

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Laredo Center for the Arts**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through its County Judge, as authorized by its Commissioners Court, (hereinafter referred to as "County") and the **Laredo Center for the Arts**, a non-profit corporation, acting by and through Ms. Rosie Santos its Executive Director.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Laredo Center for the Arts, covenants and agrees to provide the services set forth in the attached Exhibit "A" incorporated herein by reference as if set out in full during Webb County's fiscal year, being October 1, 2019 through September 30, 2020.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

Laredo Center for the Arts, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, Laredo Center for the Arts, shall provide all necessary equipment, supplies, vehicles, utilities and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

**ARTICLE 3
REPORT TO COUNTY**

Laredo Center for the Arts, shall submit a detailed annual report to the **County Auditor** with copy of same to the **County Treasurer**, which shall identify the services delivered and expenses incurred under this agreement. Said report shall be submitted to the County no later than September 30, 2020.

ARTICLE 4 DURATION OF CONTRACT

This agreement shall be in effect for 12 months beginning October 1, 2019 and ending September 30, 2020.

ARTICLE 5 COMPENSATION

County shall fund Laredo Center for the Arts, a total of EIGHT THOUSAND DOLLARS (\$8,000.00) for its services under this agreement, payable within fifteen (15) days of the Commissioners Court approval of this contract.

It is expressly understood and agreed by the parties hereto that the EIGHT THOUSAND DOLLARS (\$8,000.00) is subject to the availability of funds. This EIGHT THOUSAND DOLLARS (\$8,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary. It is expressly agreed that **absolutely none of the funds granted by this agreement shall be used for any payroll expenses, employee wages, benefits and or salaries** and failure to comply with this provision is a material breach of this contract and may obligate Laredo Center for the Arts to repay funds and/or disqualify Laredo Center for the Arts from applying for this grant in the future.

ARTICLE 6 NON-ASSIGNABILITY

Laredo Center for the Arts, shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

ARTICLE 7 ACCESS BY COUNTY TO RECORDS

Laredo Center for the Arts expressly agrees to maintain complete and accurate financial records of expenditures made by Laredo Center for the Arts and as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners Court, County Auditor of their designees, for inspection and review. Additionally, Laredo Center for the Arts shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the Laredo Center for the Arts performance under this contract. All such required records shall be clearly identified and readily accessible to the County for three (3) years after final payment under this contract, or after termination of this contract, whichever is later.

**ARTICLE 8
COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County at any time on 30 days written notice to Laredo Center for the Arts

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Laredo Center for the Arts whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Laredo Center for the Arts shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Laredo Center for the Arts shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

**ARTICLE 12
NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid as follows:

To County: County Judge/Chief Executive Administrator
1000 Houston St., 3rd Floor
Laredo, Texas 78040

and General Counsel
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

To: Laredo Center for the Arts
Ms. Rosie Santos
Executive Director
500 San Agustin Ave.
Laredo, Texas 78040

ARTICLE 13 INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

ARTICLE 14 SEVERABILITY

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

ARTICLE 15 LAW OF TEXAS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

ARTICLE 16 AMENDMENT

No changes to this Agreement shall be made except upon written agreement of both parties.

ARTICLE 17 HEADINGS

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

ARTICLE 18 WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 19
COUNTERPARTS**

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

**ARTICLE 20
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Signed in duplicate originals, both of equal force, on this the _____ day of October, 2019.

COUNTY OF WEBB

Laredo Center for the Arts

Honorable Tano E. Tijerina
Webb County Judge

Rosie Santos
Executive Director

ATTEST:

Honorable Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Nathan R. Bratton
Webb County Civil Legal Division Director*

*By law, this 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 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).

Section 3
Programs/Services Provided

THE TEXAS CONSTITUTION PROHIBITS A COUNTY FROM MAKING A GIFT OF MONEY OR PROPERTY TO ANY PERSON OR ORGANIZATION. A COUNTY MAY, HOWEVER, CONTRACT WITH A PERSON OR ORGANIZATION TO PROVIDE SERVICES THAT PROVIDE A PUBLIC PURPOSE TO THE COMMUNITY. THE DETERMINATION THAT A SERVICE IS A PUBLIC PURPOSE; AND THE DECISION TO PROVIDE FINANCIAL ASSISTANCE TO AN ORGANIZATION'S MISSION TO THE COMMUNITY, IS EXCLUSIVELY THE DECISION OF THE COMMISSIONERS COURT. THERE IS NO ENTITLEMENT TO COUNTY FUNDS BY ANY ORGANIZATION.

This section sets forth a detailed description of the program for which funding is being requested. In the first column write the name or title of the program. In the second column describe the services which the program is to provide. *Be as specific as possible in setting out the deliverable or scope of services to be provided as this "Description of Services to be provided" will, if grant funds are awarded, form the basis of the description of services to be delivered by the organization in the funding contract with the County. Handwritten applications will not be accepted.*

Program Name

Description of Services to be provided

LCA LATE TIL 8: First Fridays

LCA will be hosting LCA LATE TIL 8: First Friday every first Friday of the month from 5pm-8 pm. LCA will offer out of town tourists and locals a variety of aesthetically pleasing exhibitions, installations, performance art, live music, art demonstrations, and children's activities and a handmade art market featuring local artist vendors. Out of town visitors and locals will participate in self-guided tours throughout the gallery. Free admission.

