	Included



supplied by a third party and is AS-IS. FMT will not be activated unless languages are selected and Schedule 1 is signed.				
<b>CodeRED Weather Warning®</b>  CodeRED Weather Warning® ("CRWW") is an add-on to CodeRED® that includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Messages.			Annually	Included
<b>IPAWS Submission App:</b>  The Integrated Public Alert Warning System ("IPAWS") Submission Application ("IPAWS App") is an add-on to CodeRED® that permits County to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. County-designated Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, County agrees to provide Contractor, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Contractor to demonstrate County's compliance with FEMA. County authorizes Contractor to use and keep such information on Contractor's servers for the purpose of allowing County and Contractor to access, use and test IPAWS through the IPAWS App. County acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Contractor, and is the sole responsibility of FEMA; (b) Contractor shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Contractor shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Messages.			Annually	Included
<b>Banks</b> Messages are not transferable.				
Messages for the Notification Services	Unlimited		Annually	Included
<b>Additional Features</b> (will not be prorated for any partial year)				
GIS Custom Map (to be provided by County, and hosted by Contractor)  GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	\$XXX		Upon Request
Additional Languages for FMT as selected on Exhibit C: Additional languages are available in groups of (3) three.	3 Languages	\$XXX		Upon Request
<b>Commercial Data</b>  In the event County adds Commercial Data, this fee shall be due upon ROI and added to each future year. Once purchased, the Commercial Data may not be removed absent separate, written agreement. Contractor will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Contractor undergoes periodic accuracy checks using		\$XXX		Upon Request



Contractor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Contractor to transfer ownership to County. Accordingly, the Commercial Data shall remain the sole and exclusive property of Contractor or its licensors.				
<b>Additional Insured</b> Includes waiver of subrogation				Included
<b>Non-Recurring Services</b>				
Setup Fee One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	\$XXX		Waived for 60 Days
Additional Live Web-based Remote Trainings One (1) hour minimum	1 Hour	\$XXX		Upon Request
Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. County will pay for travel expenses in accordance with Exhibit A	1 Day	\$XXX		Upon Request
Additional Contractor-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	\$XXX		Upon Request
Professional Services - Requires a SOW				Upon Request
<b>Total:</b>				<b>\$XX,XXX</b>
<b>May be paid in annual installments of:</b>				<b>\$XX,XXX</b>

**\*Transaction Fees:**

- A Message includes System Minutes or SMS Texts.
  - "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
  - "SMS Text" means a short message service text having approximately (140) characters or less (may vary by carrier). SMS Texts are deducted per SMS message. Lengthy notifications that are broken into multiple SMS messages will incur multiple charges.
  - CodeRED® Mobile Alert App and Email Notifications will not be deducted from Messages.
  - Transaction Fee is equal to \$0.09/ Message.



EMERGENCY COMMUNICATIONS NETWORK, LLC

BRAZOS COUNTY, TEXAS

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

### Language Selections:

Selected	Language
<input type="checkbox"/>	Catalan (Catalan)
<input type="checkbox"/>	Chinese (Simplified, PRC)
<input type="checkbox"/>	Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/>	Chinese (Traditional, Taiwan)
<input type="checkbox"/>	Danish (Denmark)
<input type="checkbox"/>	Dutch (Netherlands)
<input type="checkbox"/>	Finnish (Finland)
<input type="checkbox"/>	French (Canada)
<input type="checkbox"/>	French (France)
<input type="checkbox"/>	German (Germany)
<input type="checkbox"/>	Italian (Italy)
<input type="checkbox"/>	Japanese (Japan)
<input type="checkbox"/>	Korean (Korea)
<input type="checkbox"/>	Norwegian, Bokmål (Norway)
<input type="checkbox"/>	Polish (Poland)
<input type="checkbox"/>	Portuguese (Brazil)
<input type="checkbox"/>	Portuguese (Portugal)
<input type="checkbox"/>	Russian (Russia)
<input type="checkbox"/>	Spanish
<input type="checkbox"/>	Spanish (Mexico)
<input type="checkbox"/>	Spanish (Spain, International Sort)
<input type="checkbox"/>	Swedish (Sweden)



BRAZOS COUNTY, TEXAS

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

End Schedule 1



## CONTRACT CONSIDERATIONS

### RFP Page 5, Item E. HOLD HARMLESS

ECN requests the following language be added to item E. Hold Harmless.

Contractor will defend, indemnify, and hold harmless County and its Affiliates (collectively, "County Indemnitees"), from and against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorney's fees) owing to third parties (collectively, "Liabilities") suffered or sustained by a County Indemnitee, or to which a County Indemnitee becomes subject, arising out of or incurred as a result of (a) any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Contractor under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by County; or (b) any gross negligence or willful misconduct by Contractor. The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Contractor did not supply, (ii) that are combined with other products, processes or materials where the infringement or misappropriation relates to such combination, unless Contractor expressly authorized such combination, (iii) to the extent that Customer continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where County's use of the Notification Services or System is not strictly in accordance with this Agreement. In the event Contractor believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Contractor may, at its option, (1) procure for County the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Contractor's reasonable efforts, terminate this Agreement and the rights granted herein and refund to County a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Subscription Period, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Contractor's only obligations and liability in connection with infringement by the System or Notification Services.

### RFP Page 5, Item F. INVOICES & PAYMENTS

CodeRED is a Software as a Service (SAS) and payment for service is due annually up front.

### RFP Page 7, Item FINANCIAL STATEMENTS

As a privately-owned company, ECN does not typically release our audited financial statements. For your review, we have included a letter from McGladrey, LLP, which has conducted independent audits of ECN for the last four (4) years, as well as ECN's Dun & Bradstreet report. This information attests to our company's continued financial solvency and stability.

For further financial documentation, the County can speak with our CFO for further details regarding ECN's financial statements.





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM: No award and permission to re-advertise RFP # 17-285 County Depository Contract.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 09/08/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: No award and permission to re-advertise is due to limited responses received.

**ATTACHMENTS:**

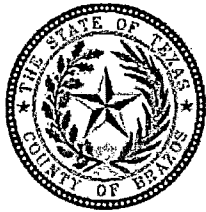
**File Name**

**Description**

**Type**

No Attachments Available





# Brazos County Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803  
PHONE (979) 361-4290 FAX (979) 361-4293

## BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: September 8, 2017

RFP NUMBER: 17-285

TITLE: County Depository

REQUESTING DEPARTMENT: Treasurer's Office

APPROVAL SIGNATURE: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters, County Judge

DATE APPROVED: \_\_\_\_\_

9/12/17





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Award of Contract # 17-305 Tree Removal Services  
TO: Commissioners Court  
FROM: Lani Maness  
DATE: 09/06/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR  
ALTERNATIVES: Award of Contract # 17-305 Tree Removal Services

**ATTACHMENTS:**

**File Name**

[17-305 bid tab tree removal.xls](#)  
[Rios Tree Service bid.pdf](#)

**Description**

17-305 Bid Tabulation  
submitted Bid for Rios Tree Services

**Type**

Backup Material  
Backup Material



**TREE REMOVAL SERVICES  
CONTRACT**

**BRAZOS COUNTY PURCHASING DEPT.**  
200 S. Texas Ave., Ste. 352  
Bryan, Texas 77803  
Telephone (979) 361-4284

IQ Request No. 17-305  
Page 1 of 8 Pages

**GENERAL REQUIREMENT FOR CONTRACT**

I, Anita Rios as a duly authorized representative of Rios Tree Service, Inc  
"Contractor" willingly attest to perform (or deliver) as per **Exhibit "A"** for Brazos  
County. I further agree to all of the provisions and specifications contained in this contract.

**ASSIGNMENT**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management; the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

**AWARD**

Brazos County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

**CONTRACT OBLIGATION**

Brazos County Commissioners Court must award the contract and Brazos County Judge or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are NOT authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**QUANTITIES**

The quantities specified in this contract are estimates only. Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Brazos County and the offeror. Any and all price escalations shall not be accepted and shall be considered a non-response.

