

**FUNDING AGREEMENT  
BETWEEN BRAZOS COUNTY AND  
NEVER FORGET GARDEN VETERANS MEMORIAL**

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 the **NEVER FORGET GARDEN VETERANS MEMORIAL**, hereinafter referred to as ("Memorial") a non-profit organization dedicated to the improvement of Brazos County, and is effective October 1, 2022.

**RECITALS:**

**WHEREAS**, the Never Forget Garden Veterans Memorial provides a memorial for residents and non-residents of the County to have a dignified place of remembrance and recognition of service for the unknown soldiers that paid the ultimate price while fighting for our nation; and

**WHEREAS**, the Commissioners Court of Brazos County funds 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.

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

**AGREEMENT**

**1. FUNDING**

The Memorial will be funded by the County in the amount of \$ 10,000.00 ("Funds") for the term of this Agreement to be paid in quarterly installments.

**2. TERM OF AGREEMENT**

This Agreement shall be for a term of twelve (12) months commencing on the 1<sup>st</sup> day of October 2022 and terminating on the 30<sup>th</sup> day of September 2023.

**3. ACCOUNTING AND AUDIT**

The Memorial will provide, no later than March 31, 2023 and August 31, 2023, a detailed account of how the Funds were expended in comportment with this Agreement. The Memorial 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 the Memorial have not been expended in comportment with this

Agreement, this Agreement shall automatically terminate, and the Memorial may be required to return such Funds that were not properly expended. The Memorial 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 Memorial 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 Memorial 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 Memorial 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 Memorial 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 Memorial. 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 identify issues that might not otherwise require disclosure in the Memorial 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 Memorial.

#### 4. RECORD RETENTION

The Memorial 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 Memorial with funding.

#### 5. 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.

#### 6. INSURANCE

The parties hereto agree that the Memorial 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.

#### 7. COUNTY INVOLVEMENT



The County and the Memorial state that to the best of their knowledge, no officer, agent, or employee of the County who exercise 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.

#### 8. 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.

#### 9. 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:

Brazos County Commissioners Court  
200 S. Texas Ave., Ste. 310  
Bryan, Texas 77803

Never Forget Garden Veterans Memorial  
P.O. Box 443  
Wellborn, TX 77881-0443

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. ASSIGNABILITY

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

WITNESS OUR HANDS this 19 day of September 2022.

Never Forget Garden Veterans  
Memorial

Brazos County, Texas

By: Jane W. Cohen  
Name: Jane W. Cohen  
Title: Executive Committee Chair

By: \_\_\_\_\_  
Duane Peters, County Judge

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: Never Forget Garden Veterans Memorial

Authorized Company Representative: Jane W. Cohen, Executive Committee Chair

Address: P.O. Box 443

Well born, Tx 77881-0443

Signature: Jane W. Cohen

Date: Sept. 18, 2022

Contract #: 23-058



**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.**

Never Forget Garden Veterans Memorial  
 College Station, TX United States

Certificate Number:  
 2022-935198

Date Filed:  
 09/18/2022

Date Acknowledged:

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

Brazos County

**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.**

23-058

Never Forget Garden Veterans Memorial

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 Jane W. Cohen, and my date of birth is 12-16-1942.

My address is P.O. Box 443 (street), Wellborn (city), TX (state), 77881-0443 (zip code), US (country).

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

Executed in Brazos County, State of Tx, on the 18 day of Sept, 20 22.  
 (month) (year)

Jane W. Cohen  
 Signature of authorized agent of contracting business entity  
 (Declarant)