

STATE OF TEXAS     §  
                                  §  
COUNTY OF WEBB   §

**Third Party Funding Agreement  
By and Between  
Webb County, Texas  
and  
Holding Institute**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through its County Judge, as authorized by its Commissioners Court, (hereinafter referred to as "County") and the **Holding Institute**, a non-profit corporation, acting by and through Mr. Michael A. Smith its Executive Director.

The parties do agree and contract as follows:

**ARTICLE 1  
SCOPE OF SERVICES**

Holding Institute, covenants and agrees to provide the services set forth in the attached Exhibit "A" incorporated herein by reference as if set out in full during Webb County's fiscal year, being October 1, 2019 through September 30, 2020.

**ARTICLE 2  
PERSONNEL AND EQUIPMENT**

Holding Institute, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, Holding Institute, shall provide all necessary equipment, supplies, vehicles, utilities and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

**ARTICLE 3  
REPORT TO COUNTY**

Holding Institute, shall submit a detailed annual report to the **County Auditor** with copy of same to the **County Treasurer**, which shall identify the services delivered and expenses incurred under this agreement. Said report shall be submitted to the County no later than September 30, 2020.

**ARTICLE 4  
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2019 and ending September 30, 2020.

**ARTICLE 5  
COMPENSATION**

County shall fund Holding Institute, a total of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) for its services under this agreement, payable within fifteen (15) days of the Commissioners Court approval of this contract.

It is expressly understood and agreed by the parties hereto that the TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) is subject to the availability of funds. This TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary. It is expressly agreed that **absolutely none of the funds granted by this agreement shall be used for any payroll expenses, employee wages, benefits and or salaries** and failure to comply with this provision is a material breach of this contract and may obligate Holding Institute to repay funds and/or disqualify Holding Institute from applying for this grant in the future.

**ARTICLE 6  
NON-ASSIGNABILITY**

Holding Institute, shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

**ARTICLE 7  
ACCESS BY COUNTY TO RECORDS**

Holding Institute expressly agrees to maintain complete and accurate financial records of expenditures made by Holding Institute and as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners Court, County Auditor of their designees, for inspection and review. Additionally, Holding Institute shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the Holding Institute performance under this contract. All such required records shall be clearly identified and readily accessible to the County for three (3) years after final payment under this contract, or after termination of this contract, whichever is later.

**ARTICLE 8  
COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County at any time on 30 days written notice to Holding Institute

**ARTICLE 9  
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Holding Institute whether written or oral.

**ARTICLE 10  
NON-DISCRIMINATION**

Holding Institute shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11  
INDEMNIFICATION**

Holding Institute shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

**ARTICLE 12  
NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid as follows:

To County: County Judge/Chief Executive Administrator  
1000 Houston St., 3<sup>rd</sup> Floor  
Laredo, Texas 78040

and General Counsel  
1000 Houston Street, 2<sup>nd</sup> Floor  
Laredo, Texas 78040

To: Holding Institute  
Mr. Michael A. Smith  
Executive Director  
1102 Santa Maria Ave.  
Laredo, Texas 78040

**ARTICLE 13  
INCONSISTENCIES**

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

**ARTICLE 14  
SEVERABILITY**

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 15  
LAW OF TEXAS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

**ARTICLE 16  
AMENDMENT**

No changes to this Agreement shall be made except upon written agreement of both parties.

**ARTICLE 17  
HEADINGS**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**ARTICLE 18  
WAIVER**

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 19  
COUNTERPARTS**

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

**ARTICLE 20  
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Signed in duplicate originals, both of equal force, on this the \_\_\_\_\_ day of October, 2019.

**COUNTY OF WEBB**

**Holding Institute**

\_\_\_\_\_  
Honorable Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Michael A. Smith  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Honorable Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nathan R. Bratton  
Webb County Civil Legal Division Director\*

\*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

