

STATE OF TEXAS §
 §
COUNTY OF WEBB §

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into by and between Webb County, a political subdivision of the State of Texas, acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas 78040 ("Webb County") and Rafael Dueñas, 1504 Palmer Drive, Laredo, Texas 78045-1904 ("Consultant"). Webb County and Consultant are sometimes referred to herein as the "parties" and individually as a "party".

WITNESSETH:

WHEREAS, Webb County is seeking a Consultant to further its development of international business and trade with Mexico by establishing international relationships between said Webb County and Mexico regarding the development and construction of an international bridge ("4/5 Bridge") system between Webb County, Texas and the State of Tamaulipas, Mexico, which is to include but not be limited to long term planning of a produce terminal market and other business development planning ventures surrounding said bridge system; and

WHEREAS, Webb County also desires to engage Consultant who has the capacity and knowledge of providing International and Binational Relations Liaison services for the purpose of establishing international and global relations in order to further bring trade, economic development, business, and cultural education to Webb County; and

WHEREAS, Consultant agrees to be retained for the foregoing purposes, subject to the terms and condition provided for in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereafter set forth, the parties hereto covenant and agree as follows:

Article I.

Term; Term Extension; Representations

1.1 This Agreement shall begin March 1, 2024 and shall remain in effect through February 28, 2026 (the "Expiration Date"), unless terminated earlier as provided by in this Agreement.

1.2 The term of this Agreement may be extended beyond the expiration date **only** by mutual agreement of the parties and **only** by execution of a written amendment to this Agreement executed by both parties. Said extension shall be exercised at least sixty (60) days before the Expiration Date noted herein and said extension shall only be for one (1) year.

1.3 Consultant will perform all duties in a timely and professional manner and will abide by all state laws. Consultant will engage in no illegal or unethical activities when engaged in activities on behalf of Webb County.

FILED March 18th 20 25 11:00 a.m.
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

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Consulting Agreement
Rafael Dueñas-Consultant

1.4 Consultant will comply with all applicable federal, state and local laws including those governing gifts.

Article II.
Relationship of Parties

2.1 Consultant covenants and agrees that he, she or it is an independent contractor and not an officer, agent servant, or employee of Webb County, that Consultant shall have exclusive control of and exclusive right to control the detail of the work performed hereunder and all persons performing same on behalf of Consultant, and shall be responsible for the acts and omissions of Consultant's agents, employees, contractors, and subcontractors; that the doctrine of respondent superior shall not apply as between Webb County and Consultant, Consultant's agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between Webb County and Consultant. The Parties hereto understand and agree that Webb County shall not be liable for any claims which may be asserted by any third-party occurring in connection with the services to be performed by the Consultant under this Agreement and the Consultant has no authority to bind Webb County.

Article III.
Assignment of Personnel

3.1 Consultant shall assign only competent personnel to perform services pursuant to this Contract. In the event that Webb County, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Webb County of such desire of Webb County, reassign such person or persons.

Article IV.
Scope of Services

4.2 Consultant shall perform such services as are necessary to address issues raised by Webb County regarding this Agreement and to include, but not necessarily be limited to, the tasks enumerated more fully in **Attachment "A"** to this Agreement, attached hereto and incorporated herein by reference and made a part hereof as if written word for word. However, in the event of any discrepancy or conflict in the language of **Attachment "A"** and this Agreement, the terms and conditions of this Agreement shall be final and binding on the parties hereto.

4.3 All work performed by Consultant hereunder shall be performed to the satisfaction of Webb County through its Commissioners Court. Webb County shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Webb County. Webb

County shall have the right to terminate this Agreement, in accordance with “Article VIII. Termination”, in whole or in part, should Consultant’s work be unsatisfactory to Webb County; however, Webb County shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should Webb County elect not to terminate this Agreement.

4.4 Statements and Reports – Consultant agrees to submit an activity report detailing Services provided pursuant to the terms of this Agreement on a quarterly basis (June 1st, September 1st, December 1st, February 28, 2026) and at such other times as Webb County shall request.

