

MARGIE R. IBARRA
COUNTY CLERK
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STATE OF TEXAS §
§
COUNTY OF WEBB §

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WEBB COUNTY, TEXAS

BY REH DEPUTY

**Third Party 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 **Rio Grande International Study Center**, a Texas Non-Profit Corporation - 501(c)(3), acting by and through Ms. Tricia Cortez its Executive Director.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Rio Grande International Study Center, 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, 2021 through September 30, 2022.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

Rio Grande International Study Center, 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, Rio Grande International Study Center, 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**

Rio Grande International Study Center, 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, 2021.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2021 and ending September 30, 2022.

**ARTICLE 5
COMPENSATION**

County shall fund Rio Grande International Study Center, 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 Rio Grande International Study Center to repay funds and/or disqualify Rio Grande International Study Center from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Rio Grande International Study Center, 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**

Rio Grande International Study Center expressly agrees to maintain complete and accurate financial records of expenditures made by Rio Grande International Study Center 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, Rio Grande International Study Center 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 Rio Grande International Study Center 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 Rio Grande International Study Center and any remaining funds shall be returned.

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Rio Grande International Study Center whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Rio Grande International Study Center shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Rio Grande International Study Center 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

To: Rio Grande International Study Center
Ms. Tricia Cortez
Executive Director
1 West End Washington Street, 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.

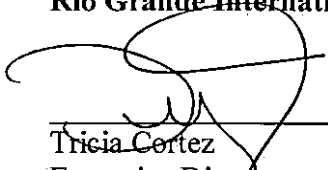
2 Signed in duplicate originals, both of equal force, on this the 10th January day of ~~December~~, 2021.

COUNTY OF WEBB

Rio Grande International Study Center

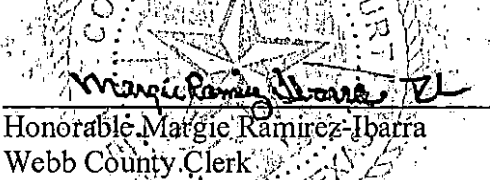



Honorable Tano E. Tijerina
Webb County Judge



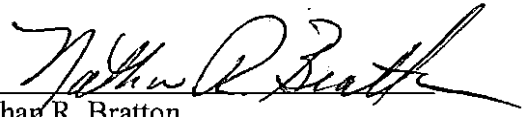
Tricia Cortez
Executive Director

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).

Section 3+ 4- Goals and Objectives Program

Program	Goal	Objective	Workload Measure
<p>1 Watershed Restoration Planning for Laredo and Affected Stakeholders</p>	<p>Achieve greater water security by developing a scientifically grounded, data-driven watershed management plan under an adaptive management framework for watershed restoration in the San Ambrosia-Santa Isabel Watershed of the Rio Grande.</p> <p>Develop relationships with affected stakeholders and river experts to establish a watershed restoration plan that increases flooding and drought resilience and wildlife habitat, and better prepares the region for current and future impacts of climate change.</p>	<p>Obtain software technology required to conduct mapping and other technical analysis to formulate a watershed restoration plan.</p> <p>Survey watershed group stakeholders to gain an idea of restoration projects that would improve the watershed.</p> <p>Work with watershed group stakeholders, including landowners, government agencies, and nonprofits to determine how the watershed can be improved.</p> <p>Review watershed-specific best management practices established by government agencies, as well as academic experts and relevant nonprofits.</p> <p>Develop general watershed management project concepts and funding estimates to prioritize restoration projects.</p>	<p>In Phase I, RGISC plans to synthesize information from available research; purchase GIS mapping software; and conduct at least 50 one-on-one interviews with relevant stakeholders, clearly delineating watershed restoration objectives and needs.</p> <p>In Phase II, RGISC will host a series of at least 3 meetings for stakeholders to collaboratively review the synthesis information and identify and prioritize watershed management projects.</p> <p>In Phase III, RGISC will produce a summary report available to project participants and the public detailing key objectives and priority projects for the watershed</p>
<p>2 27th Dia del Rio Celebration: Work Day at the Paso del Indio Nature Trail</p>	<p>Beautify and clean Laredo's oldest nature trail for the benefit of humans and wildlife</p>	<p>and plant native plants, seeds, and flowers on this annual trail work day. Be able to carry out this event since it was canceled in 2020.</p>	<p>Draw in 400 volunteers from different age groups; mulch 2 acres of trail; build 20 bird feeders; and plant 30 native shrubs and plants.</p>

<p>27th Dia del Rio Celebration: Loving Laredo Paddle (guided community paddle on the river)</p> <p>3</p>	<p>Increase outdoor opportunities for Laredoans to enjoy the river as a recreational asset.</p>	<p>Carry out a Community Paddle on the River for novice and experienced paddlers - with kayaks, life vests and paddles provided - as well as first responders. Be able to carry out this event since it was canceled in 2020.</p>	<p>Attract 60 paddlers of varying ages. Obtain assistance from technical rescue teams from Laredo Fire Department and Sheriff's Department and/or U.S. Border Patrol.</p>
<p>12th Rio Research Roundup</p> <p>4</p>	<p>Increase awareness among students and teachers about the interconnectedness of our river basin and its importance as a primary source of drinking water; and how its fragile ecosystem is impacted by factors that include human interventions.</p>	<p>Carry out a binational student water testing project, and provide each team with a water testing kit and teaching materials, for an October field trip. Request that students submit: data, artwork, short videos, social media human stories, informal community surveys.</p>	<p>Have at least 300 students and teachers from Laredo and Webb County participate; and achieve 100% participation from all Laredo/Webb middle and high schools: public and private.</p>
<p>10th Birds of the Brush Art Contest</p> <p>5</p>	<p>Create greater awareness and appreciation among local youth and artists about the hundreds of species of prized birds that can be observed in our region ("birdiest" corridor in North America) and foster deeper appreciation for the natural world.</p>	<p>Organize art contest to allow contestants to study and paint/draw local or migratory bird species. Conduct outreach with all area schools, and private studios. Provide young children an opportunity to learn how to identify some of these birds by sight.</p>	<p>Increase art submissions by 10% from 2019 for the 2021 art contest.</p>

	<p>Monthly river monitoring</p>	<p>Maintain and improve water quality and supply to sustainably meet the needs of natural and human communities; and create greater awareness among the community about the status of the river's health.</p>	<p>Carry out monthly field-based monitoring and data collection on various water quality parameters on the Rio Grande through the Texas Clean Rivers Program and the International Boundary and Water Commission. Use the data to help craft message for PSAs listed above.</p>	<p>Conduct river monitoring at several of the seven Laredo river sites that RGISC monitors on behalf of state and federal entities, each month.</p>
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