

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
JUNCTION FIVE-O-FIVE**

THIS FUNDING AGREEMENT (“Agreement”) is entered into by and between Junction Five-O-Five (“Junction”), a Texas non-profit corporation, and Brazos County, Texas (“County”) a political subdivision of the State of Texas and is effective for all purposes as of October 1, 2025. (“Effective Date”).

WHEREAS, Brazos County, Texas acting by and through its duly elected Commissioners Court and Junction Five-O-Five, executed an Independent Contract Agreement dated November 17, 1992, for the establishment and management of recycling centers in Brazos County; and

WHEREAS, the County is authorized to expend general revenue funds for the purpose of public health and sanitation; and

WHEREAS, the County has determined it is in the interest of the public to support Junction through assistance with funding.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

A. Term of the Agreement

The term of this Agreement is for a period of one (1) year, which shall commence on October 1, 2025 and end on September 30, 2026 (the “Contract Term”). At the conclusion of the Contract Term, the Agreement may be renewed upon the agreement of all Parties for an additional term of one (1) year on the same terms and conditions as provided herein.

B. Obligations of Junction Five-O-Five

The obligation of Junction is to provide the County with recycling services for each of the following sites described below:

1. Site 1 located on Kathy Fleming Road
2. Site 2 located on FM 2038 S. (Copperhead Road)
3. Site 3 located on State Highway 30
4. Site 4 located on Raymond Stotzer Pkwy (FM 60)
5. Site 5 located on Mumford Road
6. Site 6 located on Silver Hill Road

C. Obligations of Brazos County

The County shall pay Junction in the sum of three thousand two hundred and ninety-nine dollars and forty cents (\$3,299.40) per month, per site for a total monthly sum of nineteen thousand seven hundred ninety six dollars and forty two cents (\$19,796.42) for services rendered by

Junction. **Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accounts payable@brazoscountytx.gov email address.**

D. Miscellaneous

1. Annual Approval. The obligations of Junction and the County under this Agreement are subject to annual approval by the governing bodies of each entity.
2. Term. This Agreement shall continue in force for one (1) year from the Effective Date.
3. Audit. No more frequently than once per calendar year, County shall have the right to inspect through its auditor, at Junction's sole expense, the records of the Junction Five-O-Five program on reasonable advance written notice and during Junction's regular business hours. Such records shall be maintained for a period of at least one (1) year from the date of creation of such record.
4. 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.
5. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in Junction Five-O-Five. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
6. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement and supersedes any prior understandings or written or oral agreements between the parties.
7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
8. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
9. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
10. Interpretation. The parties acknowledge that each has had the assistance of counsel in the review of this agreement, no one party is to be deemed the author of the agreement, and ambiguities shall not be resolved against any party. The caption headings of this Agreement are for reference only and shall not affect its interpretation. This Agreement is entered into for the exclusive benefit of the parties hereto and not for any other third parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies under this Agreement.

11. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.
12. Public Information Act. The parties acknowledge and agree that County may be subject to the Texas Government Code, Chapter 552, also known as the “Texas Public Information Act” (hereinafter “PIA”).
13. Governmental Immunity. This Agreement is expressly made subject to Brazos County’s governmental immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. Nothing in this Agreement is intended to benefit any third-party beneficiary.
14. Fiscal Funding Clause. Notwithstanding any provisions contained herein, 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. Any person or entity directly or indirectly employed by Junction shall have no right of action against the County in the event the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. 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 provide funds from a separate source or may terminate this Agreement by written notice to Junction at least thirty (30) days in advance of such termination.

EXECUTED this _____ day of _____, 2025.

BRAZOS COUNTY

JUNCTION FIVE-O-FIVE

Kyle Kacal, Acting County Judge



Jennifer Patridge, Director

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 for 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: Junction Five-0-Five

Authorized Company Representative: Jennifer Patridge

Address: 4410 College Main
Byron TX 77801

Signature: J Patridge

Date: 9/16/25

Contract #: 20-029

Junction Five-O-Five
Board of Directors
August 2025

Heath Poole – President
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