

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
SALVATION ARMY**

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 **SALVATION ARMY** (hereinafter "Agency"), located in Bryan, Texas, and is effective October 1, 2025.

RECITALS

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

WHEREAS, AGENCY provides disaster relief services and assistance in preventing homelessness to those in need through a food pantry, clothing vouchers, rental assistance, and utility assistance, and;

WHEREAS, the short term and long term goals of AGENCY include expanding the Pathway of Hope program to assist more families in ending the cycle of poverty and becoming self-sufficient members of society, and;

WHEREAS, the County shares this common goal and desires to assist the Salvation Army in its efforts.

WHEREAS, the County is responsible for declaring and responding to disasters when they occur:

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

AGREEMENT

I. 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.

II. CANCELLATION

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

III. USE OF COUNTY FUNDS

Funds to be furnished to AGENCY as stated herein be used to offset operational costs of social service programs for rental assistance, utility assistance, food pantry and educational expenses.

IV. COUNTY'S LIABILITY FOR PAYMENT

The County, for and in consideration of the services provided to County, hereby agrees to pay AGENCY a total payment of **Twenty-Five Thousand Dollars (\$25,000.00)** ("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.**

V. RESPONSIBILITIES OF AGENCY

AGENCY 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. AGENCY 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. AGENCY 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. AGENCY 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. AGENCY 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 AGENCY 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 AGENCY.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the AGENCY. 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 AGENCY'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 AGENCY.

7. AGENCY will provide the County with any and all certified audits conducted by AGENCY, and the management letter prepared in connection therewith;
8. AGENCY will provide the Commissioners Court with annual and quarterly statistics evidencing the number of Brazos County residents using the AGENCY's Services at the end of each calendar quarter.

VI. RESPONSIBILITY OF COUNTY

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

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

VII. RECORD RETENTION

The AGENCY shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The AGENCY 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 AGENCY 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.

VIII. DISCRIMINATION

The AGENCY shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The AGENCY 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

AGENCY agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

IX. 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.

X. INSURANCE

The parties hereto agree that the AGENCY 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.

XI. COUNTY INVOLVEMENT

The County and AGENCY 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.

XII. 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.

XIII. TERMINATION

AGENCY 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 AGENCY agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

XIV. 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 to the other party at the following addresses:

Salvation Army
2506 Cavitt Ave.
Bryan, Texas 77801

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. ASSIGNABILITY

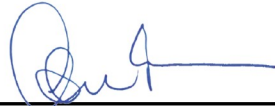
This Agreement is not assignable by the AGENCY without the prior written consent of the County.

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

Brazos County

Salvation Army

Kyle Kacal, Acting County Judge



**Lt. Colonel Art Penhale, Texas
Divisional Commander**

Date

9/22/25

Date

ATTEST:

Karen McQueen, County Clerk