

MARGIE R. IBARRA
COUNTY CLERK
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WEBB COUNTY, TEXAS

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STATE OF TEXAS §
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COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Border Area Nutrition Council, 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 **Border Area Nutrition Council, Inc.**, a 501(c)(3), acting by and through Ms. Ruby Hernandez its Board Chairperson.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Border Area Nutrition Council, 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, 2023 through September 30, 2024.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

Border Area Nutrition Council, 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, Border Area Nutrition Council, 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**

Border Area Nutrition Council, 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, 2024.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2023 and ending September 30, 2024.

**ARTICLE 5
COMPENSATION**

County shall fund Border Area Nutrition Council, Inc., a total of Thirty Thousand Dollars (\$30,000.00) 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 Thirty Thousand Dollars (\$30,000.00) is subject to the availability of funds. This Thirty Thousand Dollars (\$30,000.00) 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 Border Area Nutrition Council, Inc. to repay funds and/or disqualify Border Area Nutrition Council, Inc. from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Border Area Nutrition Council, 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**

Border Area Nutrition Council, Inc. expressly agrees to maintain complete and accurate financial records of expenditures made by Border Area Nutrition Council, 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, Border Area Nutrition Council, 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 Border Area Nutrition Council, 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 Border Area Nutrition Council, Inc. and any remaining funds shall be returned.

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Border Area Nutrition Council, Inc. whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

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

**ARTICLE 11
INDEMNIFICATION**

Border Area Nutrition Council, 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: Border Area Nutrition Council, Inc.
Ms. Ruby Hernandez
Board Chairperson
302 Wachington St.
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, 2023, even if any signatures are made after that date.

[Remainder of page intentionally left blank – Signature page follows]

COUNTY OF WEBB

Border Area Nutrition Council, Inc.

FOR:

[Signature]
Honorable Tano E. Tijerina
Webb County Judge

[Signature]
for Ruby Hernandez
Board Chairperson

Date: 10/10/2023

Date: _____

ATTEST:

[Signature]
Honorable Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

[Signature]
Nathan R. Bratton

Webb County Civil Legal Division *

*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

THE TEXAS CONSTITUTION PROHIBITS A COUNTY FROM MAKING A GIFT OF MONEY OR PROPERTY TO ANY PERSON OR ORGANIZATION. A COUNTY MAY, HOWEVER, CONTRACT WITH A PERSON OR ORGANIZATION TO PROVIDE SERVICES THAT PROVIDE A PUBLIC PURPOSE TO THE COMMUNITY. THE DETERMINATION THAT A SERVICE IS A PUBLIC PURPOSE; AND THE DECISION TO PROVIDE FINANCIAL ASSISTANCE TO AN ORGANIZATION'S MISSION TO THE COMMUNITY, IS EXCLUSIVELY THE DECISION OF THE COMMISSIONERS COURT. THERE IS NO ENTITLEMENT TO COUNTY FUNDS BY ANY ORGANIZATION.

This section sets forth a detailed description of the program for which funding is being requested. In the first column write the name or title of the program. In the second column describe the services which the program is to provide. *Be as specific as possible (dates, no. of persons to be served, detailed description of activity etc.) in setting out the deliverable or scope of services to be provided by your organization as this "Description of Services to be provided" will, if grant funds are awarded, form the basis of the description of services to be delivered by the organization in the funding contract with the County. Handwritten applications will not be accepted.*

Program Name

Description of Services to be provided

Elderly Nutrition Program

Border Area Nutrition Council's Elderly Nutrition Program ensures to operate and provide two meals programs along with the demand response transportation for their elderly participants. Their meals and other nutrition services are provided in a variety of group settings within the Webb County rural areas and City of Laredo, such as eight (8) senior centers, as well as an estimated 423 homebound delivered meals. BANC's service objective for congregate and home-delivered program is to promote better mental and physical health for older adults 60 years of age and older through the provision of nutritious meals and socialization opportunities. Central kitchen prepares meals to adhere at least one-third of the recommended dietary allowances (RDA) established by the Food and Nutrition Board of the Insititue of the National Acadmeny of Scienes as well as the Dietry Guidelines for American, as published by the secretary of Agriculture. BANC's demand response transportation provides participants to medical appointments, grocery shopping, social activities, and a variety of all destinations. All of BANC's services are provided five days out of a week.