In connection with the Services, Consultant warrants and represents to Webb County that:

- 1) Consultant has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;
- 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards; and
- 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations.

Article V.
Compensation to Consultant

5.1 For and in consideration of Consultant’s performance in a satisfactory and efficient manner of all the services and activities set forth in this Agreement as determined by Webb County, Webb County agrees to pay Consultant on a monthly basis beginning March 1, 2025 through the 28th day of February 2025. Each month, Consultant shall submit to Webb County an invoice for services performed and reimbursable costs incurred by Consultant during the previous month. Terms of each invoice shall be net thirty (30) days. Webb County shall not pay any additional expenses unless agreed to by a representative of Webb County in writing.

5.2. WEBB COUNTY agrees to pay to Consultant for satisfactory completion of all services provided under this Agreement a sum not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) per month. Further, reimbursable out-of-pocket and other expenses and charges incurred by the Consultant in performing the services under this Agreement with regards to **travel (transportation) to Mexico, meals and hotel accommodations in Mexico** which shall be separately billed and reimbursed on a cost basis.

5.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by Webb County. The parties agree that all compensable expenses of Consultant have

been provided for in the total payment to Consultant as specific in this Article. Webb County shall not be required to pay any amount in excess of the above sum certain and reimbursable expenses incurred for travel, meals, and hotel accommodations in Mexico, without prior written approval and agreement of all parties, evidenced in writing and approved by Webb County.

Article VI.

Ownership of Documents

6.1 Any and all writings, documents, information in whatever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of Webb County; and no writing document or information shall be the subject of any copyright or proprietary claim by Consultant.

6.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, Webb County has the right to use all such writings, documents and information as Webb County desires, without restriction.

Article VII.

Records Retention

7.1 Consultant and its subcontractors, if any shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to Webb County at their respective offices, at all reasonable times and as often as Webb County may deem necessary and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Webb County and any of its authorized representatives.

7.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is no litigation or other questions, arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that Webb County shall have access to any and all such documents at any and all times, as deemed necessary by Webb County, during said retention period. Webb County may, at its election, require Consultant to return said documents to Webb County prior to or at the conclusion of said retention.

7.3 Consultant shall notify Webb County, immediately, in the event Consultant receives any requests for information from a third party, which pertains to the documentation and records referenced herein.

Article VIII.

Termination

8.1 For purpose of this Agreement, “termination” of this Agreement shall mean termination by expiration of the Agreement term a stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.

8.2. *Termination Without Cause.* This Agreement may be terminated by either Party upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article XIV. Notice.

8.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article XIV. Notice, Webb County may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement.

8.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval as provided in “Article X. Assignment and Subcontracts”.

8.4 *Default with Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this Section 8.4 below, same shall be considered an event of default. Webb County shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, to cure the default. If Consultant fails to cure the default within the fifteen (15) day cure period, Webb County shall have the right, without further notice, to terminate this Agreement in whole or in part as Webb County deems appropriate, and to contract with another consultant to complete the work required in this Agreement. Webb County shall also have the right to offset the cost of said new consultant against Consultant’s future or unpaid invoice(s), subject to the duty on the part of Webb County to mitigate its losses to the extent required by law.

8.4.1 Bankruptcy or selling substantial all of company’s assets; or

8.4.2 Failing to perform or failing to comply with any covenant herein required; or

8.4.3 Performing unsatisfactorily

8.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

8.6 Regardless of how this Agreement is terminated, Consultant shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, reports,

photographs, instruments etc. prepared by Consultant and all subcontractors shall, at no cost to Webb County, be delivered to Webb County. Webb County shall pay Consultant for all work performed in accordance with the provisions of this Agreement prior to the date of termination. Consultant shall invoice Webb County for all work performed within thirty (30) days of termination notice. Webb County shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

Article IX.