**HOLD HARMLESS AGREEMENT**



Contractor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Contractor's liability as may arise directly or indirectly from work performed under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

### **INSPECTIONS & TESTING**

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

### **ADDITION/MODIFICATION OF LOCATIONS OR SERVICES**

Brazos County reserves the right to add locations as these additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the Contractor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

In the event Brazos County wishes to add other locations to a group under the contract, a quotation will be solicited from the incumbent Contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts for services applicable to such location, the portion of this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the Contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

### **INVOICES & PAYMENTS**

Payments to Contractors will not be made if the Contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Contractor.

When multiple deliveries and/or services are required, the Contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The Contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County



Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

### **PRICING**

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

### **TAXES**

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

### **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the Contractor; the terms of this contract shall supersede.

### **GOVERNING LAW**

This bid solicitation is governed by the competitive bidding requirements of Brazos County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176.

This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes.

### **DISQUALIFICATION OF OFFEROR**

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not



communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, if one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a Contractor from submitting multiple bids for different products or services.

#### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

#### **TERMINATION**

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County may terminate the contract without cause upon thirty (30) days written notice.

#### **POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE**

##### **CONTRACTOR'S INSURANCE**

The Contractor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA@ (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the Contractor is covered by the insurance as follows:

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$1,000,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. (TLC Sec. 401.011)



- (2) Commercial General Liability Insurance with a \$ 1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies are acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired. Waiver of subrogation is required.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given to Brazos County.

### **LIMITATIONS**

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

### **COVERAGES/WAGES**

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for Contractor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the Contractor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Contractor.

### **SOVEREIGN IMMUNITY**

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the Contractor in providing services hereunder.

### **NOTICES**

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:



**BRAZOS COUNTY:**  
**Brazos County, Texas**  
**Duane Peters, Brazos County Judge**  
**200 South Texas Avenue, Suite 332**  
**Bryan, Texas 77803**

**CONTRACTOR:**

**Sales Contact Name:**

ANITA RIOS

**Phone Number:**

210-519-7488

**Billing Info:**

232 GUADALUPE BEND BOERNE TX 78006

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**ASSIGNABILITY**

This contract may not be assigned without the prior written permission of Brazos County.

**FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions thereto.

**WAIVERS**

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**ENTIRE CONTRACT**

This contract represents the entire and integrated agreement between Brazos County and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.

**AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the Contractor shall be retained and made available by the Contractor 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 Contractor 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, Contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract.



### **AUDIT RESPONSIBILITY**

The Contractor 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 contract.

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

### **INDEMNIFICATION**


The Contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees.



**CERTIFICATION OF BID AND NON-DEBARMENT**

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 further affirms the non-debarment statement above, that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By:  Title: PRESIDENT

Typed Name: ANITA RIOS


Company Name: RIOS TREE SERVICE INC Phone No. 210-519-7488

Email Address: riostreeservice@att.net

Mailing Address: 232 Guadalupe Bend Boerne TX 78006  
P. O. Box or Street City State Zip

Employer Identification Number: 72-1564655

Social Security Number: 456-27-4500

Approved by Commissioners' Court on this 12<sup>th</sup> day of September 2017 by  
 holding the position of Brazos County  
Judge



**EXHIBIT "A"**  
**IQ 17-305 Tree Removal Services**  
**Contract Term: Date of award – September 30, 2017**

Fill out "Informal Quotes" form and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 17-305, Tree Removal Services". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department by 2:00 p.m., Monday, August 28, 2017 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.

Brazos County is soliciting quotations for tree removal services on 9 trees. All tools implements, personnel, supervision, labor, supplies, equipment, vehicles, and all effort necessary to carry out the services as required for this operation will be provided by the successful bidder.

**SPECIFICATIONS**

1. All workers are required to wear personal protective equipment on the jobsite at all times.
2. Brazos County will mark trees that are to be removed with an orange "X" and number that coincide with the line items in the quote section of this bid.
3. The Contractor will coordinate the date and time of service with the Brazos County Landscape point of contact.
4. Contractor is responsible for any damages caused to private property such as fences, gates or other structures. If an existing structure, fence or gate shows damage, Contractor needs to bring the existing damage to the attention of the job supervisor prior to starting work. All damage caused by Contractor shall be repaired immediately.
5. Contractor shall quote tree removal and debris removal on a cost per tree. Prices quoted will remain firm for the duration of this project and cannot be changed once submitted.
6. There are different species and sizes of trees that may need to be cut down and removed.
7. For trees located in the Boonville Cemetery, trees could be surrounded by headstones, markers and antique fencing all of which are irreplaceable. These trees will need to be cut down without disturbing or damaging any headstones, markers or fencing. In some cases it will be required and will be the responsibility of the Contractor if necessary, to secure branches and cut trees down or trim them in segments. It is the Contractor's responsibility to take caution to not hit any of the headstones, markers and antique fencing.
8. For trees located close to any buildings or fences, Contractor will be responsible for equipment and personnel needed to remove trees. It is the Contractor's responsibility to



take caution to not hit any buildings, windows or fencing. In some cases it will be required and the responsibility of the Contractor if necessary, to secure branches and cut trees down or trim them in segments.

9. A pre-bid site visit is set for August 22, 2017 at 9:00 am at the Boonville Cemetery located at 2421 Boonville Road, Bryan, Texas 77808. This site visit is not required; however, it is highly encouraged that each vendor wanting to bid attend the site visit.
10. All work and services must be completed and invoiced prior to September 30, 2017.

#### **D. INSURANCE REQUIREMENTS**

1. Successful bidder must provide evidence of required insurance prior to award. Full descriptions of insurance requirements are listed in the attached Contract.

#### **E. AWARD**

1. The contract award shall be based on, but not necessarily limited to, the following factors:
  - a) Cost
  - b) Special needs and requirements of Brazos County
  - c) Time needed to complete service
  - d) Contractor's past performance record with Brazos County
2. Although the cost of products to be provided is an essential part of the award, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Contractor considered to be the best value to Brazos County.

#### **F. MISCELLANEOUS**

1. Contractor must sign and agree to all terms and conditions of Brazos County Service Contract attached or quote submission will not be valid.
2. Contractor must submit and post all questions regarding this solicitation on the Brazos Valley Online Bidding System located at [www.brazosbid.cstx.gov](http://www.brazosbid.cstx.gov). Any questions received via email or phone call will not be answered.

#### **G. QUOTES**

1. Fill out section below and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 17-305, Tree Removal Services". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department by 2:00 p.m., Monday, August 28, 2017 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.



**Brazos County will need services for the designated trees below. The sizes listed are estimated and not guaranteed. It is highly recommended that vendors attend the site visit to verify actual sizes of each tree.**

- |   | <u>Size:</u>        | <u>Location:</u>   | <u>Quantity</u> | <u>Type</u> | <u>Price</u>     |
|---|---------------------|--------------------|-----------------|-------------|------------------|
| 1.  | 99"/ 31.5" diameter | Brazos County Expo | 1               | Post Oak    | <u>1200.00</u>   |
| <p>This tree is located along the fence line of Jones Road and Leonard Road. Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.</p>          |                     |                    |                 |             |                  |
| 2.  | 69"/ 21.9" diameter | Boonville Cemetery | 1               | Post Oak    | <u>\$1200.00</u> |
| <p>Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.</p>  |                     |                    |                 |             |                  |
| 3.  | 46"/ 14.6" diameter | Boonville Cemetery | 1               | Post Oak    | <u>\$1200.00</u> |
| <p>Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.</p>  |                     |                    |                 |             |                  |
| 4.  | 76"/ 34.2" diameter | Boonville Cemetery | 1               | Cedar       | <u>\$1200.00</u> |
| <p>This tree is located in a sensitive area surrounded by headstones in the cemetery. Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.</p> |                     |                    |                 |             |                  |
| 5.  | 39"/ 12.4" diameter | Boonville Cemetery | 1               | Elm         | <u>\$1200.00</u> |
| <p>This tree is located along the fence line in the cemetery. Contractor will cut tree to approximately waist high so that the stump can be seen for safety reasons. Disposal/removal of the cut portion of the tree, branches and debris from property is required.</p>  |                     |                    |                 |             |                  |



6. Not known Boonville Cemetery 1 Post Oak \$1200.00

This tree is an old post oak and it has uprooted itself and it lying on the ground. Contractor will grind all limbs and protruding roots (if any) and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required. Attendance at the designated site visit to verify size and measurements of tree is highly encouraged.

7. 89" / 28" diameter Boonville Cemetery 1 Post Oak \$1200.00

Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.

