

**NARCOTICS ANONYMOUS MEETING AGREEMENT BETWEEN
TEXAS TRI-COUNTY AREA OF NARCOTICS ANONYMOUS AND BRAZORIA
COUNTY SHERIFF’S OFFICE**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This NARCOTICS ANONYMOUS MEETING AGREEMENT (the “Agreement”) serves to confirm the mutual understandings of **TEXAS TRI-COUNTY AREA OF NARCOTICS ANONYMOUS**, hereafter (“TTCANA”), and the **BRAZORIA COUNTY SHERIFF’S OFFICE**, a law enforcement agency of the duly elected Brazoria County Sheriff (the “Sheriff’s Office”), pertaining to Narcotics Anonymous Meetings for inmates and detainees of the Brazoria County Detention Center (the “Detention Center”).

RECITALS

WHEREAS, the Sheriff’s Office desires that TTCANA host Narcotics Anonymous Meetings for detainees and inmates of the Detention Center who wish to voluntarily attend and are approved by the Sheriff’s Office to attend;

WHEREAS, TTCANA desires to make available volunteer meeting hosts to provide such services;

WHEREAS, Brazoria County, Texas (the “County”) has determined that this Agreement is for voluntary services at zero cost to the County and therefore exempt from competitive bidding under Texas Local Government Code chapter 262; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and agreements contained herein, TTCANA and the Sheriff’s Office (collectively, the “Parties”) mutually agree as follows:

**I.
SCOPE OF SERVICES / TERM**

1.01 TTCANA agrees to make available two (2) – four (4) volunteers, approved by TTCANA, to lead meetings and provide information regarding Narcotics Anonymous, to detainees and inmates of the Detention Center who seek and are approved by the Sheriff’s Office to receive such services.

1.02 The Sheriff’s Office agrees to provide detainees and inmates with the opportunity to request to attend the meetings.

1.03 Upon receipt of a request by an inmate or detainee to attend the weekly meeting, the Sheriff's Office will evaluate the request and reserves the right to decline a request for any reason, including, but not limited to, security concerns or disciplinary reasons.

1.04 The meetings provided under this Agreement shall be provided in-person at the Detention Center. The Sheriff's Office agrees to provide space in the Detention Center where the meetings may be held in a semi-private setting, to the extent allowable under Sheriff's Office policies and procedures.

1.05 The meetings held pursuant to this agreement shall be held for a minimum of one hour, one time per week, unless the frequency of the meetings is changed by written agreement of the parties.

1.06 TTCANA agrees that any person entering the Detention Center under this Agreement, including, but not limited to, chairpersons, officers, and approved volunteers, shall comply with all laws and Sheriff's Office rules, policies, and procedures pertaining to security and entry into and/or presence in the Detention Center.

1.07 TTCANA and any person entering the Detention Center under this Agreement, including, but not limited to, chairpersons, officers, and approved volunteers, shall consent to a background check to be performed by the Sheriff's Officer prior to entering the Detention Center. The Sheriff's Office shall have the sole right to deny the entry and/or presence of any person seeking to enter the Detention Center under this Agreement for any reason. The Sheriff's Office understands that chairpersons, officers, and approved volunteers have a personal history with drug addiction and may have a criminal background reflecting such.

1.08 TTCANA agrees to perform services under this Agreement for a one (1) year term, beginning on July 1, 2024. The agreement will automatically renew for one (1) year terms until termination by either Party. Either Party may terminate this Agreement for any reason at any time by providing written notice to the other Party.

II.

PERSONNEL / SERVICE PROVIDERS

2.01 TTCANA represents that it presently has, or is able to obtain, approved volunteers for the performance of the Scope of Services under this Agreement.

2.02 All volunteers will be approved by TTCANA in accordance with the guidelines provided by TTCANA. Any chairperson, officer, or approved volunteer of TTCANA who, in the opinion of the Sheriff's Office or the County, becomes detrimental to the project described herein, shall, upon request by the Sheriff's Office or the County, immediately be removed from association with the project and shall not lead or attend any further meetings.

2.03 TTCANA agrees to notify the Sheriff's Office of any incident or behavior observed or discovered while providing the services described in this Agreement that relate to the security of the Detention Center or the safety of any person, to the extent authorized by law.

2.04 Though the Sheriff's Office will use reasonable efforts to provide security, nothing herein shall be construed to make the Sheriff's Office or the County a guarantor of the safety of TTCANA or its chairpersons, officers, or approved volunteers.

III.
COMPENSATION / PAYMENT

3.01 TTCANA agrees to provide services under this Agreement at no cost to the Sheriff's Office or the County.

IV.
INDEPENDENT CONTRACTOR

4.01 In the performance of the duties or services hereunder, TTCANA shall be deemed an independent contractor, and any of its employees, agents, representatives, officials, volunteers, contractors, or subcontractors performing any work or duties required hereunder shall be deemed solely as agents or representatives of TTCANA.

4.02 TTCANA and its employees, agents, representatives, officials, volunteers, contractors, or subcontractors shall not, under this Agreement or by performing duties or work pursuant to this Agreement, be deemed to be employees, agents, or servants of the Sheriff's Office or the County and shall not be entitled to any of the privileges or benefits of County employment.

