

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS COUNTY HISTORICAL COMMISSION**

This is an Agreement for Funding ("Agreement") by and between Brazos County hereinafter referred to as ("County") and the BRAZOS COUNTY HISTORICAL COMMISSION, hereinafter referred to as ("BCHC") a commission dedicated to the improvement of Brazos County.

RECITALS

WHEREAS, County historical commissions are a vital link in Texas' preservation network. Few other states have a built-in mechanism that makes possible a preservation organization in every county;

WHEREAS, the BCHC has the statutory responsibility to initiate and conduct programs suggested by the Brazos County Commissioners' Court and the Texas Historical Commission ("THC").

WHEREAS, BCHC has worked co-operatively with the Brazos County Commissioners' Court, THC, local governments, local non-profit organizations, and individual citizens to preserve Brazos County's heritage for the use, education, enjoyment, and economic benefit of present and future generations in Brazos County.

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

AGREEMENT

1. BCHC Responsibilities

BCHC, shall provide services to the County as follows:

- A. Actively promote the interest in and appreciation of the rich history of Brazos County by encouraging individuals, organizations, businesses, and others to submit applications for historical markers for buildings, organizations, activities, individuals, sites of historical events, and other entities and events throughout Brazos County.
- B. Support other groups and events that have the same goal.

2. County Responsibilities

- A. BCHC shall be funded by the County in the amount of \$ 8,300.00 for the term of this Agreement. **Payment of such sum will be paid upon receipt of invoice. Invoice should be submitted to the accountspayable@brazoscountytexas.gov email address.**

- B. The 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.
- C. BCHC agrees that County or its designated representative shall have the right to review and to copy any records and supporting documents pertaining to the performance of this Agreement. BCHC 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. BCHC 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. BCHC 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 Brazos County provided funds to the BCHC under prior Agreements.
- D. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of BCHC. 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 BCHC 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 BCHC.
- E. Annual financial statements (audited if available) are due to County within six (6) months of completion.

3. General Provisions:

- A. 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 S. Texas Avenue, Suite 310
Bryan, Texas 77803

BCHC
Henry Mayo
Chairman
P.O. Box 9169
College Station, Texas 77842-9169

- B. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate the 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.

- C. 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.
- D. 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.

SIGNED this twelfth day of September 2025.

BRAZOS COUNTY HISTORICAL COMMISSION

By: 
Henry Mayo, Chairman

BRAZOS COUNTY

By: _____
Kyle Kacal, Acting County Judge

ATTEST:

By: _____
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 COUNTY HISTORICAL COMMISSION

Authorized Company Representative: HENRY MAYO, CHAIRMAN

Address: P.O. Box 9169
COLLEGE STATION, TX 77842-9169

Signature: 

Date: 9-12-2025

Contract #: 26-016