

## **Agreement**

This Agreement is made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between Webb County, a political subdivision of the State of Texas acting through its Commissioners Court (“Webb County”), 1000 Houston, Laredo, Texas and Jennifer Lozano, a Webb County resident and Olympian, and is understood and agreed to be as set forth herein. The term “Party” or “Parties” refers to the signatories to this Agreement.

### **RECITALS**

**WHEREAS**, Webb County finds that it is in the best interest of the County to provide a grant of funds to Jennifer Lozano as she journeys to Paris France to participate in this summer’s Olympic games; and

**WHEREAS**, Jennifer Lozano agrees to use the funds for a valid county public purpose including the promotion of Webb County while participating as a boxer at the Olympics; and

**WHEREAS**, Article III, Section 52 of the Texas Constitution allows a county to use its funds for a valid public purpose; and

**WHEREAS**, this Agreement allows the Webb Commissioners Court to retain sufficient controls over the expenditure of county funds in order to ensure the county receives a return benefit from the expenditures of such funds by Jennifer Lozano through her promotion of Webb County as an Olympian;

**WHEREAS**, the Webb County Commissioners Court approves the awarding of these funds at a properly conducted meeting of the Court on July 22, 2024.

### **NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:**

#### **1. PREAMBLE**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated and made part of this Agreement as though they were fully set for this Section 1.

#### **2. FINDINGS**

The parties to this Agreement hereby agree that the grant of moneys to Jennifer Lozano promotes a valid county public purpose.

#### **3. GRANT**

Webb County hereby agrees to grant to Jennifer Lozano the sum certain of TEN THOUSAND and No/100<sup>th</sup> Dollars (\$ 10,000.00). The amount shall be payable in one lump sum payment no later than thirty (30) days after the date of this Agreement is signed by both parties.

#### **4. SERVICES**

In exchange for the grant described above, Jennifer Lozano hereby agrees to utilize the grant funds for the purpose of promoting Webb County as a representative of the United States and Webb County as an Olympic athlete.

#### **5. REQUIREMENT**

Jennifer Lozano must ensure that all grant funds are tracked and used for the purposes described above.

#### **6. DURATION**

This Agreement commences on \_\_\_\_\_, 2024 and ends on December 31, 2024. Grant recipient must expend the funds during the term of this Agreement or remit remaining balance back to Webb County.

#### **7. TERMINATION**

This Agreement may be terminated by either party prior to performance or without cause upon written notification to the other party. After the grant recipient has commenced performance of the obligations provided for in this Agreement, Webb County may terminate the Agreement only in instances of breach by the grant Recipient, at which time recipient shall reimburse to Webb County the amount of the grant not yet expended. If the Recipient terminates this Agreement after receiving funds from Webb County, the Recipient shall reimburse Webb County the complete amount of the grant provided herein.

#### **8. ACCOUNTING**

Prior to the expiration of this Agreement, Recipient will submit a post grant report describing how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement. Following the submission of the post grant report, the Recipient may be required to attend a commissioners court meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the commissioners court.

#### **9. CONTACTS**

For purposes of this Agreement, communications may be sent as follows:

To the County:

Hon. Tano E. Tijerina

To the Recipient:

Ms. Jennifer Lozano

1000 Houston Street, 3<sup>rd</sup> Floor  
Laredo, Texas 78040

**10 INDEMINIFICATION**

The Recipient hereby releases, indemnifies and holds Webb County, its employees and agents, harmless for any damages, injuries, or other claims from Recipient's actions or inactions.

**11 INCLUSIVENESS**

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

**12. SEVERABILITY**

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**WHEREFORE PREMISES AND CONSIDERATION ACCEPTED, AND HEREBY AGREED:**

WEBB COUNTY

GRANT RECIPIENT:

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Jennifer Lozano

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fortunato G. Paredes  
Assistant General Counsel  
Webb County Civil Legal Division

\*The General Counsel, Civil Legal Division's 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 solely 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)