

# MEMORANDUM OF UNDERSTANDING

between the

**THE CITY OF LAREDO**

and

**PORT OF CORPUS CHRISTI AUTHORITY**

This Memorandum of Understanding (**MOU**) between the **City of Laredo, Texas**, a home-rule municipality with its offices located at 1110 Houston Street, Laredo, Texas 78040 and the **Port of Corpus Christi Authority**, governed by a seven-member board of commissioners that operates under provisions of the Texas State Constitution, with its principal office located at 222 Power Street, Corpus Christi, Texas 78401 (hereinafter collectively referred to as the “parties”).

WHEREAS,

The **parties** hereto believe it is in their mutual interest to establish an alliance of cooperation aimed at facilitating international trade and generating new business by promoting the trade routes between Laredo and the Port of Corpus Christi in the Gulf of Mexico of the United States and;

Such new business would help to increase the present level of economic growth by increasing job opportunities and revenues within the Port of Corpus Christi and the City of Laredo;

The **parties** are constantly undertaking a series of activities aimed at improving business relationships; and,

The **parties** desire to cooperate in improving their business practices and increasing their level of services available.

NOW, THEREFORE, the **parties** agree to:

1. Undertake joint initiatives, subject to their respective authority and regulations, to satisfy the above stated objectives which will include:

a. Joint Marketing Activities – As convenient, the **parties** may elect to undertake joint marketing efforts to generate new business. These joint marketing efforts may include, but are not limited to, joint advertising activities aimed at promoting trade routes; joint exhibitor booths at regional events; joint press conferences; editorial placement and other public relations materials or activities of mutual interest. These activities can complement the current economic development efforts of START (the South Texas

Alliance for Regional Trade) of which the Port of Corpus Christi, Port San Antonio and Laredo Chamber of Commerce are founding members.

b. Data Interchange - The **parties** may elect to share data that may be helpful in forecasting future trade flows, developing marketing strategies and obtaining additional knowledge about market trends. The **parties** may also exchange information on subjects of interest that may include transit information, type of commodities, cargo tonnage, future plans, and liner services, among others.

c. Market Studies - The **parties** may elect to exchange information contained in studies performed by them or by their consultants or representatives that may be of interest to the other party. The information contained in the studies shall be treated in a confidential manner to the extent permitted by law. The **parties** may also elect to perform joint studies that address areas of mutual interest.

d. Modernization and Improvements - The **parties** may elect to share information regarding improvements and/or modernization efforts being undertaken and which may have as a purpose the need of satisfying an increase in demand or improved customer services.

e. Training - The **parties** may elect to share information on training programs and may develop joint training seminars as well as cross-training activities.

f. Technological Interchange - The **parties** may elect to share their technological capabilities and programs as well as the information contained in them.

g. Legislative Priorities - The **parties** may elect to work together on state legislative issues and federal issues that advance and promote both parties. These priorities may include transportation projects, economic development, security and international trade.

h. Educational Opportunities – The **parties** may elect to work with Texas A&M University-Corpus Christi and Texas A&M International University to create co-educational opportunities to further the understanding of international trade, economic development, and cultural studies as they relate to the trade routes and business activities of Laredo and the Port of Corpus Christi.

2. It is intended that this relationship will last for three (3) years, renewable upon mutual agreement by both **parties**.

3. The **parties** acknowledge that they are bound by their respective public laws and regulations involving the disclosure of public records to the public.

4. Nothing contained herein shall be construed as creating the relationship of principal and agent or of partnership or of joint venture between the **parties**, and neither party shall have the power to bind the other in contract to cause a party to be liable for the acts or conduct of the other party.

5. Either party may terminate this MOU, by informing the other, in writing, and giving a thirty (30) day notice of termination.

6. Both **parties** are free to form other partnerships, of a similar or identical nature, with other entities.

7. This document sets forth the complete agreement of the **parties** with regard to this alliance of cooperation. This MOU may be amended in writing only, and such amendment shall be signed and dated by both **parties**.

8. It is the intention of this MOU to set forth the general intentions of the **parties**, and not to set forth any legally binding rights or obligations. This MOU will be effective upon signature by the authorized representative of each of the **parties**.

*This agreement is signed and duplicated in Laredo, TX on August 30, 2016.*

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**Pete Saenz**  
Mayor, City of Laredo

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**Charles W. Zahn, Jr.**  
Chairman, Port of Corpus Christi Authority Commission

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**Jesus M. Olivares**  
City Manager, City of Laredo

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**John P. La Rue**  
Executive Director, Port of Corpus Christi Authority

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**Henry Cuellar**  
United States Congressman, District 28

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**Richard Peña Raymond**  
Texas State Representative, District 42