8. 95" / 30" diameter Boonville Cemetery 1 Post Oak \$1200.00

Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.

9. 81" / 25" diameter Boonville Cemetery 1 Post Oak \$1200.00

Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground. Disposal/removal of entire tree and branches and debris from property is required.

Please indicate the length of time for services to be completed once a purchase order has been received 15-30 working days



The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Furthermore, the bidder affirms that they are willing and capable of performing the services entailed in this bid or providing the goods described in this bid, and agrees to do so for the term of this contract. The bidder also agrees to all of the terms and a condition contained in this document and agrees to be held to them for the term of this contract.

Name of Company: Rios Tree Service Inc

Tax ID #: 72-1564655

Address: 2320 Guadalupe Bend Boerne TX 78006

Email: riostreeservice@att.net

Telephone #: 210-519-7488

Printed Name: Anita Rios

Signature of Authorized Representative: Anita Rios





# Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352  
PHONE (979) 361-4290

BRYAN, TX 77803  
FAX (979) 361-4293

## Addendum #1 to 17-305 Tree Removal Services

**Issued:** August 23, 2017  
**Changes:** Additional information; correction  
**Reasons:** Vendor question and site visit discussion

1. Exhibit A, page 2 of 5, Specifications – Please add #11 to read:  
Working hours will be Monday – Friday 6:30 am till 5:00 pm. Contact person will meet you at designated time and awarded vendor will be responsible for shutting gates at cemetery. No weekend work will be allowed.
2. Exhibit A, page 3 of 5, #4, Please remove the following: Contractor will grind all limbs and protruding roots, as well as grind all stumps to a depth of 12" below the ground level and backfill any resulting holes to level off the surrounding ground.

Please replace with: Contractor will grind all limbs and cut tree to the lowest level possible without disturbing the sensitive area surrounding the tree and the antique fencing.

Final reading of #4 will be: This tree is located in a sensitive area surrounded by headstones in the cemetery. Contractor will grind all limbs and cut tree to the lowest level possible without disturbing the sensitive area surrounding the tree and the antique fencing. Disposal/removal of entire tree and branches and debris from property is required.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

**Acknowledgement of Addendum:**

**Signature:**

**Printed Name:**

*Anita Rios President*  
\_\_\_\_\_  
*Anita Rios President*





# Brazos County Purchasing Department

---

200 SOUTH TEXAS AVE SUITE 352  
PHONE (979) 361-4290

BRYAN, TX 77803  
FAX (979) 361-4293

## Addendum #2 to 17-305 Tree Removal Services

---

**Issued:** August 27, 2017  
**Changes:** Extension of Submission Deadline  
**Reasons:** Weather related closure

The County is closed due to bad weather on Monday, August 28. As a result, the bid submission deadline is extended to Wednesday, August 30.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

**Acknowledgement of Addendum:**

**Signature:** *Anita Rios - President*  
**Printed Name:** Anita Rios





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>SIG/BRIDIE &amp; ASSOCIATES</b> 305 EAST CALIFORNIA STREET, SUITE A GAINESVILLE, TX 76240 940-668-0436	<b>CONTACT NAME:</b> DAVID P. REED	
	<b>PHONE (A/C, No, Ext):</b> 940-668-0436 <b>FAX (A/C, No):</b> 940-668-0469	
<b>INSURED</b> <b>RIOS TREE SERVICE, INC</b> 232 GUADALUPE BEND BOERNE, TX 78006	<b>E-MAIL ADDRESS:</b> DAVID.REED@SIG4YOU.COM	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> UNITED FIRE GROUP	
	<b>INSURER B:</b> UNITED FIRE GROUP	
	<b>INSURER C:</b>	
	<b>INSURER D:</b> UNITED FIRE GROUP	
<b>INSURER E:</b> TEXAS MUTUAL		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		60461911	06/15/2015	06/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		60461911	06/15/2015	06/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		60461911	06/15/2015	06/15/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	0001113191	02/01/2015	02/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*MUST CONTACT AGENT TO BE LISTED AS CERTIFICATE HOLDER\*\*\*

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>SIG/BRIDIE &amp; ASSOCIATES</b> 305 EAST CALIFORNIA STREET, SUITE A GAINESVILLE, TX 76240 940-668-0436	CONTACT NAME: <b>DAVID P. REED</b>	
	PHONE (A/C, No, Ext): <b>940-668-0436</b> FAX (A/C, No): <b>940-668-0469</b>	
INSURED <b>RIOS TREE SERVICE, INC</b> 232 GUADALUPE BEND BOERNE, TX 78006	E-MAIL ADDRESS: <b>DAVID.REED@SIG4YOU.COM</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>UNITED FIRE GROUP</b>	
	INSURER B: <b>UNITED FIRE GROUP</b>	
	INSURER C:	
	INSURER D:	
	INSURER E: <b>TEXAS MUTUAL</b>	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60461911	06/15/2017	06/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60461911	06/15/2017	06/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	0001113191	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS PER BLANKET ADDITIONAL INSURED ENDORSEMENT. A WAIVER OF SUBROGATION IS IN FAVOR OF CERTIFICATE HOLDER AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS PER BLANKET ENDORSEMENT

## CERTIFICATE HOLDER

## CANCELLATION

**BRAZOS COUNTY PURCHASING DEPARTMENT**  
200 SOUTH TEXAS AVENUE, SUITE 352  
BRYAN, TX 77803  
ATTN: LANI MANESS

Fax: 1-979-361-4293

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Bid Tabulation Sheet**  
**IQ #17-305**  
**Tree Removal Services**

ITB No. **17-305**

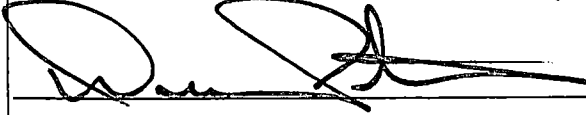
Vendor	Asplundh Tree Expert co.	Vendor	Rios Tree Service Inc.
Vendor #	23-1277550	Vendor #	72-1564655
Phone #	713-824-5851	Phone #	210-519-7488

Line No.	Description	Qty.	Unit Price	Extended Price	Unit Price	Extended Price
1	99" Post Oak at Expo	1	\$ 3,800.000	\$ 3,800.000	\$ 1,200.000	\$ 1,200.000
2	69" Post oak at Boonville Cemetary	1	\$ 675.000	\$ 675.000	\$ 1,200.000	\$ 1,200.000
3	46" Post Oak at Boonville Cemetary	1	\$ 675.000	\$ 675.000	\$ 1,200.000	\$ 1,200.000
4	76" Cedar at Boonville Cemetary	1	\$ 2,550.000	\$ 2,550.000	\$ 1,200.000	\$ 1,200.000
5	39" Elm at Boonville Cemetary	1	\$ 675.000	\$ 675.000	\$ 1,200.000	\$ 1,200.000
6	Uprooted Post oak at Boonville Cemetary	1	\$ 675.000	\$ 675.000	\$ 1,200.000	\$ 1,200.000
7	89" Post Oak at Boonville Cemetary	1	\$ 3,200.000	\$ 3,200.000	\$ 1,200.000	\$ 1,200.000
8	95" Post Oak at Boonville Cemetary	1	\$ 3,825.000	\$ 3,825.000	\$ 1,200.000	\$ 1,200.000
9	81" Post Oak at Boonville Cemetary	1	\$ 1,925.000	\$ 1,925.000	\$ 1,200.000	\$ 1,200.000
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
<b>Total</b>				\$ 18,000.000		\$ 10,800.000

Recommended Award:

Rios Tree Service Inc.

Approved by Commissioner's Court on this 12<sup>th</sup> day of September, 2017 by



holding the position of

Brazos County Judge





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Road and Bridge      NUMBER: CC 2017 - Utility Permit - Frontier Communications - Smetana Road - 600' bore for a 4" PVC Conduit.