4.03 TTCANA and its employees, agents, representatives, officials, volunteers, contractors, or subcontractors shall exercise their own judgment in the performance of services under this Agreement.

4.04 To the extent TTCANA engages with any contractor or subcontractor to perform the services under this Agreement, TTCANA shall ensure said contractor or subcontractor is bound to and complies with the terms of this Agreement, including its approved volunteers.

V.
INDEMNITY / RELEASE / IMMUNITY

5.01 **INDEMNIFICATION. TTCANA SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND THE COUNTY AND THE SHERIFF'S OFFICE, AND THEIR OFFICIALS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FOR ANY AND ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER**

EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, EXPENSES, AND COURT COSTS, ARISING FROM THE ACTIVITIES OF TTCANA AND/OR ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, CONTRACTORS, OR SUBCONTRACTORS, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE ACT, ERROR, OR OMISSION OF TTCANA OR ANY OF TTCANA'S OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, CONTRACTORS, OR SUBCONTRACTORS.

5.02 TTCANA hereby agrees to release, waive, discharge, and covenant not to sue the County, including the Sheriff's Office, or their officials, agents, employees, or representatives for any and all personal injury, death, or property damage that may arise from the activities of TTCANA and/or its officers, employees, volunteers, agents, representatives, contractors, or subcontractors performed under this Agreement. This release, waiver, discharge, and covenant shall further bind any assigns, heirs, or next of kin of TTCANA and its officers, employees, volunteers, agents, representatives, contractors, or subcontractors.

5.03 All TTCANA officers, employees, volunteers, and/or agents agree to sign a Release and Waiver of Liability prior to entry into the Jail facility in consideration of the terms as stated in this Memorandum of Understanding.

5.03 The Parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the County and the Sheriff's Office do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

**VI.
INSURANCE**

6.01 TTCANA does not currently hold any type of commercial liability insurance.

**VII.
CONFIDENTIALITY**

7.01 TTCANA shall establish a method to ensure the confidentiality of any records and other information in accordance with applicable federal, state, and local laws, rules, and regulations.

7.02 TTCANA or a Sheriff's Officer shall at the beginning of each weekly meeting, advise all persons attending the meeting of the limited confidentiality of each meeting. An approved volunteer must state that although the title of the meeting indicates the meeting is anonymous, that due to the constraints of the detention facility the meeting is not anonymous to the Sheriff's Office Employees, the names of attendees are not anonymous, and any and all statements made within each meeting may be overheard by personnel of the Sheriff's Office Employees due to the course

and scope of their employment. However, all other procedures with regard to anonymity towards each other and the volunteer leaders should be followed. The Sheriff's Office Employees are encouraged not to share any statements that are overheard at the meeting other than for a valid security purpose, testimonial purpose, or other valid criminal justice purpose.

7.02 In the event TTCANA or its officers, employees, volunteers, agents, representatives, contractors, or subcontractors obtains or is exposed to information that is confidential to the Sheriff's Office or the County, TTCANA agrees to hold such confidential information in strict confidence, using at least the same degree of care that TTCANA uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use for any purpose whatsoever other than the provision of services under this Agreement.

VIII.
NOTICES

8.01 All notices, requests, and other communications required or authorized under this Agreement shall be in writing and shall be hand delivered, dated, and acknowledged by the receiving party, or sent by certified mail, return receipt requested. All notices, requests, and communications shall be addressed as follows:

Sheriff's Office: Brazoria County Sheriff's Office
 Attn: Bo Stallman
 Brazoria County Sheriff
 3602 County Road 45
 Angleton, Texas 77515

With a copy to: Brazoria County
 Attn: L.M. "Matt" Sebesta, Jr.
 Brazoria County Judge
 111 E. Locust
 Suite 102A
 Angleton, Texas 77515

TTCANA: [_____]
 TTCANA
Address: _____

IX.
MISCELLANEOUS

9.01 Modifications and Waivers. The Parties may not modify, amend, or waive this Agreement or any provision thereof, except by written agreement executed by both Parties. The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

9.02 Assignability. TTCANA may not assign any of the rights or duties created by this Agreement without the prior written approval of the Sheriff's Office and the County.

9.03 Law and Venue. This Agreement is governed by the laws of the State of Texas, and all obligations under this Agreement shall be performable in Brazoria County, Texas. It is expressly understood that the venue for any litigation or dispute arising out of or relating to this Agreement shall be in Brazoria County, Texas.

9.04 Entire Agreement. This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. It contains all the covenants and agreements between the Parties relating in any way to the services to be provided hereunder. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

9.05 Severability. If a provision of this Agreement is declared void or illegal by a court or administrative agency, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

BRAZORIA COUNTY, TEXAS

Name: L.M. "Matt" Sebesta, Jr.
Title: County Judge
Date: _____

TTCANA

Name: _____
Title: _____
Date: _____

BRAZORIA COUNTY SHERIFF'S OFFICE

Name: Bo Stallman
Title: Sheriff
Date: _____