

MARGIE R. IBARRA
COUNTY CLERK
FILED

2020 OCT 22 PM 3:32

WEBB COUNTY, TEXAS

BY REH DEPUTY

STATE OF TEXAS §
§
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Laredo Chamber of Commerce**

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 **Laredo Chamber of Commerce**, a non-profit corporation, acting by and through Mr. Miguel A. Conchas its President.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Laredo Chamber of Commerce, 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, 2020 through September 30, 2021.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

Laredo Chamber of Commerce, 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, Laredo Chamber of Commerce, 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**

Laredo Chamber of Commerce, 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, 2021.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2020 and ending September 30, 2021.

**ARTICLE 5
COMPENSATION**

County shall fund Laredo Chamber of Commerce, a total of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) 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 ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) is subject to the availability of funds. This ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) 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 Laredo Chamber of Commerce to repay funds and/or disqualify Laredo Chamber of Commerce from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Laredo Chamber of Commerce, 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**

Laredo Chamber of Commerce expressly agrees to maintain complete and accurate financial records of expenditures made by Laredo Chamber of Commerce 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, Laredo Chamber of Commerce 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 Laredo Chamber of Commerce 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 Laredo Chamber of Commerce

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Laredo Chamber of Commerce whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Laredo Chamber of Commerce shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Laredo Chamber of Commerce 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: Laredo Chamber of Commerce
Mr. Miguel A. Conchas
President
2310 San Bernardo Ave.
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.

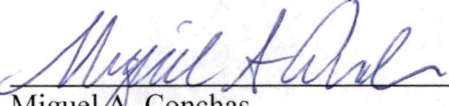
Signed in duplicate originals, both of equal force, on this the ____ day of October, 2020.

COUNTY OF WEBB

Laredo Chamber of Commerce

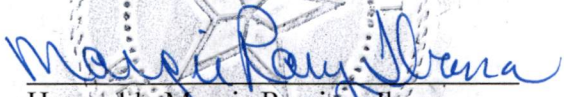


Honorable Tano E. Tijerina
Webb County Judge



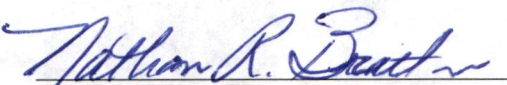
Miguel A. Conchas
President

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).

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

"You'd be surprised!" Campaign

The proposed campaign will address several target populations. The central theme of the campaign is "You'd be surprised!" referring to the undiscovered excitement the prospective visitor is sure to find in Webb County, whether the individual is a bird watcher, a hunter, a history buff, or a family-oriented shopper. Each of the proposed services/activities listed will evolve from the "You'd be surprised!" central theme but will adapt to the particular market.

Christmas Shopping -- Webb County's retail industry is largely dependent on two particular markets aside from the local population, i.e., visitors from other parts of Texas attracted by Mexican imports and other unique products, and families from northern Mexico attracted by U.S. brands and products. A promotional campaign will be organized and launched to address these two target markets.

- Visitors from other areas of Texas - The campaign will once again reach out to populations within a 300-mile radius. It will be largely based on social media and use of newspapers and magazines from small communities in the Hill Country area of Central Texas. Proposed market 150,000 households. (cont.)

Programs/Services Provided

Program Name

"You'd be Surprised!" Campaign

Visitors from Northern Mexico – Mexican families residing in cities of the northern region of Mexico, e.g., Monterrey, N.L., historically enjoy traveling to cities on the U.S. side of the border on shopping trips. Border cities like McAllen, Tx, compete fiercely for this market. It is important to plan and execute a promotional campaign that is timely and creative. The proposed campaign will make use of traditional media, email, and social media, aimed at middle class and affluent homes of the Monterrey area. A marketing firm from the south side of the border will be subcontracted to assist in reaching out to this market. Proposed reach: 200,000 households.

Hunting Enthusiasts – The Cola Blanca Hunting Contest, launched by the Laredo Chamber three decades ago, continues to be one of the more popular contests of the South Texas area. The "You'd be surprised!" campaign capitalizes on Webb County's prize whitetail deer population, which is a natural attraction. The Laredo Chamber proposes a promotional campaign that will include participation in the Hunters Extravaganza Trade Show in Houston, Tx, next spring, continued advertising in trade related publications, and continued promotional strategies via the use of social media and its own ColaBlanca.com website. The Cola Blanca contest will continue to host its annual Cola Blanca Awards Banquet; however, given the COVID-19 outbreak, it has decided to reschedule for the spring of 2021. Proposed reach via media and social media: 100,000+

Sports Enthusiasts – Webb County, its county seat, Laredo, and the local school districts, have over the years developed sport grounds and facilities (e.g., gymnasiums, softball parks, Olympic-size swimming pool, etc.) well fitted for school intercollegiate and amateur sports. The proposed campaign will assist local organizations in promoting these venues and will create institutional materials that will describe available facilities for interested parties. These materials will be made available through the visitwebbcounty.com website as well. Reach: 300-mile radius

Outdoor Sports Enthusiasts and Nature Lovers – Webb County is home to the Casa Blanca State Park and lake and the Casa Blanca Golf Course. In addition, it sits within 50 miles of Falcon Lake. Add to it ten months of sunshine and pleasant weather and you have the makings for a fun weekend outing for sun worshippers and outdoor sports enthusiasts. The proposed campaign will specifically create promo materials and media to promote Webb County's attractions. In addition, it intends to offer support to ongoing activities of other organizations, such as the Annual Birding Festival.

Corporate Visitors – Given Webb County's status as major producer of natural gas for the state, its connection to the Eagle Ford Shale, and the constantly growing logistics/transportation industry through the port of Laredo, its importance as location for corporate meetings and conferences is well recognized within the business community. The Laredo Chamber proposes 1) to develop institutional materials that specify available meeting facilities within the community and 2) to collaborate with local hotels and businesses to assist them in promoting Webb County as a fitting location for interested parties.

Tourists and History Buffs – Alongside its Christmas season campaign geared for Central Texas, the Laredo Chamber proposes to create ads geared specifically to other complimentary markets: Prospective Visitors from the U.S. side of the border – Ads designed to pique the interest of families who enjoy wildlife and natural beauty, and/or those interested in the historical aspects of South Texas.

Preparation for Webb County's Fair & Exposition Complex – As Webb County's launches its plans for construction of a Fair and Exposition complex, it will be necessary to gradually keep prospective "clients" informed of work on the project and the availability of its facilities once completed. The Laredo Chamber proposes to make its marketing infrastructure (visitwebbcounty.com, social media platforms, tourist information center, etc.) available for its promotion.