DATE OF COURT MEETING: 9/12/2017

ITEM: Consider and take action on the Frontier Communications utility permit to conduct a 600' bore within the right of way of Smetana Road. Work will include placing a 4" PVC conduit a depth of 4 feet under a proposed drainage culvert and a minimum of 3 feet below the proposed ditch cut of Smetana Road. Cables will be pulled through this conduit. Line is being adjusted to accommodate the widening of Smetana Road. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 09/06/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Utility Permit - Frontier Communications - Smetana Road - 600 bore for a 4 PVC Conduit.pdf](#)

Utility Permit - Frontier Communications - Smetana Road - 600' bore for a 4" PVC Conduit. Backup Material

[Utility Permit - Frontier Communications \(2\) - Smetana Road - 600 bore for a 4 PVC Conduit.pdf](#)

Utility Permit - Frontier Communications - Smetana Road - 600' bore for a 4" PVC Conduit. Backup Material



**BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM**

---

DEPARTMENT: Road & Bridge

MEETING DATE: September 12, 2017

SUBJECT: Utility Permit – Frontier Communications

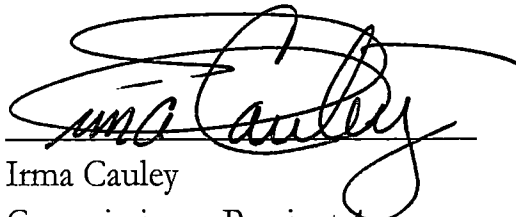
Consider and take action on the Frontier Communications utility permit to conduct a 600' bore within the right of way of Smetana Road. Work will include placing a 4" PVC conduit a depth of 4 feet under a proposed drainage culvert and a minimum of 3 feet below the proposed ditch cut of Smetana Road. Cables will be pulled through this conduit. Line is being adjusted to accommodate the widening of Smetana Road. Site is located in Precinct 4.

SUBMITTED BY:



Darrell W. Kolwes  
Right of Way Agent

ACKNOWLEDGED BY:



Irma Cauley  
Commissioner Precinct 4

This request is ☒ **APPROVED** / ☐ **DENIED** by Commissioners' Court



Duane Peters, County Judge

DATE: 9/12/17



NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS  
OF TELEPHONE FACILITIES AND DESIGNATING  
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY  
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now FRONTIER COMMUNICATIONS [company name], hereinafter referred to as "Company" a TEXAS [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

- \* 600FT BORE WILL BE PLACED STARTING AT MANEHOLE 211 TO 1936 SMETANA RD
- \*BORE WILL BE 4" PVC, DEPTH WILL BE 4' BELOW PROPOSED COUNTY DRAIN
- \*BURIED CABLE WILL BE PULLED THRU PVC BOND AND GROUND CABLE ACCORDING TO FRONTIER PRACTICES.
- \*REMOVE (1) 25/00 POLE AND (3) PEDESTALS
- \*COUNTY PERMIT REQUIRED FOR PROJECT

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 45 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.



Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

FRONTIER COMMUNICATIONS  
Company Name

BRENDA VAJDAK  
By:

B & Vajdak  
Signature

SUPERVISOR-OSP ENGINEERING  
Title

301 INDUSTRIAL BLVD  
Address

BRYAN, TEXAS 77803

Phone Number (979)821-4770

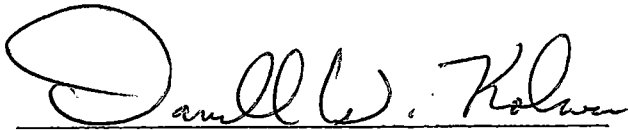
Email: brenda.vajdak@ftr.com



# ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 8-31-17 except as noted below: (Month/Day/Year)

## EXCEPTIONS:

A handwritten signature in cursive script, reading "Daniel W. Kolman". The signature is written in dark ink and is positioned above a horizontal line.

*for* Brazos County Engineer

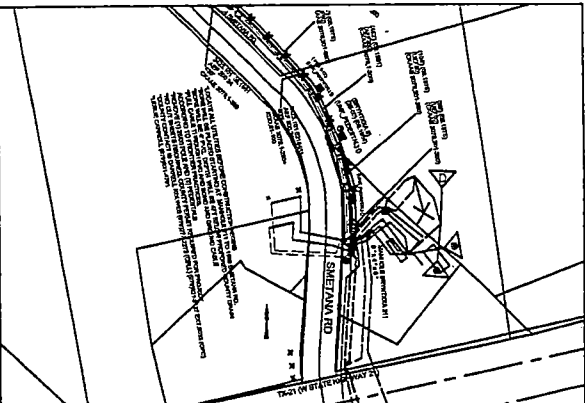
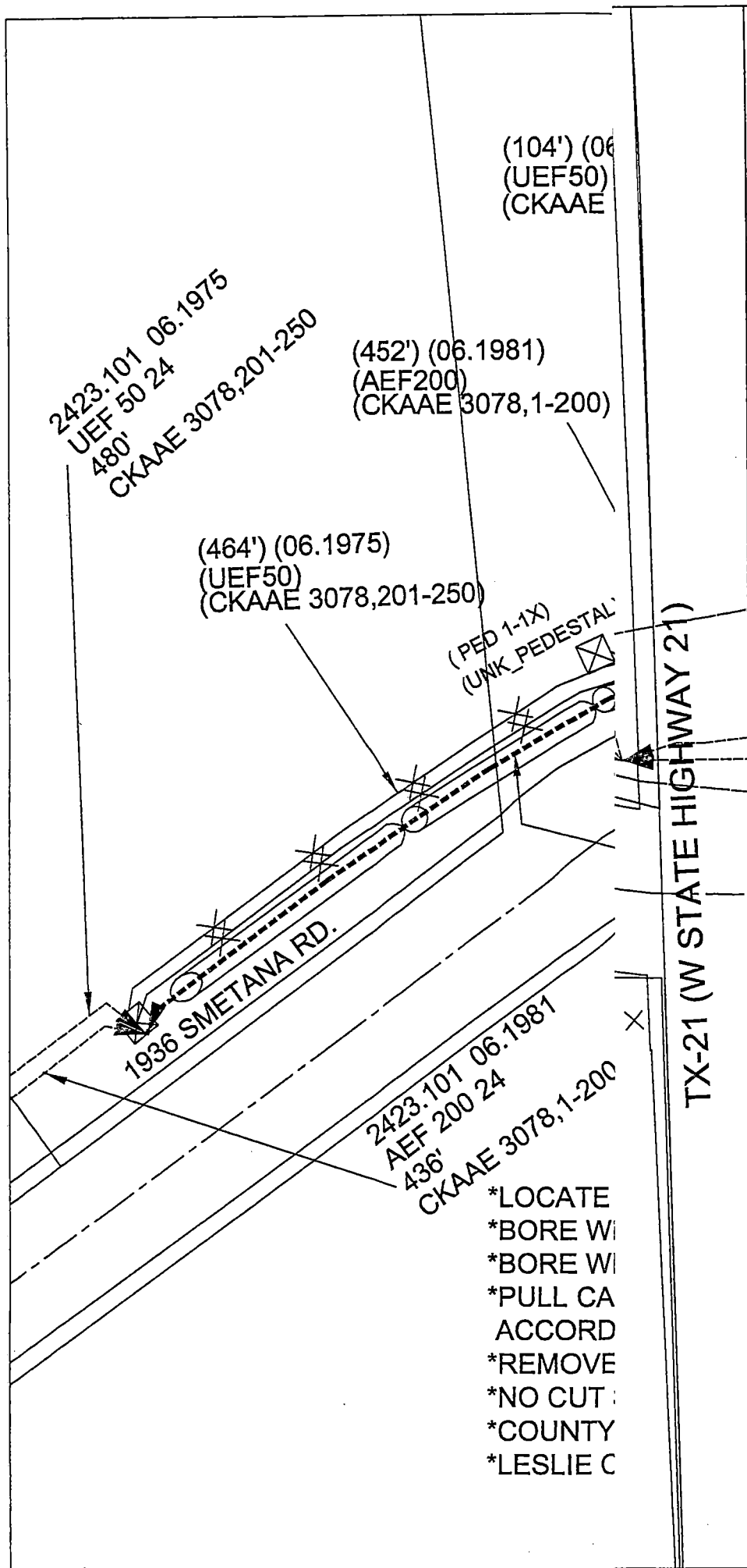





© 2017 Google

Goog





- \*LOCATE
- \*BORE W
- \*BORE W
- \*PULL CA
- ACCORD
- \*REMOVE
- \*NO CUT
- \*COUNTY
- \*LESLIE C



Communications

PROJECT NUMBER:		C.O. AREA:	
		EXCH. CODE:	
DRAWN DATE:	ENGR:	CNTY:	
	PHONE:	FILE:	
SCALE:	TAX DISTRICT:	DWG	OF
TWNSHP:	RNG:	SEC:	



**BRAZOS COUNTY ROADWAY SAFETY AND ROAD  
PRESERVATION STANDARDS FOR WORK CONDUCTED IN  
BRAZOS COUNTY RIGHTS OF WAY**

**A. General Requirements**

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

**B. Safety Requirements**

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

**C. Traffic Control Plan**

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
  - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;



- b. If construction is within ten (10) feet of the roadway; or
  - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
  3. Plan must set forth the time of completion for the job.

