

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Washington's Birthday Celebration Association (W.B.C.A.)**

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 **Washington's Birthday Celebration Association (W.B.C.A.)**, a non-profit corporation, acting by and through Mr. Bobby Peregoy its President.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Washington's Birthday Celebration Association (W.B.C.A.), 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, 2019 through September 30, 2020.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

Washington's Birthday Celebration Association (W.B.C.A.), 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, Washington's Birthday Celebration Association (W.B.C.A.), 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**

Washington's Birthday Celebration Association (W.B.C.A.), 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, 2020.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2019 and ending September 30, 2020.

**ARTICLE 5
COMPENSATION**

County shall fund Washington's Birthday Celebration Association (W.B.C.A.), a total of FIVE THOUSAND DOLLARS (\$5,000.00) 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 FIVE THOUSAND DOLLARS (\$5,000.00) is subject to the availability of funds. This FIVE THOUSAND DOLLARS (\$5,000.00) 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 Washington's Birthday Celebration Association (W.B.C.A.) to repay funds and/or disqualify Washington's Birthday Celebration Association (W.B.C.A.) from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Washington's Birthday Celebration Association (W.B.C.A.), 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**

Washington's Birthday Celebration Association (W.B.C.A.) expressly agrees to maintain complete and accurate financial records of expenditures made by Washington's Birthday Celebration Association (W.B.C.A.) 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, Washington's Birthday Celebration Association (W.B.C.A.) 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 Washington's Birthday Celebration Association (W.B.C.A.) 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 Washington's Birthday Celebration Association (W.B.C.A.)

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Washington's Birthday Celebration Association (W.B.C.A.) whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Washington's Birthday Celebration Association (W.B.C.A.) shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Washington's Birthday Celebration Association (W.B.C.A.) 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

and General Counsel
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

To: Washington's Birthday Celebration Association
(W.B.C.A.)

Mr. Bobby Peregoy
President

1819 E. Hillside Rd.
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.

Signed in duplicate originals, both of equal force, on this the _____ day of October, 2019.

**COUNTY OF WEBB
Association (W.B.C.A.)**

Washington's Birthday Celebration

Honorable Tano E. Tijerina
Webb County Judge

Bobby Peregoy
President

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).

Application Deadline is June 14, 2019 at 5:00 p.m.

Section 3
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 in setting out the deliverable or scope of services to be provided 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

Hospitality for Guests

-Mail approximately 1,200 invitations in November (Austin Trip/ DC Trip) to guests from Texas, Mexico, and Washington, D.C. The Executive Director follows up with calls if necessary. Based on the requests of the guests to our City, the Association buys tickets from the Affiliate Organizations for their respective events and pays for hotel costs for up to two (2) nights. In addition, the Association incurs expenses associated with transportation of these guests by providing courtesy vehicles as well as bus shuttles and drivers during their entire stay. Complimentary greeting gifts are placed in each guest's rooms. Part of our hospitality program begins with hosting a visit to Austin, Texas and DC every other year where a delegation of board members, city and county officials and Celebration Ambassadors formally invite our Austin/DC friends to the City of Laredo for the annual Washington's Birthday Celebration. WBCA visits Washington D.C. every year to invite federal officials to the Celebration during Laredo Day on the Capitol grounds.

"By George" Tourism/Promotional Magazine

-Increase awareness of the Celebration and our County and increase tourism. The Association works with a local design firm to produce a 52 page (approximate) full color saddle stitched Celebration Magazine containing promotional information about the festival and the City of Laredo and Webb County. The magazine contains at least the following

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information: History, event highlights, maps, 2 feature stories and a calendar of events. Seventy thousand (70,000) of these magazines are distributed throughout the State and Country and are FREE to the public.

Promotional Travel Float

-Promote the Celebration and the City of Laredo and Webb County to thousands of spectator's annually using the WBCA travel float. Participation includes, the Fiesta Flambeau Night Parade in San Antonio, Texas. The float has received numerous awards including two first place awards and one second place award in commercial entries in the past three years respectively. Participants that ride on the float have traditionally been the WBCA Abrazo Children, members of The Society of Martha Washington and the Princess Pocahontas Council.

Air Show Spectacular

- Attract more families to Laredo via digital billboards, radio and tv ads during the Celebration. The Air Show continues to grow and improve. Viewers are awed by the aerial acts - both private and military. Also impressive are the static displays consisting of various military equipment to which attendees can enter and explore. The WBCA Air Show provides an outlet and an opportunity for non-profit agencies to fundraise and promote their causes by assisting with soda and food sales. The air show is the most affordable show in the nation.

Jalapeño Festival

- Attract more families to Laredo via digital billboards, radio and tv ads during the Celebration. Bring more positive exposure to the City of Laredo/Webb County through the Jalapeño Festival. The Jalapeño Festival is a Laredo favorite with more than 40 years in existence. The Jalapeño Festival has earned international and national recognition on such networks as the Food Network and Travel Channel and through the International Federation of Competitive Eaters (IFOCE). The Festival strives to be the premiere entertainment event for the City and South Texas.

Out-of-town Advertising

-Create a positive image of Laredo through a targeted out-of-town marketing and advertising via radio, TV, outdoor, electronic, social and print media. WBCA marketing efforts have garnered recognition and awards from the TFEA and IFEA, at State and international levels. Including the top overall award in the state of Texas, the Zenith Award.