

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
KEEP BRAZOS BEAUTIFUL, INC.**

This Agreement for Funding is by and between Brazos County, hereinafter referred to as ("County") and KEEP BRAZOS BEAUTIFUL, Inc. hereinafter referred to as ("Keep Brazos Beautiful") a non-profit organization ("Agreement").

RECITALS

WHEREAS, Keep Brazos Beautiful is a volunteer environmental educational organization dedicated to contributing to the economic vitality, safety, health and quality of life in Brazos County through programs that educate and engage Brazos County citizens to keep our community clean, green, and beautiful, by preventing and cleaning up litter and illegal dump sites, recycling, minimizing waste, beautifying and improving their surroundings; and

WHEREAS, the Brazos County Commissioners Court is authorized to spend money from the County general revenues for public health and sanitation; and

WHEREAS, the prevention of public or private litter serves to improve the public health; and

WHEREAS, Keep Brazos Beautiful aids the County in accomplishing that purpose.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutual consideration recited and acknowledged herein, the parties agree as follows:

AGREEMENT

1. Keep Brazos Beautiful shall provide services to the County as follows:
 - A. Assist in educating area youth and adults in schools, museums, civic clubs, etc... on the importance of litter prevention, recycling, reuse, and buying recycled products, conservation of resources, the proper care and planting of trees and other plants, and other educational topics relevant to the mission of Keep Brazos Beautiful.
 - B. Maintain an online resource page to assist in teaching about a variety of environmental issues.
 - C. Provide positive environmental leadership and volunteer opportunities to Brazos County youth and adults.
 - D. A Keep Brazos Beautiful employee, chosen by Brazos County, may, at its discretion, serve on the Solid Waste Advisory Committee of the Brazos Valley Council of Governments to promote environmentally sound waste management practices in the Brazos Valley.
 - E. Perform an annual "Litter Index" survey of the County and provide the scores to the Commissioners' Court no later than October 31, 2025.
 - F. Organize volunteers to assist in cleaning litter and illegal dump sites each spring throughout County.

- G. Act as an information resource to citizens, law enforcement officials, prosecutors and the Commissioners Court about issues relating to litter and illegal dumping in Brazos County.
 - H. Promote the "Adopt a Road" and "Adopt a Highway" programs in the County.
 - I. Promote a "Memorial Trees Program" to plant trees in the County and assist in hosting an annual Arbor Day Celebration.
 - J. Plant wildflower seeds along public roadways in the County.
 - K. Educate the community on the need to recycle and to buy recycled products through the use displays, public speaking engagements, and the "Texas Recycle Day" events.
 - L. Act as a clearing house for information for area residents on recycling and provide information concerning Citizen Collection Stations in rural areas of the County as requested.
 - M. Assist in the publicity for the yearly Christmas tree and telephone book recycling as well as household hazardous waste collection events.
 - N. Provide positive reinforcement through a variety of award programs such as the Business and Residential Beautification Awards, Miller Youth Award, and Annual Environmental Awards.
 - O. Provide the calendar of events scheduled for the next fiscal year with the invoice.
2. The County, for and in consideration of the services provided to the County, hereby agrees to fund Keep Brazos Beautiful a total payment of **\$15,000.00**("Funds") for the year beginning **October 1, 2025 and ending September 30, 2026. Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytexas.gov email address.**
 3. This Agreement shall be for a term of twelve (12) months commencing on **the 1st day of October 2025** and terminating on the **30th day of September 2026**.
 4. Keep Brazos Beautiful 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. Keep Brazos Beautiful 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. Keep Brazos Beautiful 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. Keep Brazos Beautiful 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 Keep Brazos Beautiful under prior Agreements.
 5. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of Keep Brazos Beautiful. 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 Keep Brazos Beautiful 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 Keep Brazos Beautiful.

6. Annual financial statements (audited if available) are due to County within six (6) months of completion.
7. Keep Brazos Beautiful shall submit a financial statement to the County annually.
8. All notices required or permitted hereunder shall be in writing and addressed to the respective officer of the other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

COUNTY:
Brazos County,
c/o Commissioners Court
200 South Texas Avenue, Ste, 310
Bryan, Texas 77803

KEEP BRAZOS BEAUTIFUL, INC.:
1713 Broadmoor, Ste. 302
Bryan, Texas 77803

9. It is understood and agree that the County's participation in Keep Brazos Beautiful is limited to the contribution of funds. County, at no time, shall be liable or responsible for acts of Keep Brazos Beautiful, its agents, or employees. Keep Brazos Beautiful at no time shall be liable or responsible for acts of the County, its agents, or employees.
10. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate this Agreement will be given in writing at least thirty (30) days prior to the date of termination. The notice shall include the reason for such a termination, the effective date of the termination and, in the case of partial termination, the portion of the Agreement to be terminated.
11. 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.

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

BRAZOS COUNTY

ATTEST:

Kyle Kacal, Acting County Judge

Karen McQueen, County Clerk

Date: _____

KEEP BRAZOS BEAUTIFUL, INC.

John J. Burescia, Jr.
Board President(Print Name)


Signature

J. Brooke Arellano, Executive Director
Manager of Business Operations(Print Name)


Signature

Date: September 12, 2025

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: Keep Brazos Beautiful, Inc.

Authorized Company Representative: J. Brooke Arellano, Executive Director

Address: 1713 Broadmoor Drive. #302

Bryan, TX 77802

Signature: 

Date: September 12, 2025

Contract #: _____