

STATE OF TEXAS §
 §
COUNTY OF WEBB §

MARGIE R IBARRA
COUNTY CLERK
FILED
2022 NOV -8 PM 4: 04
WEBB COUNTY, TEXAS
BY All DEPUTY

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Habitat for Humanity of Laredo, Inc.**

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 **Habitat for Humanity of Laredo, Inc.**, a Texas Non-Profit Corporation - 501(c)(3), acting by and through Ms. Carol Sherwood its Executive Director.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Habitat for Humanity of Laredo, Inc., 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, 2022 through September 30, 2023.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

Habitat for Humanity of Laredo, Inc., 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, Habitat for Humanity of Laredo, Inc., 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**

Habitat for Humanity of Laredo, Inc., shall submit a detailed annual report to the **Webb County Auditor** with copy of same to the **Webb 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, 2022.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2022 and ending September 30, 2023.

**ARTICLE 5
COMPENSATION**

County shall fund Habitat for Humanity of Laredo, Inc., a total of FIFTEEN THOUSAND DOLLARS (\$15,000.00) 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 FIFTEEN THOUSAND DOLLARS (\$15,000.00) is subject to the availability of funds. This FIFTEEN THOUSAND DOLLARS (\$15,000.00) 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 Habitat for Humanity of Laredo, Inc. to repay funds and/or disqualify Habitat for Humanity of Laredo, Inc. from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Habitat for Humanity of Laredo, Inc., 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**

Habitat for Humanity of Laredo, Inc. expressly agrees to maintain complete and accurate financial records of expenditures made by Habitat for Humanity of Laredo, Inc. 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, Habitat for Humanity of Laredo, Inc. 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 Habitat for Humanity of Laredo, Inc. 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 Habitat for Humanity of Laredo, Inc. and any remaining funds shall be returned.

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Habitat for Humanity of Laredo, Inc. whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Habitat for Humanity of Laredo, Inc. shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Habitat for Humanity of Laredo, Inc. 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: Habitat for Humanity of Laredo, Inc.
Ms. Carol Sherwood
Executive Director
4703 Warehouse Lane
Laredo, Texas 78041

**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**

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**

Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

**ARTICLE 23
INCORPORATION OF RECITALS AND EXHIBITS**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.

**ARTICLE 24
EFFECTIVE DATE**

This agreement is effective as of the October 1, 2022, even if any signatures are made after that date.

COUNTY OF WEBB



Honorable Tano E. Tijerina
Webb County Judge

Habitat for Humanity of Laredo, Inc.

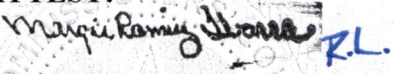


Carol Sherwood
Executive Director

Date: 10/11/2022

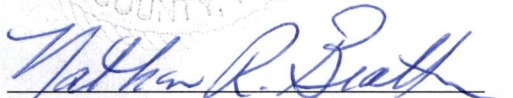
Date: _____

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).

Programs/Services Provided

Program Name

Description of Services to be provided

Habitat for Humanity Habitat for Humanity will construct and/or remodel 16 homes for qualified low-income families (35% to 80% of area median income) Webb County, Texas. Habitat will train 10 AmeriCorps member and/or volunteers to become construction leadership for volunteer builders and homeowners. Building in partnership with selected families who are required to provide 500 hours of "sweat equity" in the building of their homes, HFH volunteers will provide labor with the supervision of Construction crew leaders. Habitat volunteers will also provide mentoring services in areas of budget, credit, education, and other life skills necessary for the new homeowners to become successful in providing for their families. Annual goals for the organization include empowering volunteers with skills that are both marketable that will help them make improvements on their own homes. Revitalization of neighborhoods is expected to increase during this fiscal year. The Veterans Program will continue to provide critical home repairs for a minimum of five (5) homes for qualified veterans. Disaster and critical home repairs will continue providing a needed service in the community that is not necessarily available from other agencies.

A Brush with Kindness This program is designed to help revitalize neighborhoods and includes disaster rebuilding services in Webb County, Texas. Understanding that there are limited resources within a low income family, volunteers will identify and assist by doing minor repairs on the outside of homes, paint, provide ramps as necessary and assist with general landscaping improvements. Part of the program is designed to improve the aesthetics of targeted properties with the expectation that neighbors will also want to improve their homes. This program provides an opportunity for younger volunteers to become involved in helping others. Rebuilding and repairing homes that have been damaged by storms and floods is a part of this program. Volunteers who have been trained in the construction field will lead this program.

Aging in Place/Veterans Aging in Place is an innovative program that allows individuals who have specific health challenges remain in their homes rather than live in nursing facilities. Trained construction volunteers assist in providing ramps, widening of doors and other obstructions to allow individuals and their caregivers the flexibility needed to be as mobile as possible. This program will also include funding to assist five (5) qualified veterans with needed home repairs.

Construction Trades Training Habitat for Humanity teaches basic construction techniques, proper use of tools and safety training (OSHA) to all homeowners and volunteers who participate in the building & repair of homes for low income families. Empowering volunteers also provides them with marketable

construction skills and volunteers learn how to improve and maintain their own homes.

Family Support Services

Success of new Habitat homeowners oftentimes depends on their ability to understand the importance of managing their credit by budgeting and setting financial goals. Mentorship and educational opportunities are offered to all members of their family from the time that they are approved for Habitat homeownership until they are no longer necessary. Current homeowners often provide mentorship for the new homeowners. This critical part of the Habitat for Humanity program has been extremely successful. There have been no forced foreclosures in 26 years. Many adults return to school learning to speak, read and write in English, obtain their high school AND graduate from college. Several Habitat homeowners have obtained their masters degrees.

Faith Based Housing Coalition

Habitat Laredo is a faith based organization and works with all denominations to provide service and volunteer opportunities. Habitat also partners with those organizations to provide building materials, furniture and expertise in building projects that are led by churches and mission groups. Faith based partners also provide housing and food for out of town collegiate and mission groups who come to assist with building projects in Webb County, Texas.