**D. Design Standards**

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
  - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
  - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
  - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
  - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
  - Power – 0 to 2 feet, nominally 1'
  - Phone – 2 to 4 feet, nominally 3'
  - Gas – 4 to 6 feet, nominally 5'
  - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
  - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
  - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;



- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
  - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
  - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
  - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
  - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
  - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
  - b. backfilled with cement stabilized material.
  - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
  - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
  - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
  - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

**E. Emergency work**

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company



shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

**F. Repairs to existing facilities**

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

**G. Relocation of utilities**

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

**H. High Pressure Pipelines**

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
  - diameter
  - wall thickness
  - material specification
  - minimum yield strength
  - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

**4. Petroleum Pipelines:**

<b><u>Type of Pipeline</u></b>	<b><u>Depth (below deepest ditch grade)</u></b>	<b><u>Special Requirements</u></b>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

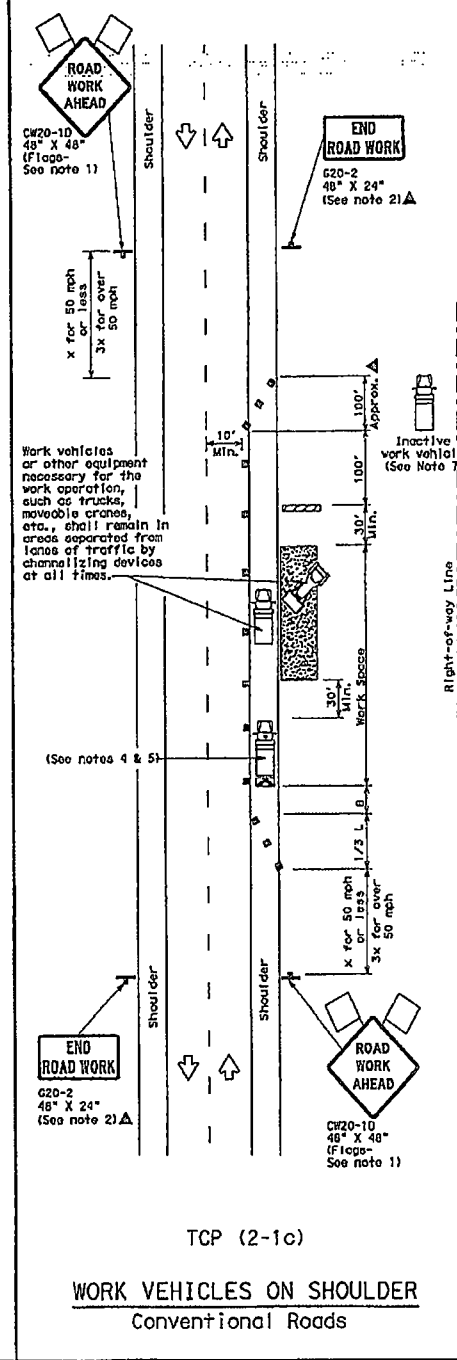
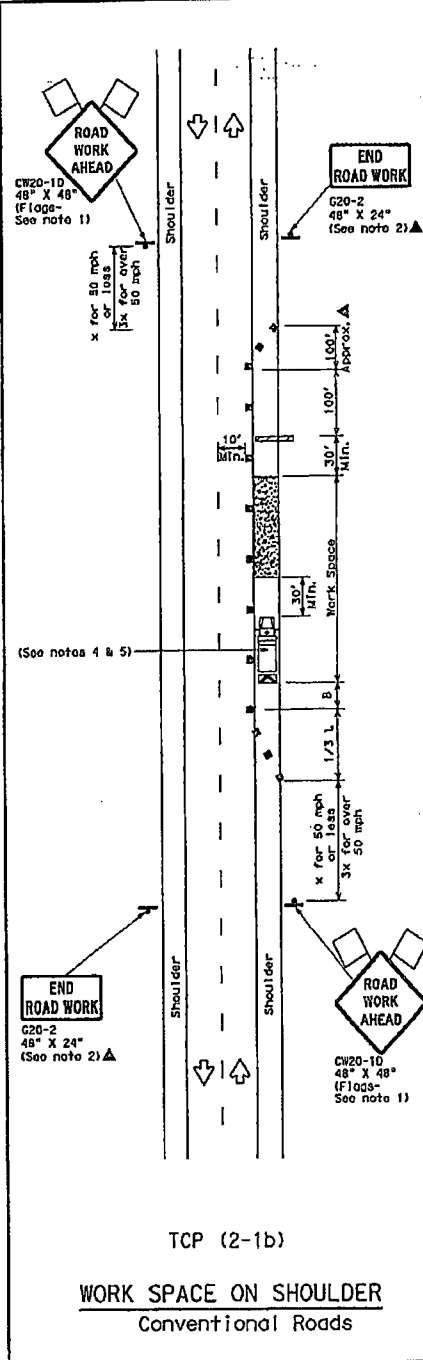
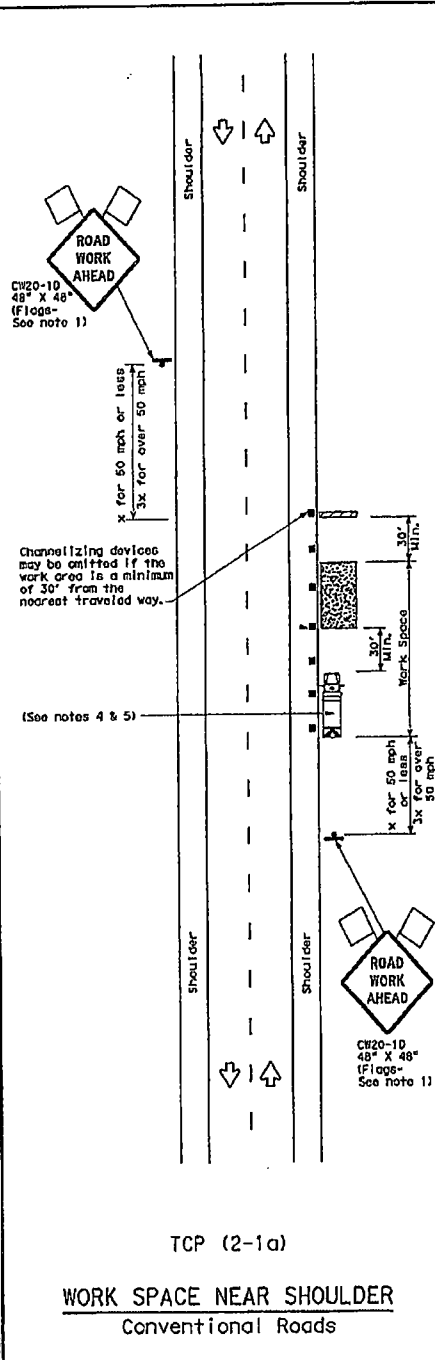
Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.



DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the Texas Department of Transportation or its contractors for incorrect results or damages resulting from its use.

