

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Kidney Foundation of Laredo**

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 **Kidney Foundation of Laredo**, a non-profit corporation, acting by and through Ms. Patricia Argais its President.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Kidney Foundation of Laredo, 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**

Kidney Foundation of Laredo, 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, Kidney Foundation of Laredo, 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**

Kidney Foundation of Laredo, 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 Kidney Foundation of Laredo, a total of TEN THOUSAND DOLLARS (\$10,000.00) 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 TEN THOUSAND DOLLARS (\$10,000.00) is subject to the availability of funds. This TEN THOUSAND DOLLARS (\$10,000.00) 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 Kidney Foundation of Laredo to repay funds and/or disqualify Kidney Foundation of Laredo from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Kidney Foundation of Laredo, 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**

Kidney Foundation of Laredo expressly agrees to maintain complete and accurate financial records of expenditures made by Kidney Foundation of Laredo 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, Kidney Foundation of Laredo 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 Kidney Foundation of Laredo 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 Kidney Foundation of Laredo

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Kidney Foundation of Laredo whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Kidney Foundation of Laredo shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Kidney Foundation of Laredo 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., 3rd Floor
Laredo, Texas 78040

and General Counsel
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

To: Kidney Foundation of Laredo
Ms. Patricia Argais
President
PO Box 440313
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

Kidney Foundation of Laredo

Honorable Tano E. Tijerina
Webb County Judge

Patricia Argais
President

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).

