

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

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WEBB COUNTY, TEXAS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WEBB COUNTY &  
LAREDO INTERNATIONAL FAIR AND  
EXPOSITION BOARD**

This Memorandum of Understanding MOU is entered into by and between Webb County, a political subdivision of the State of Texas (hereinafter "COUNTY") and Laredo International Fair and Exposition, Inc., a 501(c)3 organization (hereinafter "Board" or "LIFE")

**WHEREAS**, COUNTY owns the land, infrastructure, buildings, parking, lighting, and all other hard assets associated with the Webb County Fairgrounds (A/K/A LIFE Downs) as the same exist now or may exist in the future including improvements related thereto, exclusive of, as the same exist now or may exist in the future, located at 7268 E. Saunders (US 59) LIFE Downs Laredo, TX 78041; and

**WHEREAS**, LIFE BOARD ("BOARD"), hosts an annual public event and needs office space ("Office") to conduct its charitable services; and

**WHEREAS**, COUNTY finds that there is a public purpose for use of the property by LIFE; and

**WHEREAS**, COUNTY and BOARD (together, the "Parties") wish to maintain the annual event and provide office space to the BOARD to maintain their charitable services.

**NOW THEREFORE**, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

1. The term of this MOU shall be from February 8, 2021 to February 7, 2023 and shall be subject to renewal at the sole discretion of the COUNTY for an additional (1) one year term.
2. BOARD shall comply with all COUNTY property and facility rules and regulations. Failure to comply with such rules and regulations may result in termination of this MOU. BOARD shall not permit activities on COUNTY's premises which violate any rule, regulation, or policy of COUNTY, that are unlawful, or which violate any federal, state or local law or regulation.
3. BOARD shall be considered an independent contractor and neither the BOARD nor its workers or consultants shall, under any circumstances, be considered employees of the COUNTY.
4. BOARD shall furnish all their own labor, services, materials, supplies, and equipment necessary to operate and maintain the Office space.
5. BOARD shall secure and keep a general commercial insurance policy covering property damage as well as professional liability insurance in the amount of not less than \$1 million per occurrence, \$2 million aggregate with an insurance carrier acceptable to the COUNTY.

The COUNTY, and its officials, officers, employees and agents being named as additional insured by endorsement. BOARD shall also secure and maintain workers' compensation insurance if BOARD has employees as required by Texas State law. BOARD shall provide the certificate of insurance and additional insured endorsement to COUNTY in a form and with carriers acceptable to the COUNTY.

6. BOARD shall only operate in the approved locations within the area specified by the COUNTY and reimburse Webb County for the cost of utilities. BOARD shall provide at its own cost and expense telephone and other services.
7. All premises, buildings, fixtures, are the sole property of Webb County, Texas and shall be kept in good repair by the BOARD. Failure to maintain said premises shall result in the BOARD being responsible for the repair of any damages or wear and tear through normal use during the term or extension of this MOU.
8. BOARD represents that it is a non-profit organization under Texas law and has obtained and maintains 501(c)3 charitable status with the Federal Government.
9. Upon the expiration or termination of this MOU, BOARD shall leave the COUNTY office space provided in the condition in which it was received, Either Party may terminate this MOU by providing written notice to the other. Such termination shall take place fifteen (15) days after sending of such notice.
10. The premises the BOARD is authorized to be occupied shall be only the Main Office at the Webb County Fair Grounds. The BOARD is prohibited from lending, subleasing, leasing or allowing any other individual, governmental entity or business organization from occupying and/or using the Main Office that is being provided by the County pursuant to this MOU.
11. During the term of this MOU, and any extension, should the Main Office become unavailable for the continued use by BOARD, COUNTY and BOARD shall use their best efforts to accommodate the BOARD's use at another facility located at the fairgrounds.
12. BOARD covenants and agrees that it will prevent any other organization, group or partnership with another individual, governmental entity or business entity from accessing the Main Office without the prior approval of the Webb County Commissioners Court. This MOU does not confer any interest or rights into the Main Office at the Webb County Fair Grounds a/k/a LIFE. Should the BOARD violate this covenant it shall be cause to terminate this MOU with notice sent and considered delivered to upon mailing to the address listed in this MOU. The BOARD shall have the duty to notify the COUNTY of any such individual, governmental entity or business entity not a party to this MOU.
13. Webb County or the LIFE Board may terminate this agreement at any time upon thirty days notice from the terminating party to the non-terminating party.

