

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS VALLEY THIN BLUE LINE
FOUNDATION**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and the **Brazos Valley Thin Blue Line Foundation** (hereinafter "BVTBLF"), located in Bryan, Texas, and is effective October 1, 2025.

RECITALS

WHEREAS BVTBLF serves all seven counties of the Brazos Valley (Brazos, Burleson, Grimes, Leon, Madison, Robertson, and Washington).

WHEREAS BVTBLF is a source of financial assistance to First Responders who have suffered a catastrophic illness, injury, or property disaster; and

WHEREAS the BVTBLF shares this common goal with the County; and

WHEREAS, the County desires to assist BVTBLF in their efforts to support active, reserve, and volunteer First Responders of the Brazos Valley including, their spouses and at-home dependent children.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

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.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

USE OF COUNTY FUNDS

Funds to be furnished to BVTBLF as stated herein be used to offset operational expenses of the BVTBLF, including to help offset salary and benefits, rent, telephone expenses, and office supplies.

COUNTY'S LIABILITY FOR PAYMENT

The County, for and in consideration of the services provided to County, hereby agrees to pay BVTBLF a total payment of **Five Thousand Dollars (\$5,000.00)** ("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 shall be remitted to the accountspayable@brazoscountytexas.gov email address.**

RESPONSIBILITIES OF BVTBLF

BVTBLF will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to any and all inquiries by the County.
5. BVTBLF agrees that the 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. BVTBLF 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. BVTBLF 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. BVTBLF agrees that the 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 the County provided funds to the BVTBLF 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 BVTBLF.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the BVTBLF. 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 BVTBLF's 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 BVTBLF.

7. BVTBLF will provide the County with any and all certified audits conducted by BVTBLF, and the management letter prepared in connection therewith;
8. BVTBLF will provide the Commissioners Court on February 28, 2026 and August 31, 2026 with statistics evidencing the following for the six months prior to the due date.
 - a. The number of First Responders that have applied for funding
 - b. The number of First Responders that have received funding broken down by the following:
 - i. Type of Responder (Fire, EMS, Law Enforcement) by
 1. Agency Name and City/County
 - ii. State if First Responder is active, retired or reserved
 - c. Amount requested and amount issued

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the BVTBLF's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the BVTBLF.

RECORD RETENTION

The BVTBLF shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The BVTBLF agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and, subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the BVTBLF with Funds. 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.

DISCRIMINATION

The BVTBLF shall not discriminate against any employee or applicant for

employment because of race, color, sex, or national origin. The BVTBLF shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The BVTBLF agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

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, omission, or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the BVTBLF shall be an independent contractor and not an 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 contracted for herein.

COUNTY INVOLVEMENT

The County and BVTBLF 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.

GOVERNING LAW

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.

TERMINATION

BVTBLF or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination BVTBLF agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

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 Thin Blue Line Foundation
P.O. Box 3531
Bryan, TX 77802

Brazos County Commissioners
Court County Administration
Building
200 So. Texas Ave., Suite 310
Bryan, Texas 77803

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.

SEVERABILITY

In the event that any provisions or portion of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties 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 Agreement, which are not fully expressed herein.

ASSIGNABILITY

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

Brazos County

Brazos Valley Thin Blue Line Foundation



Kyle Kacal, Acting County Judge

Timothy Bryan, Executive Director

Date

September 24, 2025
Date

ATTEST:

Karen McQueen, County Clerk