

DONATION AGREEMENT

This Donation Agreement (the “Agreement”) is made and entered into as of the Effective Date by and among the City of Laredo, a municipal corporation (the “City”), and The Explorer Program Post 468 (the “Donee”). The City and the Donee are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and the Laredo Police Department is charged with the responsibility of providing public safety and education within the City of Laredo; and

WHEREAS, the Explorer Program Post 468 is a not for profit organization with a mission and purpose of preparing and developing youth in the Laredo community interested in a law enforcement career to high ethical, moral and professional standards. The program offers young adults a personal awareness of the criminal justice system through training, practical experiences, competition and other activities. Additionally, the program promotes personal growth through career development, respect for the rule of law, physical fitness, good citizenship and patriotism; and

WHEREAS, through the terms of this Agreement, the City desires to contribute twelve thousand, five hundred and ninety dollars (\$12,590.00) (the “Donation”) to the Explorer Program Post 468 for the purchase of essential equipment and uniforms needed to engage in community events and participate in area/state competitions. The funds would attribute to the registration fees and travel expenses needed to attend said events; and

WHEREAS, the Parties intend this Agreement to set forth each Party’s responsibilities and obligations in connection with the Donation and its use for the Program;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed between the parties as follows:

I. PURPOSE

1.1 The Parties have determined that the City will provide a donation of twelve thousand, five hundred and ninety dollars (\$12,590.00) to the Donee for use towards expenses needed to fully equip and prepare Explorer Program Post 468 explorers to assist the Laredo Community during public events and represent the City of Laredo at area and state competitions.

II. TERM

2.1 This Agreement shall commence on _____, 2024 and continue until the distribution of the funds is completed, at which time this Agreement shall terminate.

III. OBLIGATIONS OF THE CITY

3.1 The City shall contribute to the Donee an amount of twelve thousand, five hundred and ninety dollars (\$12,590.00), to be paid in full no later than 60 days after the effective date of this

Agreement, solely for the use by the Donee in connection with the Explorer Program Post 468.

3.2 Contingent on their availability, the City may participate in a presentation announcing the Donation, the date and specifics of which will be determined by the City in consultation with the Donee.

IV. OBLIGATIONS OF THE DONEE

4.1 Upon receipt of the Donation, the Donee will deposit the Donation into an account associated with not for profit organization "Explorer Program Post 468" and limit use of the Donation to hard costs associated with the program.

4.4 The City will provide the Donee with 30-days advance notice of any ceremonies or presentations referenced in Section 3.2.

V. MEDIA

5.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval in writing of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Parties.

VI. NOTICE

6.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Joseph Neeb
City Manager
City of Laredo
1110 Houston Street
Laredo, Texas 78040

If to the Donee:

Sgt. Jonathan Castillo
Explorer Post 468 Chairman
Laredo Police Department
1920 Sandman St.
Laredo, Texas 78041

VII. APPLICABLE LAW

7.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS.

7.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Laredo, Webb County, Texas.

VIII. COMPLIANCE WITH LAWS

8.1 Each party will comply with all applicable federal, state and local laws, rules and regulations which may apply to the performance of their respective obligations under this Agreement.

IX. AMENDMENTS

9.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties.

X. SEVERABILITY

10.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XI. LEGAL AUTHORITY

11.1 The signatories to this Agreement represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the party for which they are signing and to bind such party to all of the terms, conditions, provisions and obligations herein contained.

XII. ENTIRE AGREEMENT

12.1 This Agreement, together with its authorizing resolution and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements

between the Parties.

XIII. COUNTERPARTS

13.1 For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

THE CITY OF LAREDO

**CHAIRMAN OF THE EXPLORER
PROGRAM POST 468**

BY: _____
JOSEPH NEEB
CITY MANAGER

**_____
SGT. JONATHAN CASTILLO**
COMMUNITY RELATIONS UNIT

ATTESTED:

**_____
MARIO I. MALDONADO, JR.**
CITY SECRETARY

APPROVED AS TO FORM:
DOANH “ZONE” T. NGUYEN
CITY ATTORNEY

BY: _____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY