

STATE OF TEXAS §
COUNTY OF WEBB §

MARGIE R. IBARRA
COUNTY CLERK
FILED

2021 SEP -3 PM 3: 55

WEBB COUNTY, TEXAS

BY ReH DEPUTY

**Emergency 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.

Whereas, there exists a state of emergency within the City of Laredo and the unincorporated areas of Webb County due to the COVID – 19 and Delta Variant; and

Whereas, Webb County has experienced the organized transportation of large numbers of individuals (refugees, immigrants and/or migrants, a significant portion of whom are unvaccinated, untested for the COVID -19 virus and COVID positive) who have been apprehended from outside Webb County and are transported into Webb County by bus and/or van for the purpose of processing and release into the community; and

Whereas, local resources and services available in Webb County (including those resources provided by the county, the city and non-governmental organizations [NGOs]) to address the unanticipated influx of these individuals has overwhelmed local resources and services to the extent that they can no longer adequately feed, house, provide medical attention or otherwise accommodate these individuals entering Webb County; and

Whereas, Holding Institute is an NGO that provides services to individuals who are being processed through Laredo and Webb County by the Federal Government thus preventing homelessness and the spread of COVID-19 throughout the community thereby reducing the incidence of homelessness and reducing the spread of COVID 19 throughout the community ; and

Whereas, Holding Institute’s resources have exceeded capacity; and

Whereas, the Webb County Commissioners Court finds it in the best interests of the public to assist Holding Institute.

NOW THEREFORE, the parties 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.

**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. 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 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 August 24, 2022.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning August 25, 2021 and ending August 24, 2022. Funds remaining unused after August 24, 2022 shall be returned to County.

**ARTICLE 5
COMPENSATION**

County shall fund Holding Institute, a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) is subject to the availability of funds. This ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) 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. Funds granted hereunder shall be used exclusively for secular purposes and services to be provided within Webb County-City of Laredo only.

**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., 3rd Floor
Laredo, Texas 78040

and Leroy Medford
Commissioners Court Administrator
1000 Houston Street, 2nd 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.

COUNTY OF WEBB

Holding Institute



Honorable Tano E. Tijerina
Webb County Judge

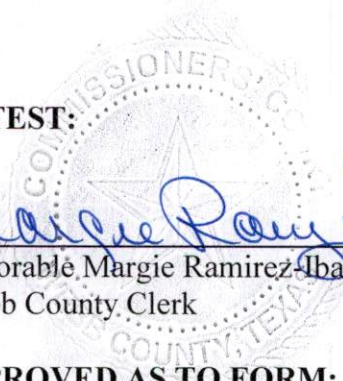
Date: 8/24/21



Michael A. Smith
Executive Director

Date: 8-27-21

ATTEST:



Margie Ramirez Ibarra

Honorable Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Nathan R. Bratton

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).

Exhibit A
Webb County – Holding Institute
Emergency Funding Agreement
Scope of Services

Holding Institute will allocate funds for use in Laredo-Webb County as follows:

- 40% towards -- operational expenses (facilities improvement, maintenance, independent contractual services)
- 60% towards -- programmatic expenses (health, security, and hygiene)

Funds will be used as described above towards Covid related supportive services at Holding Institute's shelter site. Services are delivered on the basis of presenting need.