DATE  
DRAWN



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed	Formula	Minimum Sealable Taper Lengths	Suggested Maximum Spooling of Channelizing Devices	Minimum Sign Spacing	Suggested Longitudinal Buffer Space
MPH		10' Offset	11' Offset	12' Offset	
30	L = WS	150'	165'	180'	30'
35	L = WS	205'	225'	245'	35'
40	L = WS	265'	295'	320'	40'
45	L = WS	325'	365'	400'	45'
50	L = WS	385'	435'	480'	50'
55	L = WS	445'	505'	560'	55'
60	L = WS	505'	575'	640'	60'
65	L = WS	565'	645'	710'	65'
70	L = WS	625'	715'	780'	70'
75	L = WS	685'	785'	850'	75'

\* Conventional Roads Only  
 \*\* Taper lengths have been rounded off.  
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES
- Flags attached to signs where shown, are REQUIRED.
  - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
  - Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
  - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
  - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
  - See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
  - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
  - CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation  
Traffic Operations Division

# TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCR (2-1)-12

© TxDOT December 1985	REVISED	REVISED	REVISED	REVISED
2-94	2-12	5-93	1-97	4-99
1-97	4-99	1-97	4-99	1-97
1-97	4-99	1-97	4-99	1-97





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Road and Bridge NUMBER: CC2017-Aggieland Business Park  
Phs 1, 2A & 2B-Final Plat of Replat

DATE OF COURT MEETING: 9/12/2017

ITEM: The Final Plat of Aggieland Business Park Phase 1, 2A & 2B; Phase 1 Block 1 Lots 2R; Phase 2A Block 1, 3R-1 – 3R-3, 4R-1 – 4R-3; Phase 2B Block 1 5R, 6R-1 & 6R-2 Being a Replat of Aggieland Business Park Phase 1 Block 1 Lot 2 (Volume 8562, Page 146), Aggieland Business Park Phase 2A Block 1 Lots 3 & 4 (Volume 12314 Page 98), Aggieland Business Park Phase 2B Block 1 Lot 6 (Volume 12314 Page 98); J.H. Jones Survey, A-26; College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 09/07/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

- Owner: 60 Jones Associates, Ltd.
- Engineer/Surveyor: Schultz Engineering, LLC/Kerr Surveying, LLC

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Aggieland Business Prk Phs 1 2A 2B.pdf</a>	Application for Development	Backup Material
<a href="#">Aggieland Business Park Gauge Drive-FINAL PLAT - sheet 1.pdf</a>	Sheet 1 of Plat	Backup Material
<a href="#">Aggieland Business Park Gauge Drive-FINAL PLAT - sheet 2.pdf</a>	Sheet 2 of Plat	Backup Material



**BRAZOS COUNTY  
COMMISSIONERS' COURT  
ACTION FORM**

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

DATE OF COURT MEETING: September 12, 2017

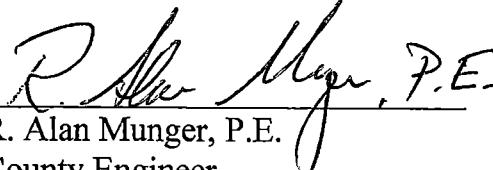
ITEM: Consider and take action on the Final Plat of Aggieldand Business Park Phase 1, 2A & 2B; Phase 1 Block 1 Lots 2R; Phase 2A Block 1, 3R-1 – 3R-3, 4R-1 – 4R-3; Phase 2B Block 1 5R, 6R-1 & 6R-2 Being a Replat of Aggieldand Business Park Phase 1 Block 1, Lot 2 (Volume 8562, Page 146), Aggieldand Business Park Phase 2A Block 1 Lots 3 & 4 (Volume 12314 Page 98), Aggieldand Business Park Phase 2B Block 1 Lot 6 (Volume 12314 Page 98); J.H. Jones Survey, A-26; College Station ETJ, Brazos County, Texas. Site is located in Precinct 4.

SOURCE OF FUNDS: N/A


NOTES/REQUIREMENTS:

- Owner: 60 Jones Associates, Ltd.
- Engineer/Surveyor: Schultz Engineering, LLC/Kerr Surveying, LLC


SUBMITTED BY:

  
R. Alan Munger, P.E.  
County Engineer

ACKNOWLEDGED BY:

  
Commissioner Irma Cauley  
Precinct 4

This Request is ☒ APPROVED / ☐ DENIED ☐ by Commissioners' Court

  
E. Duane Peters, County Judge

9/12/17

Date





Brazos County Road & Bridge Office  
2617 SH 21 West  
Bryan, TX 77803  
Telephone: (979) 822-2127  
Fax: (979) 775-0456  
Email: [plats@brazoscountytexas.gov](mailto:plats@brazoscountytexas.gov)

## PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *: 03-07-2017	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Aggieland Business Park Ph 1, 2A, & 2B	
PROJECT ADDRESS OR LOCATION: 002600-0084-0000	
LEGAL DESCRIPTION: Aggieland Business Park Ph 1, 2A, & 2B	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 9	TOTAL ACREAGE 18.908
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> College Station ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

\* Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.

TYPE OF APPLICATION		
<input type="checkbox"/> MASTER PLAN	<input type="checkbox"/> SIMPLIFIED PLAT	<input type="checkbox"/> PRELIMINARY PLAN
<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDING PLAT	<input checked="" type="checkbox"/> REPLAT

APPLICATION PURPOSE		
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY	<input checked="" type="checkbox"/> COMMERCIAL
<input type="checkbox"/> OTHER (Please explain):		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>Acknowledgment:</b> The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.	

TXDOT RIGHT-OF-WAY	
WILL ANY CONSTRUCTION OCCUR IN TXDOT RIGHT-OF-WAYS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

DIGITAL FILE SUBMISSION			
COUNTY ENGINEER	<input checked="" type="checkbox"/> ADOBE (.pdf file)	<input checked="" type="checkbox"/> AutoCAD (.dwg file)	(Email To: <a href="mailto:plats@brazoscountytexas.gov">plats@brazoscountytexas.gov</a> )
911 ADDRESSING	<input checked="" type="checkbox"/> ADOBE (.pdf file)	<input checked="" type="checkbox"/> AutoCAD (.dwg file)	(Email To: <a href="mailto:gis@brazoscountytexas.gov">gis@brazoscountytexas.gov</a> )



CONTACT INFORMATION		
<b>APPLICANT INFORMATION</b>		
FIRM NAME: 60-Jones Associates, Ltd.		
CONTACT: Jim Jett		
ADDRESS: 6166 Imperial Loop, Suite 10		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-571-4341	FAX:	
EMAIL: jjett66@gmail.com		

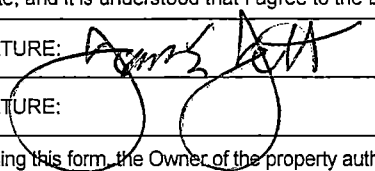
<b>PROPERTY OWNER INFORMATION</b>		
FIRM NAME: 60-Jones Associates Ltd.		
CONTACT: Jim Jett		
ADDRESS: 6166 Imperial Loop, Suite 10		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-571-4341	FAX:	
EMAIL: jjett66@gmail.com		

<b>ENGINEER INFORMATION</b>		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

<b>SURVEYOR INFORMATION</b>		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N. Texas Ave.		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL:		

<b>OTHER INFORMATION</b>		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		



PROPERTY OWNER CONSENT / AGENT AUTHORIZATION		
By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.		
SIGNATURE: 	PRINTED NAME: James E. Jett	DATE: 2-28-19
SIGNATURE:	PRINTED NAME:	DATE:
By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.		

CALCULATIONS OF FEES			
MASTER PLAN:	No charge	SIMPLIFIED PLAT:	\$100
FINAL PLAT:	\$150 + \$10 per lot	PRELIMINARY PLAN:	\$150 + \$5 per lot
		AMENDING PLAT:	\$100
		REPLAT:	\$150

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:
Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.	

### Application Check List:

Copies of finished plat with corrections (if any):

- ☒ Three (3) hard copies to Brazos County
- ☒ One (1) .pdf copy to Brazos County
- ☒ One (1) .dwg copy to Brazos County
- ☒ One (1) hard copy to Brazos County Health District
- ☒ One (1) hard copy to Brazos County 911
- ☒ One (1) hard copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☒ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☒ Letter from Brazos County 911 - For Road names.
- ☒ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☐ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.



## SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- ☒ Title Block with the following information:
  - ☒ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☒ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
  - ☒ Date of preparation. (Include the date of any revisions on the plat.)
  - ☒ Engineer's scale in feet.
  - ☒ Total area intended to be developed.
  - ☒ Proposed number of Lots to be developed.
  - ☒ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- ☒ North arrow.
- ☒ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☒ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☒ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- ☒ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- ☒ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☒ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
- ☒ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☒ Road names and Right-of-Way width for all Roads. (Existing and proposed)
- ☒ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
- ☒ Pipelines: label company with volume and page.
- ☒ All certification language as found in Appendix C.
- ☒ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- ☒ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☒ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.



