

RESOLUTION NO. 2024-R-296

A RESOLUTION OF THE CITY OF LAREDO, TEXAS, AUTHORIZING A DONATION AGREEMENT BETWEEN THE CITY OF LAREDO AND MR. ROBERTO “BETO” P. GUTIERREZ FOR ACCEPTANCE OF \$550,000.00 TOWARDS THE FINALIZATION OF THE ORIGINAL DESIGN OF THE NORTH CENTRAL ADA PARK FOR ALL AGES AND ABILITIES AS WELL AS THE EXTENSION OF THE EXISTING PARKING LOT PAST SWEDEN LANE AND ANY OTHER IMPROVEMENTS TO NORTH CENTRAL PARK AS DEEMED NECESSARY FOR THE COMMUNITY.

WHEREAS, the Parks and Recreation Department is charged with the responsibility of providing recreational activities within the City of Laredo; and

WHEREAS, the City owns and operates the park and improvements known as the North Central Park, approximately 87 acres, located at 10202 International Blvd. (the “Park”); and

WHEREAS, Mr. Roberto “Beto” P. Gutierrez has requested the City finalize the original design and complete the ADA park for general public use by all ages and abilities as well as extending the existing parking lot past Sweden Lane (the “Project”) and any other improvements to North Central Park as deemed necessary for the community, and has offered to donate \$550,000.00 to the City for use toward the continued construction of such park and extension of the existing parking lot past Sweden Lane and any other improvements to North Central Park as deemed necessary for the community; and

WHEREAS, the Parks and Recreation Department has determined that the accessible park and parking lot extension and other improvements to said park will benefit the community and the public and it is in the public interest that the City enter into an agreement with Mr. Roberto “Beto” P. Gutierrez to provide the terms and conditions for the donation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The terms of the Donation Agreement between the City of Laredo and Mr. Roberto “Beto” P. Gutierrez for the monetary donation of \$550,000.00 for use toward the construction of an accessible fun park, extension past Sweden Lane of the existing parking lot and any other improvements to North Central Park are hereby approved. The City Manager is authorized to execute this agreement, a copy of which, in substantial form is set out in **Exhibit A**.

**DULY PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON
THIS THE _____ DAY OF _____, 2024.**

DR. VICTOR D. TREVIÑO
MAYOR

ATTESTED:

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

BY: _____
JOAQUIN A. RODRIGUEZ
FIRST ASSISTANT CITY ATTORNEY

DONATION AGREEMENT

This North Central Park 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”) pursuant to Resolution No. 2024-R-296 approved on October 7, 2024, and Roberto “Beto” P. Gutierrez (the “Donor”). The City and the Donor are each referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City owns and operates the park and improvements known as the North Central Park, approximately 87 acres, located at 10202 International Blvd. (the “Park”); and

WHEREAS, Mr. Roberto “Beto” P. Gutierrez has requested the City finalize the construction of the ADA park, an accessible fun park for general public use by all ages and abilities and extend the existing parking lot; and

WHEREAS, through the terms of this Agreement, the Donor desires to contribute \$550,000.00 (the “Donation”) to the City of Laredo for the finalization of the construction of this accessible fun park at North Central Park as well as the extension of the existing parking lot past Sweden Lane (the “Project”) and any other improvements to North Central Park as deemed necessary for the community; 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 Project;

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 Donor will provide a donation of \$550,000.00 to the City for the finalization of the construction of this accessible fun park at North Central Park as well as the extension of the existing parking lot past Sweden Lane (the “Project”) and any other improvements to North Central Park as deemed necessary for the general public use by all ages and abilities at North Central Park.

II. TERM

2.1 This Agreement shall commence on October 8, 2024 and continue until the Project is completed, at which time this Agreement shall terminate.

III. OBLIGATIONS OF THE DONOR

3.1 The Donor shall contribute to the City an amount of \$550,000.00 to be paid in full no later than 60 days after the effective date of this Agreement, solely for the use by the City in

connection with the finalization of the construction of this accessible fun park at North Central Park as well as the extension of the existing parking lot past Sweden Lane (the “Project”) and any other improvements to North Central Park as deemed necessary for the community for general public use by all ages and abilities, generally as set forth in Exhibit A, attached hereto and incorporated herein by reference.

3.2 Contingent on his availability, the Donor may participate in a ribbon cutting ceremony or such other presentation announcing the Donation, the date and specifics of which will be determined by the City in consultation with the Donor.

IV. OBLIGATIONS OF THE CITY

4.1 Upon receipt of the Donation, the City will deposit the Donation in the City’s account established for the Project and limit use of the Donation to hard costs associated with the Project.

4.2 If the Donor does not provide the Donor funds to pay as provided for by Section 3.1, the City is not obligated to finalize the construction of this accessible fun park at North Central Park or do the extension of the existing parking lot past Sweden Lane (the “Project”) or provide any other improvements to North Central Park.

4.3 Upon request by the Donor or his representative, the City will provide updates on the progress of the Project and the specific use of the Donation in connection therewith, and subject to availability, attend site visits to the location of the Project in North Central Park.

4.4 The City will provide the Donor with 30-days advance notice of the ceremonies or presentations referenced in Section 3.2 and provide logistical support to the Donor in connection with such activities.

V. OWNERSHIP AND OPERATION

5.1. Donor acknowledges that the ADA park is the property of the City and will be for use by the general public. Donor shall have no ownership, special use rights or other rights or interests in the park.

5.2 Donor understands that the City will establish the rules, hours of operation and may program events at its discretion and will enforce such rules and city ordinances as determined by the city to be in the best interests of the City.

VI. MEDIA

6.1 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.

VII. NOTICE

7.1 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 W. Neeb
City Manager
City of Laredo
1110 Houston Street, Laredo, Texas 78040

With copies to:
Juan J. Gomez, Jr.
Parks and Recreation Department Director
2201 Piedra China
Laredo, Texas 78042

If to the Donor:

Roberto "Beto" P. Gutierrez
P. O. Box 450788
Laredo, Texas 78045

VIII. APPLICABLE LAW

8.1 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.

8.2 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.

IX. COMPLIANCE WITH LAWS

9.1 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.

X. AMENDMENTS

10.1 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.

XI. SEVERABILITY

11.1 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.

XII. LEGAL AUTHORITY

12.1 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.

XIII. ENTIRE AGREEMENT

13.1 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.

XIV. COUNTERPARTS

14.1 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

ROBERTO "BETO" P. GUTIERREZ

BY: _____

**JOSEPH W. NEEB
CITY MANAGER**

ATTESTED:

MARIO I. MALDONADO, JR.
CITY SECRETARY

APPROVED AS TO FORM:

DOANH T. NGUYEN
CITY ATTORNEY

BY:

EXHIBIT A

