

## AGREEMENT FOR RESEARCH SERVICES

### BY AND BETWEEN

### EL PASO COUNTY AND RIO GRANDE COUNCIL OF GOVERNMENTS

**THIS AGREEMENT FOR TECHNICAL ASSISTANCE SERVICES**, (the “Agreement”) is entered into by and between **EL PASO COUNTY** (“COUNTY”) and **RIO GRANDE COUNCIL OF GOVERNMENTS** (“RGCOG”) and jointly referred to as the “Parties.”

**WHEREAS**, COUNTY and RGCOG are committed to investing in water, sewer, and broadband infrastructure, especially in those areas of the county known to be disproportionately affected by the pandemic.

**WHEREAS**, COUNTY and RGCOG aim to improve access to clean drinking water, support vital wastewater and infrastructure, and expand access to broadband internet.

**WHEREAS**, COUNTY and RGCOG are focused on serving any historically underserved, marginalized, or adversely affected groups to be served.

**THEREFORE**, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **TERM**. The term of this Agreement shall begin on October 1, 2022 and end on September 30, 2023.
2. **SERVICES**: The RGCOG is being engaged pursuant to this Agreement to provide technical services, as set forth above, through three main tasks based on the methodology set forth in sections 3(a), 3(b), and 3(c) below.
3. **PAYMENT FOR SERVICES**. EL PASO COUNTY will pay the RGCOG sum of \$35,000 based upon the following schedule of Service tasks:
  - a. **Task 1**: Meet with all incorporated communities in El Paso County (Exhibit A): with the exception of the City of El Paso, Water Districts and rural school districts to assess immediate needs in water, wastewater, and roads; \$5,000
  - b. **Task 2**: Identify funding sources that are best suited for entities mentioned in Task 1: \$5,000.00; and
  - c. **Task 3**: Assist entities from Task I in applying to the funding sources identified in Task 2. RGCOG will develop a timeline, assemble a grants application team, complete the grant application and submit: \$25,000.

RGCOG shall submit an invoice for payment within 30 days from the execution of the agreement. RGCOG shall be solely responsible for any expenses incurred in, or related to, performing Services described in this Agreement. The COUNTY will then process the invoice for payment through the County Auditor's Office within thirty (30) days of receipt. The County Auditor's Office will generate a check for the Contractor after Commissioner's Court approval.

4. **TERMINATION.** The RGCOG and COUNTY may terminate this Agreement at any time written notice to the other Party. If the Agreement is terminated as provided herein, the RGCOG shall be paid for Services incurred up to the termination date and return any money not earned at that time.

5. **COMPLETE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties. This Agreement may not be modified except in writing signed by both Parties.

6. **NOTICES.** All notices hereunder will be given by letter addressed as follows:

**Rio Grande Council of Governments**  
Attn: Annette Gutierrez  
8037 Lockheed, Suite 100  
El Paso, TX 79925

**El Paso County**  
Attn: Melissa M. Carrillo  
500 E. San Antonio St. Suite 302  
El Paso, TX 79901

7. **GOVERNING LAW/VENUE.** This Agreement will be construed in accordance with the laws of the State of Texas, and all obligations of the Parties created by this Agreement are performable in El Paso, Texas. Any lawsuit brought to enforce the terms of this Agreement will be subject to jurisdiction of in El Paso County, Texas.

8. **SEVERABILITY.** In case any other provision of this Agreement should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

9. **ASSIGNMENT.** This Agreement may not be assigned without the advance written consent of all of the Parties.

10. **CAPTIONS AND HEADINGS.** The section headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

11. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same document.

12. **AUTHORITY TO EXECUTE.** Each of the signatories below hereby assure, represent and confirm that he or she is an authorized signatory on behalf of their respective Party as identified below and has full right, power and authority to execute this Agreement and bind such Party to the terms and covenants of this Agreement and to promise performance of the actions contemplated hereby.

**EXECUTED** the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**AGREED:**

**RIO GRANDE COUNCIL OF GOVERNMENTS**

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**By: Annette Gutierrez**  
**Its: Executive Director**

**EL PASO COUNTY**

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By: Richard A. Samaniego  
Its: County Judge

EXHIBIT A

Incorporated Cities in El Paso County

Village of Vinton  
Town of Anthony  
Town of Clint  
City of Socorro  
Town of Clint  
Town of Horizon City

Water Districts in El Paso County

El Paso County Water Improvement #1  
El Paso County Water Improvement #4  
Horizon Municipal Utility District  
Lower Valley Water District

School Districts in El Paso County

Anthony ISD  
Canutillo ISD  
Clint ISD  
Fabens ISD  
San Elizario ISD  
Tornillo ISD