

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS VALLEY FOOD BANK, INC**

This Funding Agreement ("Agreement"), effective October 1, 2022, by and between Brazos County, hereinafter called the "County", and the Brazos Valley Food Bank, Inc., hereinafter called the "Food Bank".

RECITALS

WHEREAS, the Food Bank acquires food for distribution through other nonprofit agencies to moderate and low-income persons who are food insecure and at risk of hunger and malnutrition; and

WHEREAS, the purpose of the County is to ensure that all children, individuals, families, and seniors, especially those who are moderate to low-income, are food secure, meaning that people have access at all times to enough food for an active, healthy and productive life.

NOW THEREFORE, both the County and the Food Bank enter into this Agreement to maximize the effectiveness of their common goal and show good stewardship of citizen's dollars and donations and, in consideration of promises, covenants, terms and conditions herein contained, the parties mutually agree to the following:

AGREEMENT

TERM OF AGREEMENT: The term of this Agreement shall be for a period of approximately one (1) year beginning on October 1, 2022 and terminating on September 30, 2023.

FUNDING: The County will provide funding of **\$8,500.00** to the Food Bank to the benefit of the moderate- and low-income citizens of the community.

INFORMATION FUNISHED BY FOOD BANK: Food Bank 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. Food Bank 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. Food Bank 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. Food Bank 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 Food Bank under prior Agreements.

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

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

ELIGIBILITY GUIDELINES: Food Bank will ensure that food products received from or through other agencies in furtherance of this agreement will be made available to those eligible persons as defined by the most recent eligibility guidelines established by the State of Texas and its responsible agencies. Food Bank will verify recipient income eligibility by either requiring proof of income or by self-certification that recipient(s) meets income guidelines.

RECORDS: Food Bank agrees to complete intake and assessment on eligible households and maintain all records for a period of three (3) years.

FITNESS FOR HUMAN CONSUMPTION: Food Bank accepts full responsibility for the purity and fitness for human consumption of any and all items distributed in its name or through other entities or agencies with which it may contract.

LIABILITY DISCLAIMER AND RELEASE AGREEMENT: Food Bank releases County and holds it free and harmless against all and any liabilities, damages, losses, claims, causes of action and lawsuits or equity obligations whatsoever arising out of or attributed to any distribution and use of foods.

ASSIGNMENT: Food Bank may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of County.

FISCAL FUNDING CLAUSE: 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. 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 Food Bank at the earliest possible time under the circumstances.

DEFAULT: Any violation or breach of the provisions herein may result in termination of this Agreement.

GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

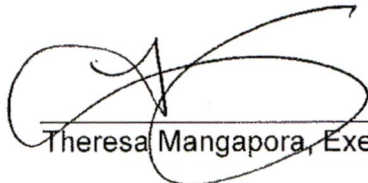
SEVERABILITY: In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

SIGNED this _____ day of _____, 2022.

BRAZOS COUNTY

BRAZOS VALLEY FOOD BANK, INC.

Duane Peters, County Judge



Theresa Mangapora, Executive Director

Date

9 / 19 / 22

Date

ATTEST:

Karen McQueen, County Clerk

Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

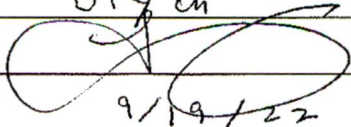
Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Brazos Valley Food Bank, Inc.

Authorized Company Representative: Theresa Menger

Address: 1501 Independence Avenue
Bryan TX 77803

Signature: 

Date: 9/19/22

Contract #: 23-038

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.

Brazos Valley Food Bank Inc
Bryan, TX United States

Certificate Number:
2022-935390

Date Filed:
09/19/2022

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.

23-038
Distribution of food to food insecure children and families in Brazos County

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.



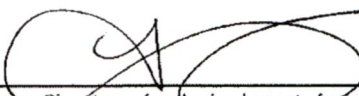
6 UNSWORN DECLARATION

My name is Theresa Menges, and my date of birth is 3/3/70.

My address is 3300 Triple Bend Circle College Station, TX, 77845, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of TX, on the 19 day of Sept, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)