- ☑ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☑ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernsten® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- ☑ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☑ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☑ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☑ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☑ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☑ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☑ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☑ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☑ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☑ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- ☑ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission



on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

- ☒ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☒ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- ☒ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- ☒ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☒ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- ☒ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☒ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- ☒ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☒ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- ☒ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☒ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.



## MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
  - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
  - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
  - ☐ Date of preparation. (Include the date of any revisions on the plan.)
  - ☐ Engineer's scale in feet.
  - ☐ Total area intended to be developed.
  - ☐ Proposed number of Lots to be developed.
  - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.



- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☐ A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☐ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway



configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.



## FINAL PLAT APPLICATION REQUIREMENTS

**Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:**

- ☒ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☒ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☒ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☒ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☒ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☒ Locations of existing and proposed private alleys.
- ☒ Locations of existing and proposed public areas.
- ☒ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☒ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☒ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☒ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☒ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.



-37

**AFFIDAVIT**  
**TEXAS LOCAL GOVERNMENT CODE, CHAPTER 171**

**STATE OF TEXAS                   §**  
**COUNTY OF BRAZOS         §**

BEFORE ME, the undersigned authority, on September 12, 2017 personally appeared

Sammy Catalena, who being duly sworn, deposes and says:

1. That he/she has a substantial interest in a business entity or real property. Official action taken by the

**Commissioners Court of Brazos County, Texas concerning Agenda Item No. 22 of the Court**

**Agenda dated 09/12/17 described as The final plat of Aggieland Business Park**

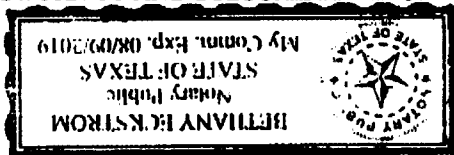
\_\_\_\_\_, would have a special economic effect on that business entity or a special economic effect on the value of the real property, that is distinguishable from the effect on the public.

2. That the substantial interest is (check the following as is appropriate):
- (4) a. Ownership of 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
- ( ) b. Funds received by me from the business entity exceed 10 percent of my gross income for the previous year; or
- ( ) c. An equitable or legal ownership in real property with a fair market value of \$2,500 or more; or
- ( ) d. A person related in the first degree by either affinity or consanguinity to me has a substantial interest as defined above; or
- ( ) e. other \_\_\_\_\_

3. That I will abstain from participation in the matter referred to in Item 1 unless authorized by law.

**Signature**

**SWORN TO AND SUBSCRIBED BEFORE ME this the 12th day of September 2017.**



**Notary Public in and for  
The State of Texas**

**Filed:**

\_\_\_\_\_, County Clerk





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Expenditure Journal Entries FY 16/17 090032  
TO: Commissioners Court  
DATE: 09/07/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Journal Entry Batch 09.07.17 CC.pdf](#)

**Description**

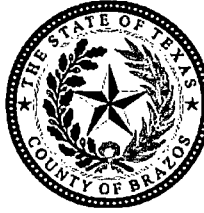
Expenditure Journal Entries FY 16/17 090032

**Type**

Backup Material



23

**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Expenditure Journal Entries FY 16/17 090032  
TO: Commissioners Court  
DATE: 09/07/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:****File Name**Journal Entry Batch 09.07.17 CC.pdf**Description**

Expenditure Journal Entries FY 16/17 090032

**Type**

Backup Material

**APPROVED**

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters  
County Judge9/12/17  
Date



09/07/17  
ACCOUNTING PERIOD: 12/17

BRAZOS COUNTY, TX  
BATCH JOURNAL ENTRY EDIT LIST

PAGE 1

CONTROL NUMBER	J E NUMBER	DESCRIPTION	PERIOD/YR	HOLD				
RECORD	FUND	DIV/FUND	ACCOUNT	PROJECT	ACCOUNT	ITEM DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT
09*07*17		090032	Trvl Reimb - S	Garon	12/17	Y		
323572	0100	28000100	61801000			SA 8.30-31.17	131.00	
323573	0100	0100	20114810			SA 8.30-31.17		131.00
TOTAL JOURNAL ENTRY							131.00	131.00
TOTAL CONTROL NUMBER							131.00	131.00
TOTAL REPORT							131.00	131.00





**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/12/2017

ITEM:

- a. Chase Bank - Overpayment \$1,496.00
- b. Chase Bank - Overpayment \$142.18
- c. Chris Girouard - Overpayment \$30.16

TO: Commissioners Court

DATE: 09/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[Tax Refund Applications 9-12-17.pdf](#)

**Description**

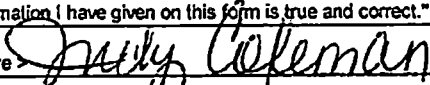
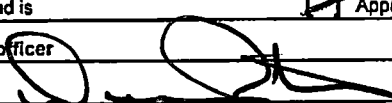
Tax Refund Applications

**Type**

Cover Memo



8888D

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD			
Phone Number <b>979-775-9930</b>					
<b>To apply for a tax refund, the taxpayer must complete the following:</b>					
<b>Step 1:</b>					
<b>Owner's name and address</b>	<b>FELIPA TORRES</b>				
	<b>3850 GOLDEN TRL</b>				
	<b>COLLEGE STATION TX 77845-3782</b>				
<b>Step 2:</b>					
<b>Describe the property</b>	<b>Legal</b>	<b>RAINBOW ACRES PH 2 BLOCK 6 LOT 5 ACRES 5.58</b>			
	<b>Address</b>	<b>3850 GOLDEN TRAIL</b>			
	<b>Acct.#</b>	<b>76969</b>			
<b>Step 3:</b>					
<b>Give the tax payment information</b>	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	<b>Zrefund</b>	<b>2016</b>	<b>6/7/2017</b>	<b>\$9,220.08</b>	<b>\$1,496.00</b>
	<b>Taxpayer's reason for refund:</b>			<b>OP-Overpayment</b>	
	<b>Refund to</b>	<b>CHASE BANK</b>			
	<b>PO BOX 9218</b>				
	<b>COPPELL TX 75019-9236</b>				
<b>Step 4:</b>					
<b>Sign the form and return</b>	<b>"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."</b>				
	<b>sign here</b>			<b>date &gt;</b> <b>8-25-17</b>	
	<b>If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.</b>				
<b>Step 5:</b>					
<b>Tax refund determination</b>	<b>This tax refund is</b>		<input checked="" type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Disapproved</b>		
	<b>Authorized officer</b>				
	<b>sign here &gt;</b>			<b>date &gt;</b> <b>9/12/17</b>	
	<b>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</b>				
	<b>sign here &gt;</b>			<b>date &gt;</b>	



# APPLICATION FOR TAX REFUND

88880

Collecting Office Name <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>		Phone Number <b>979-775-9930</b>	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	<b>JAMES BEARD</b>				
	<b>9471 STEEP HOLLOW RD</b>				
	<b>BRYAN TX 77808-6607</b>				
Step 2: Describe the property	Legal	<b>A004400 RICHARD PERRY TRACT 16.3 13.63 ACRES</b>			
	Address	<b>STEEP HOLLOW RD</b>			
	Acct.#	<b>81037</b>			
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	<b>Zrefund</b>	<b>2016</b>	<b>6/7/2017</b>	<b>\$142.18</b>	<b>\$142.18</b>
	<b>Taxpayer's reason for refund: OP-Overpayment</b>				
	<b>Refund to CHASE BANK</b>				
	<b>PO BOX 9218</b>				
<b>COPPELL TX 75019-9236</b>					
Step 4: Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>[Signature]</i>			date > <b>8.25.17</b>	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				
	sign here > <i>[Signature]</i>			date > <b>9/12/17</b>	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	



