

THIS AGREEMENT is made effective as of the latest date signed below, (“**the Effective Date**”) by and between Recourse Communications, Inc., located at 6671 W. Indiantown Rd. Suite 50-257, Jupiter, FL 33458 (“**RCI**”) and Brazos County, acting through and by the Brazos County Sheriff’s Office, located at 1700 TX-21 Bryan, TX 77803 (“**the County**”). RCI and the County are “**the Parties**”.

RCI is in the business of sourcing and recruiting potential candidates for employment and referring them to employers to fill open positions. Since it is not always possible for the County to staff open positions from within its own organization or other resources, the County desires RCI to source and recruit potential candidates.

Each project is custom-tailored to meet the unique goals and requirements of our clients. The services listed below are intended to support our clients effectively, and the inclusion of specific services is at the sole discretion of the project manager based on the unique requirements of the client and their goals/objectives.

In consideration of the foregoing and the following promises, the Parties agree as follows:

1. **Services:** RCI will source and recruit potential candidates for specific recruitment needs and career opportunities as detailed in a separate Intake document and perform the following “**Services**”:
  - a. RCI will conduct an Intake meeting with appropriate County staff and develop a sourcing and searching strategy. Sourcing will include Brazos to Waco, Austin, N/NW Houston, N/East San Antonio, and military bases throughout the state of TX.
  - b. Assign a Program Manager and other team personnel based on work requirements gathered from the Intake meeting.
  - c. Place targeted Internet postings on job boards and other sites where applicable.
  - d. Based upon keyword searches, RCI’s technology, TalentLocator, will source a proprietary blend of resume databases and its internal proprietary database of candidates.
  - e. Create and send an email campaign to the sourced candidates highlighting the County’s career opportunities. The email will direct the candidate to respond to RCI.
  - f. RCI’s recruiters will review, evaluate, and screen for interest and qualifications as detailed in the Intake document. Also, RCI will contact potential candidates at competitor companies, similar industries or other candidates identified by the County during the intake process. Once candidates are determined to be interested and qualified, the candidates’ resume will be forwarded to the County.
  - g. Provide all sourced data for the assigned role(s) at the completion of the project.
  
2. **Fee & Terms for Recruiter Model Services:** RCI will perform the Services for a period of 60 days from the date RCI begins the Services; and the County will pay RCI: \$19,800 (“**the Fee**”) for the Services.



RCI's Fee is earned after RCI has received the job descriptions, conducted the intake, agreed upon the qualifications, and begun their efforts, which takes place within 24 hours after the completed intake process. RCI will invoice the County the Fee at that time, and payment will be due within 45 days from the invoice date. Furthermore, the County may not make changes in any material detail in the Intake document, like job specifications, qualifications, and salary rates, after RCI has started the Services without the County incurring a new Fee for the Services.

RCI does not guarantee any number of responses or hires, and the Fee is NOT CONTINGENT upon any number of responses or the County HIRING any number of the candidates sourced and recruited by RCI.

3. **County Responsibility:** After RCI submits its initial round of sample candidate resume data, the County shall respond to RCI within 48-72 hours to provide feedback as to whether the resume data meets the County's minimum qualifications. The County's feedback is essential for RCI to "calibrate" and adjust its sourcing methods and to locate the most qualified candidates. Furthermore, after RCI submits an actual candidate resume or the County interviews a submitted candidate, the County shall respond to RCI within 48-72 hours to provide feedback. If the County fails to provide timely feedback, RCI will not be able to perform the Services effectively.
4. **Equal Opportunity Employer:** Each Party represents and warrants to the other that it is an Equal Opportunity Employer. RCI will source potentially qualified candidates to the County regardless of the candidate's race, color, sex, religion, national origin, age or disability or any other characteristic protected by state or federal law; and the County shall consider and evaluate each candidate provided by RCI regardless of the candidate's race, color, sex, religion, national origin, age or disability or any other characteristic protected by state or federal law.
5. **Independent Contractor:** RCI is an independent contractor and is neither the servant nor the employee nor the partner of the County.
6. **Confidentiality:** RCI acknowledges the County is a governmental entity subject to the Texas Open Meetings Act and Texas Public Information Act as codified in Texas Government Code chapters 551 and 552, respectively. This Agreement shall not be read, construed, or applied in any manner to require the County to violate any law or to preclude the County from any disclosure, response, report, or other publication of information required by law or by lawful authority. Documents submitted to the County by RCI may be subject to an exception to disclosure made under chapter 552 of the Texas Government Code. If a Public Information Act request is made to the County to disclose RCI's information that may be subject to an exception from disclosure, the County will provide notice to Company pursuant to Texas Government Code section 552.305(d), decline to release such information and file a written request with the Texas Office of the Attorney General ("Attorney General") seeking a determination as to whether such information may be withheld. Upon receipt by the County of a ruling from Attorney General, County shall wait to release any records deemed public by the ruling thirty (30) days from date of receipt to afford RCI sufficient time to file a lawsuit challenging the ruling of the Attorney General.



RECOURSE COMMUNICATIONS, INC.

- 7. **Limitation of Liability:** Neither Party shall be liable to the other for any indirect, consequential, exemplary, special, incidental, or punitive damages, including without limitation loss of business, revenue, profits, or goodwill, arising out of or in connection with the furnishing, performance, or use of any product or service to be provided under this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if a Party knew or should have known of the possibility of such damages.
- 8. **Governing Law:** This Agreement has been executed in the State of Texas and shall be governed by and construed in accordance with the laws of Texas.
- 9. **Compliance with Texas Government Code §§ 2252.152 and 2252.153:** Contracts or agreements with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any County listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, RCI verifies to County that it is not on any such list.

RCI acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached hereto is a full and true copy of said filed form.

The Parties have executed and delivered this Agreement as of the Effective Date.

**County: Brazos County, acting through and by the Brazos County Sheriff's Office**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**County: DA & Auditors Signatures (if applicable)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Recourse Communications, Inc.**

By:  \_\_\_\_\_ Date: 10/2/2023

Name: Pat Matarese \_\_\_\_\_ Title: President & CFO \_\_\_\_\_