

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS VALLEY VETERANS MEMORIAL**

THIS AGREEMENT FOR THE FUNDING (“Agreement”) is made and entered into by and between BRAZOS VALLEY VETERANS MEMORIAL, 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 (“BVVM”), and Brazos County acting by and through its Commissioners Court, duly authorized to act, hereinafter referred to as (“County”).

RECITALS:

WHEREAS, BVVM provides a public art memorial for residents and non-residents of the County to have a dignified place of recognition for the service and sacrifices made while in the uniformed services of this great nation and also provides an educational venue to teach our children about those sacrifices; and

WHEREAS, the Commissioners Court of Brazos County finds 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; and

WHEREAS, such activity serves a public purpose.

NOW, THEREFORE, COUNTY and BVVM hereby agree as follows:

1.

BVVM through its funding and support shall operate and maintain a memorial for all veterans.

2.

County, for and in consideration of the services provided to County, hereby agrees to pay to BVVM a total payment of Thirty Thousand and No/100 Dollars, **\$30,000.00** (“Funds”) for the year beginning **October 1, 2025** and ending **September 30, 2026**. Payment of such sum will be

paid upon receipt of invoice and report on how funds were spent the previous year. **Invoice should be submitted to the accountspayable@brazoscountytexas.gov email address.**

3.

BVVM agrees to provide an annual account of how the Funds were spent to meet the above-described services. BVVM agrees to furnish any information requested by the County Auditor, including documentation of the use of funds received from the County.

4.

ACCOUNTING AND AUDIT

BVVM 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. BVVM 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. BVVM 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. BVVM 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 BVVM under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. 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 BVVM.

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

5.

RECORD RETENTION

The BVVM 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 BVVM 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.

6.
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.

7.
INSURANCE

The parties hereto agree that the BVVM 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.

8.
COUNTY INVOLVEMENT

The County and BVVM 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.

9.
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.

10.
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:

Brazos Valley Veterans Memorial
P.O. Box 11055
College Station, Texas 77842

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

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 Agreements, which are not fully expressed herein.

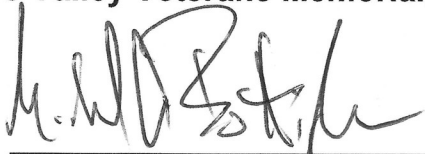
14.
ASSIGNABILITY

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

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Brazos Valley Veterans Memorial, Inc.

Brazos County, Texas

By: 
President

By: _____
Kyle Kacal, Acting County Judge

Name(print): MICHAEL A. BOTTIGLIER Date: _____

Date: 18 September 2025

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 2271:

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 2276 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.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos Valley Veterans Memorial

Authorized Company Representative: Michael Bottiglieri

Address: P.O. Box 11055

College Station, Tx 77842

Signature: Michael A. Bottiglieri

Date: 18 September 2025

Contract #: 26-022