## **SPECIFIC COMPLIANCE WITH LAWS**

1. The BOARD shall comply with all applicable Federal, State, and local laws, rules, and regulations. BOARD will take commercially reasonable measures to ensure that any of its staff, board members, agents, and volunteers performing work in the Office are trained to maintain cleanliness so as to prevent the spread of illness such as COVID-19.
2. BOARD certifies that to its knowledge neither it nor any of its principals (officers, directors, owners, partners, representatives, or key employees) involved with this MOU owe any taxes, fines, or fees to the County of Webb or State of Texas that would exclude them from doing business with Webb County, Texas.
3. BOARD shall indemnify, hold harmless, and defend COUNTY, its officers, agents, volunteers and employees from and against any and all liability, costs, or expense for loss of or damage to property or for injuries to, sickness, disease or death of any person arising or resulting from BOARD's activities, or the acts, errors, or omissions of BOARD or its agents, employees, members, volunteers and participants from suit, claim, or complaint related to this MOU. This provision shall survive termination of this MOU.
4. In accordance with federal and state law, BOARD agrees not to discriminate against any person on the basis of sex, race, creed, national origin, color, religious belief, age, disability, sexual orientation or status as a disabled veteran or veteran of the Vietnam era in the performance of this MOU. BOARD represents that it is fully informed concerning and is in full compliance with its obligations, if any, under the following: (a) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended; (b) Executive Order 11701, as amended; (c) Executive Order 11246, as amended; (d) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended; (e) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended; and (f) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.
5. Inconsistencies. Where there exists any inconsistency between this MOU and other provisions of collateral contractual MOUs that are made a part hereof by reference or otherwise, the provisions of this MOU shall control.
6. Severability. Each paragraph and provision hereof is severable from the entire MOU and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
7. Prohibition against Assignment. There shall be no assignment or transfer of this MOU without the prior written consent of both parties hereto.
8. Law of Texas. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
9. 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.

Notice shall be sent to:

Webb County, Texas  
Re: MOU with LIFE BOARD  
1000 Houston St. 3rd FL  
Laredo, Texas 78040

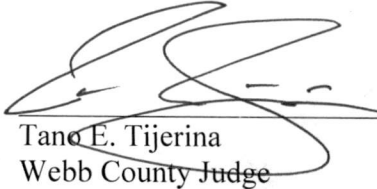
Laredo International Fair and Exposition  
Re: MOU with LIFE BOARD  
P.O. box 1770  
Laredo, Texas 78044

10. Entire MOU. This MOU incorporates all the MOU's, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, active agreements, MOU's, and understandings have been merged into this written MOU. No other prior MOU, agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
11. Amendment. No changes to this MOU shall be made except upon written agreement of both parties.
12. Confidentiality. Any confidential information provided to or developed by BOARD in the performance of this MOU shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County.
13. 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.
14. 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.
15. Counterparts. This MOU 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.
16. 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.
17. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any

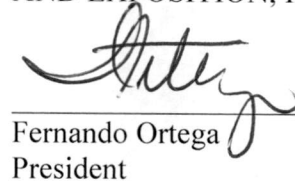
amendments or exhibits hereto.

18. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, department heads, committee members, officers, employees and agents as a result of the execution of this MOU and performance of the functions and obligations described herein.
19. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this MOU. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this MOU, or to cease performing any act required by this MOU, this MOU shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

WEBB COUNTY

  
Tano E. Tijerina  
Webb County Judge

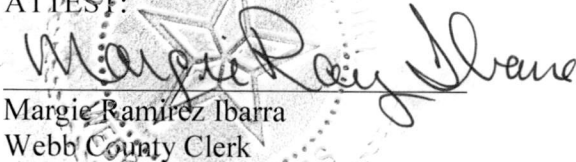
LAREDO INTERNATIONAL FAIR  
AND EXPOSITION, INC.

  
Fernando Ortega  
President

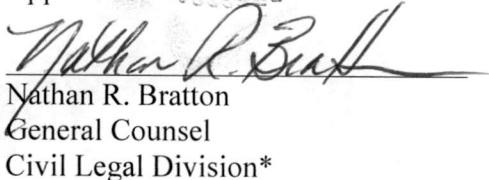
Date: 2/22/2021

Date: 2/9/2021

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk

Approved as to Form:

  
Nathan R. Bratton  
General Counsel  
Civil Legal Division\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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).