

NCDCA Region VI Annual Conference 2025

MEMORANDUM OF UNDERSTANDING (MOU)

Between NCDCA Region VI and City of Laredo

This Memorandum of Understanding (MOU) is entered into by and between the **National Community Development Association (NCDCA), Region VI**, a non-profit member organization comprised of Arkansas, Texas, Louisiana, New Mexico, and Oklahoma, and **City of Laredo (City)** a member of NCDCA Region VI, for the purpose of hosting the **2025 NCDCA Region VI Annual Conference**.

1. Purpose The purpose of this MOU is to outline the roles, responsibilities, and commitments of both parties in connection with the NCDCA Region VI Annual Conference scheduled for **October 20-24, 2025**, with the pre-conference training sessions to be held on **October 20th** and the main conference sessions from **October 22-24, 2025**.

2. Responsibilities of the Host Community the Host Community agrees to the following responsibilities:

- **Venue and Accommodation:**
 - Secure a high-quality hotel with sufficient room availability to accommodate the conference and sleeping room block, as specified in the RFP.
 - The hotel should meet all requirements outlined in the RFP, including a **complimentary hospitality suite**, free Wi-Fi, meeting room space, and discounted rates for NCDCA Region VI staff.
 - Provide details on the hotel RFP, including rates, accommodation of sleeping rooms, meeting rooms, and any applicable surcharges or taxes.
- **Logistics and Local Support:**
 - Provide local transportation from the airport to the hotel and between the hotel and conference venue.
 - Assist in the design of conference materials (programs, folders, etc.).
 - Recruit volunteers to staff the registration/information table, assist with name badges, folders, and gift bags.
 - Support the NCDCA in managing sponsorships for various events and activities such as the Host Welcome Reception, Wednesday evening event, Thursday afternoon bus tour and reception on Thursday night.
- **Sponsorship and Financial Commitment:**
 - Secure sponsorships (both monetary and in-kind services) for the conference and assist in fundraising efforts.
 - Provide funding or in-kind donations for specific events as outlined in the RFP.
 - Provide a **Mayor/County Executive** to welcome conference attendees on Wednesday morning.

- **Local Attractions and Cultural Events:**
 - Assist in organizing and hosting cultural and social events, such as the Wednesday afternoon bus tour of local projects or a Thursday evening reception.
 - Provide information about local attractions and ensure access to these venues for conference attendees.
- **Mayor's Involvement:**
 - Acknowledge support for the proposal from the **Mayor/County Executive** and obtain their formal endorsement of the host city's role in the conference.

3. Responsibilities of NCD Region VI NCD Region VI agrees to the following responsibilities:

- **Conference Management:**
 - NCD Region VI will provide \$5,000 in seed money to assist with overall financial aspects of the conference and pre cost to host the conference.
 - NCD Region VI will be responsible for coordinating with the hotel for meeting room management, audio-visual requirements, and on-site sponsor needs.
 - NCD Region VI will assist with pre-conference and on-site registration.
- **Support and Resources:**
 - NCD Region VI will provide guidance and support in the selection of the host hotel, assisting in the coordination of logistics and events as required.
- **Sponsorship and Networking:**
 - NCD Region VI will help raise additional sponsorship funds to help cover the cost of the NCD reception and other associated conference costs.
 - NCD will provide an opportunity for vendors to showcase their products and services during the conference.

4. Host Community Commitment the Host Community agrees to:

- Submit a formal proposal for the NCD Region VI Annual Conference, including detailed information about the venue, transportation, local attractions, and available sponsorships, as outlined in the NCD Region VI Conference RFP.
- Secure written commitment from the local authorities (Mayor, Council, and City Executive) acknowledging their awareness of and support for the conference proposal.
- Repay the \$5,000 in seed money provided by NCD Region VI and provide any additional revenue outside expenses for the conference to NCD Region VI.

5. Term of Agreement This MOU is effective as of the date of signature and remains in effect until the completion of the NCD Region VI Annual Conference in October 2025, unless extended or modified in writing by both parties.

6. Termination Either party may terminate this MOU by providing written notice at least 30 days in advance. Upon termination, any outstanding obligations must be fulfilled according to the terms agreed upon before termination.

7. Miscellaneous Provisions

- **Indemnification:**

NCDA agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons, that may arise out of or be occasioned by NCDA's breach of any of the terms or provisions of this MOU, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of NCDA, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which NCDA is legally responsible in the performance of this MOU. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, employees or separate vendors. The City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

- **Governing Law:** This MOU shall be governed by the laws of the State of Texas, without regard to its conflict of law principles.
- **Amendment:** Any amendments or modifications to this MOU must be made in writing and signed by authorized representatives of both parties.

8. Signatures By signing below, both parties acknowledge their understanding of and agreement to the terms and conditions outlined in this MOU.

For NCDA Region VI

Signature: _____

Name: Kevin Howard

Title: Region VI Chairperson

Date: _____

For Host Community

Signature: _____

Name: [Insert Name]

Title: [Insert Title]

Date: _____