Indemnity

9.1 **CONSULTANT** covenants and agrees to **INDEMNIFY** and **HOLD HARMLESS**, **WEBB COUNTY** and the elected officials, employees, officers, directors, volunteers and representatives of **WEBB COUNTY**, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor committed by the **CONSULTANT** or the **CONSULTANT'S** agent, **CONSULTANT** under Agreement, or another entity over which the **CONSULTANT** exercise control. Such acts may include personal or bodily injury, death and property damage, made upon **WEBB COUNTY** directly or indirectly arising out of, resulting from or related to **CONSULTANT'S** activities under this Agreement, including any negligent or intentional acts or omissions of **CONSULTANT**, any agent, officer, director, representative, employee, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of **WEBB COUNTY**, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

9.2 The provisions of this Indemnity are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise Webb County in writing within twenty-four hours of any claims or demand against Webb County or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement.

9.3 **Duty to Defend.** Consultant covenants and agrees to hold a **Duty to Defend** Webb County and its elected officials, employees, officers, directors, volunteers and representatives of Webb County, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of actions, other than claims based wholly or partly on the negligence of, fault of, or the breach of contract by Webb County, Webb County's agent, Webb

County's employee or other entity, excluding the Consultant or the Consultant's agent, employee or sub-consultant, over which Webb County exercises control. Consultant is required under this provision and fully satisfies this provision by naming Webb County and those representatives listed above as additional insured under the Consultant's general liability insurance policy providing defense provided under the policy upon demand by Webb County.

9.4 **Employee Litigation.** In any and all claims against any Party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

9.5 **Force Majeure.** Webb County agrees that the Consultant is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third-party governmental agency to act in timely manner not caused or contributed by Consultant.

Article X. Assignment and Subcontracting

10.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees, or its subcontractors shall perform all necessary work.

10.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by Webb County, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. Webb County shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any reference in this Agreement to any assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Webb County.

10.3 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer, or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Webb County, as evidenced by an amendment to this Agreement and approval of said amendment by Webb County. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

10.4 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void *ab initio* and shall confer no rights upon any third person. Should

Consultant assign, transfer, convey, delegate or otherwise dispose of any part of all or any part of its right, title and interest in this Agreement, Webb County may, at its option, terminate this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VIII. Termination, notwithstanding any other remedy available to Webb County under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to Webb County, which Webb County sustains as the result of such violation.

Article XI.
Amendments

11.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletion to the terms hereof, shall be effected by amendment, in writing, executed by both Webb County and Consultant subject to formal approval by Webb County through its Commissioners Court.

Article XII.
Changes

12.1 Webb County may, from time to time, require changes in the scope of the services to be performed under this Agreement. Such changes as are mutually agreed upon by and between Webb County and Consultant shall be incorporated by written modification to this Agreement as provided under Article XI.

Article XIII.
Conflict of Interest

13.1 Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations, and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates, or subcontractors of Consultant.

XIV.
Notice

14.1 All notices and communications under this Agreement are to be mailed by Return Receipt Requested to Webb County and shall be sent to the address of Webb County's agent as follows, unless and until Consultant is otherwise notified:

Webb County
Attention: Hon. Tano E. Tijerina
Webb County Judge
1000 Houston Texas
Laredo, Texas 78040

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until Webb County is otherwise notified:

Mr. Rafael Dueñas
1504 Palmer Drive
Laredo, Texas 78045-1904
rafelduenas889@gmail.com

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

Article XV.

Successors and Assigns

15.1 Webb County and Consultant each binds himself and his successors, executors, administrator, and assigns to the other Party of this Agreement and to the successor, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement. Neither Webb County nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

XVI.

Applicable Law

16.1 This Agreement is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Consultant will make any and all reports required per Federal, State or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Webb County, Texas, for all purposes including performance and execution.

XVII.

Severability

17.1 If any of the terms, provisions, covenants, conditions, or any other part of this Agreement are held for any reason to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force

and effect and shall in no way be affected, impaired, or invalidated.

XVIII.

Remedies

18.1 No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XIX.

Entire Agreement

19.1 This Agreement, together with its exhibits, if any, constitute the final and entire and final agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreement, 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 Article XII, Amendments.

XX.

Non-Waiver of Performance

20.1 Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of Webb County, such changes must be approved by Webb County through its Commissioner's Court as provide under Article XI, Amendments. No action or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Article XXI.

