

STATE OF TEXAS §
COUNTY OF WEBB §

MARGIE R. IBARRA
COUNTY CLERK
FILED

2021 SEP -3 PM 3: 55

WEBB COUNTY, TEXAS

BY REH DEPUTY

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
The Sisters of Mercy, Laredo Texas**

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 **Sisters of Mercy, Laredo, Texas**, a non-profit eleemosynary organization, acting by and through Sister Rosemary Welsh, RSM, its Representative.

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, Sisters of Mercy 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, Sisters of Mercy’s resources have exceeded capacity; and

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

NOW THEREFORE, the parties agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

The Sisters of Mercy, covenant 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**

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

Sisters of Mercy, 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 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 Sisters of Mercy, a total of TWENTY-FIVE THOUSAN DOLLARS (\$25,000.00) 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 TWENTY-FIVE THOUSAN DOLLARS (\$25,000.00) is subject to the availability of funds. This TWENTY-FIVE THOUSAN DOLLARS (\$25,000.00) 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. 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**

Sisters of Mercy, 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**

Sisters of Mercy expressly agrees to maintain complete and accurate financial records of expenditures made by Sisters of Mercy 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, Sisters of Mercy 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 Sisters of Mercy 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 Sisters of Mercy

**ARTICLE 9
ENTIRE AGREEMENT**

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

**ARTICLE 10
NON-DISCRIMINATION**

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

**ARTICLE 11
INDEMNIFICATION**

Sisters of Mercy 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: Sisters of Mercy
Sister Rosemary Welsh, RSM, RN
2905 Montgomery Street
Laredo, Texas 78046

**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.

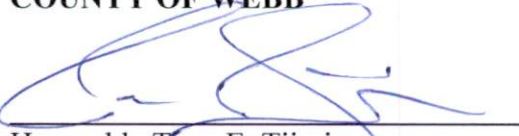
**ARTICLE 20
TERMINOLOGY AND DEFINITIONS**

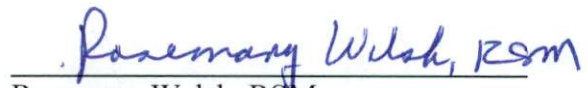
All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Signed in duplicate originals, both of equal force, on this the 15th day of September, 2021.

COUNTY OF WEBB

Sisters of Mercy


Honorable Tano E. Tijerina
Webb County Judge


Rosemary Welsh, RSM
Representative

Date: 8/31/2021

Date: 9-01-21

ATTEST:



Margie Ramirez Barra

Honorable Margie Ramirez Barra
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"
Scope of Services
Webb County – Sisters of Mercy Emergency Funding Agreement

Funds will be expended on efforts to lighten the burden of persons who arrive in our community seeking asylum in the United States in a manner that is respectful, dignified, and Christian.

- To purchase essential articles of clothing, e.g., underwear, shoes, and toilet articles, for migrant men, women, and children
- To purchase backpack for migrant families
- To purchase nonperishable snack items for migrant families traveling out of Laredo
- To purchase pallets of bottled water as needed
- To assist Catholic Charities – Diocese of Laredo and Holding Institute, the two local host agencies offering hospitality to migrant asylum seekers, with other migrant related needs that may arise