<b>Collecting Office Name</b> <b>Brazos County Tax Office</b> <b>4151 County Park Court</b> <b>Bryan Texas 77802</b>	<b>Phone Number</b> <b>979-775-9930</b>	<b>Collecting tax for: (taxing units)</b> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD																														
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<b>Taxpayer's reason for refund: OVERPAYMENT</b>																																
<b>Refund to: GIROUARD CHRIS</b> <b>PO BOX 2307 TULSA, OK 74101</b>																																
<b>Step 4:</b>  <b>Sign the form and Return</b>	<p>"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"> <b>sign here &gt;</b> </td> <td style="width: 30%;"> <b>date &gt;</b> 8/21/17         </td> </tr> </table> <p><b>If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.</b></p>		<b>sign here &gt;</b>	<b>date &gt;</b> 8/21/17																												
<b>sign here &gt;</b>	<b>date &gt;</b> 8/21/17																															
<b>Step 5:</b>  <b>Tax refund determination</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <b>This tax refund is</b> <input checked="" type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Disapproved</b> </td> <td></td> </tr> <tr> <td> <b>Authorized officer</b> </td> <td></td> </tr> <tr> <td> <b>sign here &gt;</b> </td> <td> <b>date &gt;</b> 9/12/17         </td> </tr> <tr> <td colspan="2"> <b>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</b> </td> </tr> <tr> <td> <b>sign here &gt;</b> </td> <td> <b>date &gt;</b> </td> </tr> </table>		<b>This tax refund is</b> <input checked="" type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Disapproved</b>		<b>Authorized officer</b>		<b>sign here &gt;</b>	<b>date &gt;</b> 9/12/17	<b>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</b>		<b>sign here &gt;</b>	<b>date &gt;</b>																				
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<b>sign here &gt;</b>	<b>date &gt;</b> 9/12/17																															
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<b>sign here &gt;</b>	<b>date &gt;</b>																															





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Budget Office NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Budget Amendments FY 16/17 50.1 - 50.7  
TO: Commissioners Court  
FROM: Irene Jett  
DATE: 09/07/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00  
SOURCE OF FUNDS: Individual budget amendments specifies sources.  
ACTION REQUESTED OR ALTERNATIVES: Request approval.

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">50_Coversheet.pdf</a>	50 Coversheet	Cover Memo
<a href="#">50.1.pdf</a>	50.1 Ag	Backup Material
<a href="#">50.2.pdf</a>	50.2 Elections	Backup Material
<a href="#">50.3.pdf</a>	50.3 IT	Backup Material
<a href="#">50.4.pdf</a>	50.4 IT	Backup Material
<a href="#">50.5.pdf</a>	50.5 Facilities Svcs	Backup Material
<a href="#">50.6.pdf</a>	50.6 Commissioners' Court	Backup Material
<a href="#">50.7.pdf</a>	50.7 Facilities Svcs	Backup Material



**BRAZOS COUNTY, TEXAS****BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 50.1 – 50.7**

On this the 12th day of September 2017 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Sammy Catalena, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Irma Cauley, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk


The following proceedings were held:

**THAT WHEREAS**, on 12th day of September 2017 the Court heard and approved a budget amendment for the 2016-2017 budget year for Brazos County, Texas; and

**WHEREAS**, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 6 September 2016, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

**ADOPTED AND APPROVED** this the 12th day of September 2017.

**THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.**

By:   
Duane Peters, County Judge

Original: County Clerk's Office and  
Attached to the original budget




**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 50.1  
9/12/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	County Agriculture Ext.		Departmental Support			800.00
General Fund	County Agriculture Ext.		Contractual Services		800.00	
<b>County Agriculture Extension</b>						

Reallocation of funds to the appropriate accounts to cover the cost of a rental facility for an upcoming event.

Date: 9/6/2017

Department Approval	Date
	9/12/17
County Judge Approval	Date

[illegible]



9/12/2017

Elections Administrator

Date: 9/6/2017

Date \_\_\_\_\_

Date \_\_\_\_\_

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	11210020	65320000	CR	Equipment - Maint.		1,000.00
0100	11210020	60500000	DR	Equipment & IT Enhancement	1,000.00	



**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 50.3  
9/12/2017**

[illegible]

Reallocation of funds to the appropriate accounts to purchase a 75" display TV for Juvenile Services Paperless Courtroom Project.

Date \_\_\_\_\_

Date \_\_\_\_\_

9/6/2017

9/6/2017

9/12/17

[illegible]



9/12/2017

## Commissioners' Court and Information Technology

Date:

9/6/2017

Date \_\_\_\_\_

Date \_\_\_\_\_

[illegible]



**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 50.5  
9/12/2017**

[illegible]

Reallocation of funds to the appropriate accounts to purchase toilet paper due to the increase in jail population.

Date: 9/6/2017

Department Approval	Date
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County Judge Approval \_\_\_\_\_ Date \_\_\_\_\_

[illegible]



**BRAZOS COUNTY, TEXAS  
BUDGET AMENDMENTS  
No. 16/17 - 50.6  
9/12/2017**

[illegible]

Reallocation of funds to the appropriate accounts to cover the increase cost of retiree health insurance for the remainder of FY 17.

Department Approval \_\_\_\_\_ Date \_\_\_\_\_

County Judge Approval \_\_\_\_\_ Date \_\_\_\_\_

Date: 9/6/2017

[illegible]



**9/12/2017**

## Commissioners' Court and Facilities Services

Date: 9/6/2017

County Judge Approval Date 9/12/17

[illegible]





**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Human Resources NUMBER:  
DATE OF COURT MEETING: 9/12/2017  
ITEM: Personnel Action Forms  
TO: Commissioners Court  
DATE: 09/07/2017  
FISCAL IMPACT: False  
BUDGETED: False  
DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[PAF\\_09-12-17.doc](#)

**Description**

Cover Sheet

**Type**

Cover Memo



27

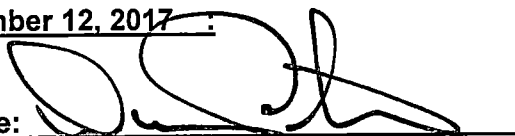
**PERSONNEL  
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: September 12, 2017  
 Department Submitting Information: Human Resources  
 Purpose of Submissions: Consider and Take Action on Change Requests

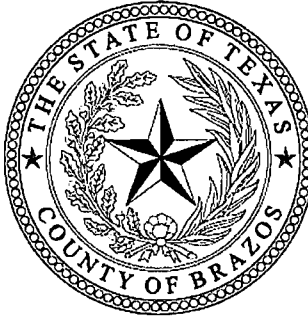
<b>Department Submitting Request(s)</b>	<b>Employee Request Applies To</b>	<b>Action Requested</b>
Exposition Complex	Mokry, Nickolas	Separation
Juvenile Services – State Aid	Crist, Stephanie J.	Change of Status
	Galls, Gregory E.	Change of Status
	Vance, Charles D.	Change of Status
	White, Melissa M.	Change of Status
Road & Bridge	Gooden, Malcolm J.	Separation
Sheriff's Office – Administration	Contreras Jr., Ignacio	Change of Status
	Poe, Ryan R.	Change of Status
	Rueda, Daniel C.	Change of Status
Sheriff's Office – Detention	<del>Bustos Lozano, Juan D.</del>	<del>Separation</del> <b>Removed</b>
	Lovelady, Patricia K.	Separation
	Williams, Cameron J.	Separation
	Wyatt, Larance E.	Separation

Approved in Commissioners' Court: September 12, 2017

County Judge's or Commissioner's Signature:  
 (This Copy to be attached to minutes)







**BRAZOS COUNTY**  
**BRYAN, TEXAS**

**CLAIMS**

COMMISSIONERS COURT MEETING: **September 12, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7159183**                      *Thru*                      CLAIM # **7159406**

The Court voted unanimously to approve these Claims as submitted.

A handwritten signature in black ink, appearing to read "Duane Peters", written over a horizontal line.

Duane Peters  
County Judge

A handwritten signature in black ink, appearing to read "Karen McQueen", written over a horizontal line.

Karen McQueen  
County Clerk



§ COUNTY OF BRAZOS

§ STATE OF TEXAS

COMMISSIONERS COURTS: DELIBERATION REGARDING CONTRACT BEING NEGOTIATED WITH STEVE MANCHESTER; CLOSED MEETING.

The Commissioners Court ("Court") has proposed to deliberate the negotiation of a contract related to a professional services agreement with Steve Manchester in closed session. The Court wishes to deliberate the business and financial issues of the proposed contract.

Texas Government Code §551.0725 provides that the Court may deliberate the business and financial issues of this contract in closed session if, before conducting the closed meeting:

- (1) The Court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person; and
- (2) The attorney advising the Commissioners Court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.
- (3) Notwithstanding Section 551.103(a), Government Code, the Commissioners Court must make a tape recording of the proceedings of a closed meeting to deliberate the information.

It is my determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person.



Bruce L. Erratt

Assistant County Attorney

Date: 9/11/17