Law Applicable

21.1 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.

Article XXII.

Venue

22.1 The parties to this Agreement agree and covenant that this Agreement will be enforceable in Laredo, Webb County, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Webb County, Texas.

Article XXIII.

Rule of Construction

23.1 The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, 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 agreement or any amendments or exhibits hereto.

Article XXIV.

Legal Authority

24.1 This signer of this Agreement for Consultant represents, warrants, assures, and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of terms, conditions, provisions and obligations herein contained.

Article XXV.

Captions

25.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

Article XXVI.

Incorporation of Exhibits

26.1 Each of the Exhibits listed below is an essential part of this Agreement, which governs the rights and duties of this Parties, and shall be incorporated herein for all purposes:

Attachment "A"- Scope of Services; Fee Summary

Article XXVII.

Miscellaneous Provisions

27.1 **Eligibility Certification.** Consultant certifies that the individual or business entity

named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

27.2 Foreign Corrupt Practices Act Compliance ("FCPA"). Consultant shall not take any action, directly or indirectly, that would result in a violation by Consultant of the Foreign Corrupt Practice Act, including without limitation, making use of the mails, or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office in contravention of the FCPA. Consultant has conducted its business in compliance with the FCPA and has instituted and maintained policies and procedures to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. Breach of this provision may render the Consultant and/or agents liable to punishment by law.

27.3 Confidential Information. Consultant agrees for themselves and on behalf of all employees and agents of Webb County, that with respect to any data, documents or other writings supplied by Webb County to Consultant and identified as proprietary or confidential information (hereinafter referred to as "Confidential Information"):

- a) To use such Confidential Information only in Consultant's performance under this Agreement;
- b) Not to make copies of such Confidential Information or any part thereof without the written permission of Webb County;
- c) Not to disclose any such Confidential Information or any part thereof to others for any purpose;
- d) To limit dissemination of such Confidential Information to persons within Consultant's employ who are directly involved in Consultant's performance under this Agreement and have a need to use such Confidential Information for purposes of such performance only;
- e) To return such Confidential Information and any copies thereof to Webb County at the completion of all services under this Agreement or at such earlier date as Webb County may designate.

Confidential Information shall include, but is not limited to, all written documentation which is required to be delivered under this Agreement or which is delivered pursuant to the Agreement.

27.4 Public Release of Information. Consultant shall obtain the prior written approval of Webb County concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Consultant. Consultant agrees to give Webb County reasonable advance time for review of any materials submitted to the Client for approval.

27.5 Immunity. Webb County does not waive or relinquish any immunity or defense on

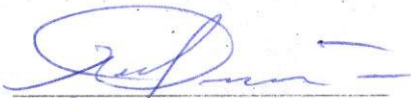
behalf of themselves, commissioners, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

27.6 **No rights created.** This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

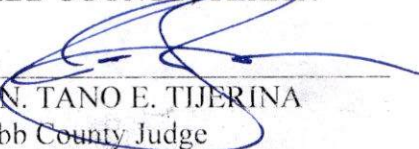
27.7 **Effective Date.** This agreement is effective as of March 1, 2025, even if any signatures are made after that date.

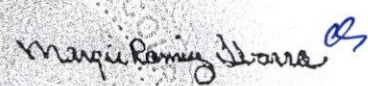
EXECUTED and AGREED to as of the dates indicate below.

RAFAEL DUEÑAS:

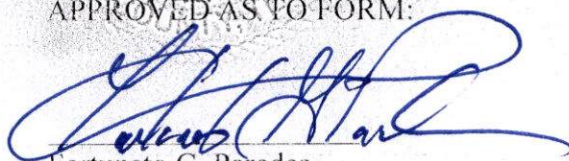
By: 
RAFAEL DUEÑAS
Date: 03-13-25

WEBB COUNTY, TEXAS:

By: 
HON. TANO E. TIJERINA
Webb County Judge
Date: 2/24/25

ATTEST 
By: 
HON. MARGIE RAMIREZ IBARRA
Webb County Clerk

APPROVED AS TO FORM:


Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's 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 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).