

MARGIE R IBARRA
COUNTY CLERK
FILED

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WEBB COUNTY, TEXAS

BY R.L. DEPUTY

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
RGISC, Inc. (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 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**

RGISC, 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**

RGISC, 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, RGISC, 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**

RGISC, 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 RGISC, Inc., 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 RGISC, Inc. to repay funds and/or disqualify RGISC, Inc. from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

RGISC, 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**

RGISC, Inc. expressly agrees to maintain complete and accurate financial records of expenditures made by RGISC, 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 or their designees, for inspection and review. Additionally, RGISC, 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 RGISC, 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 RGISC, Inc. and any remaining funds shall be returned.

**ARTICLE 9
ENTIRE AGREEMENT**

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

**ARTICLE 10
NON-DISCRIMINATION**

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

**ARTICLE 11
INDEMNIFICATION**

RGISC, 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: RGISC, Inc.
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.

**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.

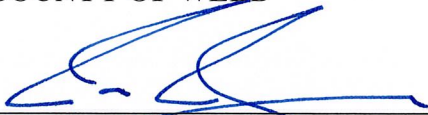
**ARTICLE 23
INCORPORATION OF RECITALS AND EXHIBITS**

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**

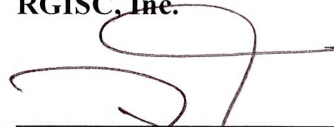
This agreement is effective as of the October 1, 2022, even if any signatures are made after that date.

COUNTY OF WEBB



Honorable Tano E. Tijerina
Webb County Judge

RGISC, Inc.

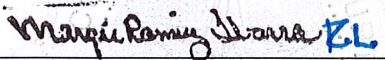


Tricia Cortez
Executive Director

Date: 10/11/2022

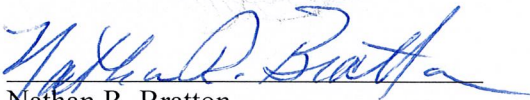
Date: 10/17/2022

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 and Services

Program Name	Description of Services Provided
<p>Water Security Program</p>	<p>The purpose of RGISC's Water Security Program is to assemble information and scientific research that identifies and prioritizes necessary actions to restore our watershed, prepare our community for the vagaries of climate change, and develop a plan for protecting Laredo and Webb County's environmental resources while informing local and regional policy makers</p> <p>RGISC will use funds to provide services to continue to engage a diverse group of affected stakeholders to develop a Watershed Restoration Plan focused on Laredo, Texas and stakeholders in the San Ambrosia-Santa Isabel watershed along the Rio Grande and with potential to expansion into downstream Zapata County.</p> <p>Additionally, RGISC is pioneering rethinking energy production in Laredo and Webb County by introducing and advocating for an innovative waste-to-energy project that will reduce dependence on extracted methane while reclaiming water resources, restoring more natural groundwater hydrology, and beginning to build resilience to drought and flooding as they result from the impacts of climate change.</p> <p>This program and its services will primarily involve to serve the residents of Webb County and Zapata County and will benefit the residents of Laredo and surrounding communities.</p>
<p>Climate Program</p>	<p>The purpose of RGISC's newly developing Climate Program is to address climate impacts and help create a sustainable, resilient and climate-safe future for our South Texas region. This entails conducting science and regulatory research, developing policy proposals, network with stakeholders and regulatory agencies, and devise advocacy campaigns at the local level that will build broad public support and secure necessary commitments from decision makers to address climate impacts.</p> <p>RGISC will use funds to expand our climate program to conduct data analysis on methane flaring among other emissions, as well as the creation of a Climate Cohort group that will engage local college students who will be trained to become climate advocates at the local level. Additionally, RGISC seeks to increase the use of solar energy as a way to lessen our dependence on oil and gas by identifying local examples of implemented solar energy alternatives.</p> <p>This program and its services will primarily involve to serve the residents of Webb County and will benefit the residents of Laredo and surrounding communities.</p>
<p>Binational River Conservation Project</p>	<p>The purpose of the Binational River Conservation Project is an ecological restoration project that will include restored native habitats to support migrating species, encompass ecological restoration to reverse soil degradation and improve drinking water quality, include cultural and artistic works that will teach residents and tourists alike of the historic importance of these borderlands, and contain unique public spaces, such as a binational amphitheater to attract international talent and events to this area.</p> <p>RGISC will use funds to continue to participate in on-going developments with the binational working group and ensure that the project prioritizes ecological and habitat restoration of the 6.3-mile stretch of the Rio Grande River Vega, fulfilling RGISC's mission to preserve and protect our most important natural resource, the Rio Grande River.</p> <p>This program and its services will benefit not just the people of Laredo, but all who live in Texas, by supporting efforts to assist in establishing a unique and unprecedented regional landmark that will, for the first time, unify and celebrate the natural and historical assets of our South Texas border community.</p>