

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Funding Agreement
By and Between
Webb County, Texas
and
Rio Grande International Study Center**

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 **RGISC, Inc.**, a non-profit Texas corporation (hereinafter referred to as RGISC), acting by and through Ms. Tricia Cortez, its Executive Director.

Whereas, in August of this year, the U.S. Environmental Protection Agency announced plans to “engage and inform” nearly two dozen communities across the country where air pollution from commercial sterilizer plants has significantly increased lifetime cancer risks for nearby residents; and

Whereas, Laredo, Webb County is one of the communities notified by the U.S. Environmental Protection Agency of the use of a toxic chemical known as ethylene oxide by commercial sterilizer plants; and

Whereas, ethylene oxide is a potent air toxic posing serious health risks with long-term exposure; and

Whereas, RGISC has urged the EPA on Wednesday conduct fence- line air monitoring in neighborhoods and schools that are affected by ethylene oxide emissions without result; and

Whereas, RISC is willing to conduct air monitoring but its resources have exceeded capacity; and

Whereas, the Webb County Commissioners Court finds it in the best interests of the public health, safety and welfare to assist RGISC in the air monitoring.

NOW THEREFORE, the parties agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

RGISC, covenants and agrees to provide the following services:

Obtain air samples throughout Webb County in order to determine concentrations of ethylene oxide (EtO) utilizing EPA approved Method TO-15 (that can measure in parts per million), but also to incorporate a Fourier Transform Infrared (FTIR) analyzer (that can measure in parts per million, given the toxicity of EtO in such small amounts). An FTIR is a powerful gas measurement technology for simultaneous measurements of multiple gases. It has the ability to detect and measure almost any gas and is widely used for emissions monitoring. The \$35,000 will be used exclusively to offset the costs associated with hiring Bartley Air Integrity Resources (BAIR) or other entity qualified to perform such analysis and includes travel and lodging costs, collection of air sampling, lab instrumentation (including calibration and maintenance), laboratory fees, and a final report with findings.

ARTICLE 2 PERSONNEL AND EQUIPMENT

RGISC, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services. In addition, RGISC, 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

RGISC, shall submit a detailed 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, 2023.

ARTICLE 4 DURATION OF CONTRACT

This agreement shall be in effect for 12 months beginning September 26, 2022 and ending September 30, 2023. Funds remaining unused after September 30, 2023 shall be returned to County.

ARTICLE 5 COMPENSATION

County shall fund RGISC, a total of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) for its services under this agreement, payable within fifteen (15) days from the date on which the last person signing the agreement makes it fully executed.

It is expressly understood and agreed by the parties hereto that the THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) is subject to the availability of funds. This THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred 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.

**ARTICLE 6
NON-ASSIGNABILITY**

RGISC, 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**

RGISC expressly agrees to maintain complete and accurate financial records of expenditures made by RGISC 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 or their designees, for inspection and review. Additionally, RGISC 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 RGISC 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 RGISC.

**ARTICLE 9
ENTIRE AGREEMENT**

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

**ARTICLE 10
NON-DISCRIMINATION**

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

**ARTICLE 11
INDEMNIFICATION**

RGISC 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
1000 Houston St., 3rd Floor
Laredo, Texas 78040

and

Leroy Medford
Commissioners Court Administrator
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

To:

Ms. Tricia Cortez
Executive Director
Rio Grande International Study Center
1 West End Wasington St., Bldg. P-11
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.

**ARTICLE 21
IMMUNITY**

Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

**ARTICLE 22
NO RIGHTS CREATED**

This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

County of Webb

Rio Grande International Study Center

Honorable Tano E. Tijerina
Webb County Judge

Tricia Cortez
Executive Director

Date: _____

Date: _____

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).