

**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

1.

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.

2.

County, for and in consideration of the services provided to County, hereby agrees to pay to ACBV a total payment of **\$10,000.00** ("Funds") for the year beginning **October 1, 2022** and ending **September 30, 2023**. Payment of such sum will be paid upon receipt of invoice.

3.

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.

4.

ACBV agrees to provide Brazos County Commissioners Court with a table at the Celebrate the Arts Event and shall recognize Brazos County as a sponsor of the event.

5.

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.

6. 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.

7. 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.

8. 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.

9.
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.

10.
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.

11.
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
4180 Highway 6 South
College Station, TX 77845

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

12.
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.

13.
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.

14.
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.

15.
ASSIGNABILITY

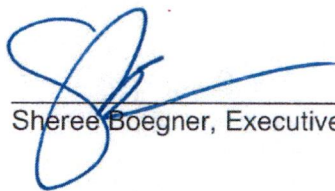
This Agreement is not assignable by the ACBV without the prior written consent of the County.

WITNESS OUR HANDS this _____ day of _____, 2022.

Arts Council of Brazos Valley, Inc.

Brazos County, Texas

By:

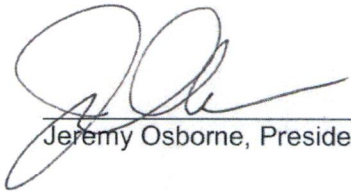


Sheree Boegner, Executive Director

By:

Duane Peters, County Judge

By:



Jeremy Osborne, President

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: The Arts Council of Brazos Valley

Authorized Company Representative: Sheree Boegner

Address: 4180 Hwy 6 South
College Station TX 77845

Signature: [Signature]

Date: September 21, 2022

Contract #: _____

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.

The Arts Council of Brazos Valley
College Station, TX United States

Certificate Number:
2022-938579

Date Filed:
09/27/2022

Date Acknowledged:

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

The Arts Council Brazos Valley

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.

23-037
Artistic Programming

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.

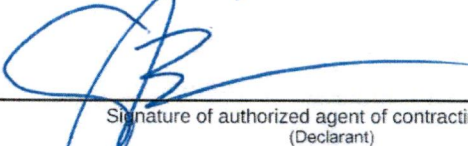


6 UNSWORN DECLARATION

My name is Sheree Boegner, and my date of birth is 11/16/1973.
My address is 1219 Glade St, 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 Texas, on the 27 day of September, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)