Gallery Exhibitions

LCA's Lilia G. Martinez gallery provides an aesthetically pleasing space for exhibitions, installations, sculpture pieces and permanent displays. The Laredo Center for the Arts provides local and out-of-town artists the opportunity to exhibit their artwork to all Laredoans and out-of-town visitors. Each exhibit is accompanied with a cocktail opening reception. The Opening Reception is organized as a "meet and greet" with the exhibiting artist. All the artwork on display in the exhibit is for sale. Exhibits are free and open to the public, all children and adults from all walks of life are welcome. Exhibits are open for viewing Tuesday through Saturday from 11 am to 4 pm.

Student Exhibitions

New original student art exhibits rotate every 30 days in the Laredo Area Community Gallery to expose Laredo's artistic young talent to local and out-of-town visitors and to provide a child's perspective on artistic expression. Available for viewing during regular hours Tuesday through Saturday from 11 am to 4 pm. 265 days out of the year. LCA exhibits artwork by all local elementary, middle, high school, and college students.

Art + Film

Art + Film will engage locals and out of town visitors by presenting film as the most dominant art form and visual medium. LCA will place film in dialogue with art and will bring free screenings of both art films/art documentaries and conversations about film to the community. Art + Film will encourage both culture and development by bringing local residents together to experience film as an art form.

Art + Yoga

Art+Yoga is an immersive experience meant to stimulate the artistic spirit and harness creative energies in a relaxing environment! Through the practice of yoga and meditation LCA hopes to inspire our members to lead more creative lives! Art + Yoga takes place on Tuesday's and Thursday's from 6:30-7:45 pm in our Mezzanine. Art + Yoga (Vinyasa Yoga) is a donation based class.

Handmade Art Markets

Downtown Laredo's Handmade Art Market helps promote local artists development and a sense of community. It provides a venue and platform for local artisans to sell their handmade items and market themselves. Handmade Art Markets are held in conjunction with First Fridays. LCA hosts Art Markets every other month from 5pm-8pm.

Intro to Art History and Color Theory

Art Classes held in downtown Laredo to promote young local children and teenage artists skill development and understanding of contemporary art. Held every Tuesday and Thursday of the month. Two sessions are held for two age groups. Tuesday sessions are from 6:30 pm-7:30 pm for children ages 6-10. The Thursday session is also from 6:30-7:30 pm for children ages 11-13 years old. Intro to Art History encourages both culture, creativity, and skill development.

Art Education: Art Workshops for Children and Adults

Art Workshops held in downtown Laredo to promote young and mature artists skill development. Held various times throughout the year. Art workshops encourage both culture, creativity, and skill development.

Tours/Activities

Tours and Activities are held in downtown Laredo to promote art appreciation and art history. Held various times throughout the year upon request or by appointment. Art tours encourage both culture, creativity, and art appreciation.

Performance: Theatrical Productions

Every Summer LCA partners up with a local theatre company such as LITE Productions, LTGI, or Break a Leg Productions and hosts a summer theater production. Last summer LCA partnered up with Break a leg and LITE productions and hosted a summer musical titles, A Putnam County Spelling Bee. This summer LCA has partnered up again with LITE and Break a Leg and will host two summer plays, One Flew Over the Cuckoo's Nest and Cabaret.

Education: "Día de los Muertos"

Cultural Festival Held on November 2. Cultural Festival includes altars, hands-on art workshops, exhibits, lectures, arts and craft booths, theatrical, music, and dance performances.

Art + Music

LCA will offer a variety of live music concerts/performances. Out of town visitors and locals will attend performances held in the downtown area. Art + Music is a new initiative that will create synergy between the visual arts and music. It will celebrate Laredo's emerging vibrant contemporary art scene by meshing live musical performances with performance art demonstrations, hands on art making experiences, and exhibits. LCA's first Art + Music featured music by guest artist Erika Wennerstrom of the Heartless Bastards and an exhibit by local artists Gil Rocha, Poncho Santos, and Mauro Martinez.

Performance: Poetry and Prose At Book Nook Bookstore

The Book Nook Bookstore will sponsor a variety of literary presentations including poetry readings, book signings, and workshops by local and out-of-town presenters. Open to the public. LCA serves local and out-of-town, children and adults of all ages and economic levels.

**Performance: Special Event/
Fundraisers**

In an effort to continue supporting artistic attractions hosted by the Laredo Center for the Arts, fundraisers are held throughout the year each one with a diverse artistic theme. These fundraisers allow the Center the ability to provide free admission to the community to all LCA events. Local and out-of-town adults are invited to attend.

Other Events:

LCA is utilized by various City and County entities and other non-profits for public gatherings, meetings, or conferences such as the Laredo Convention & Visitor's Bureau State Conferences, RGISC & Monte Mucho Audubon Society's Birding Festival, and Communities in Schools. LCA hosts various welcome receptions and award presentations for local non profits as well.

Historical Significance

The building continues to attract out-of-town preservationists and history buffs to take a walk back in time and admire the architectural integrity of the 130 year old building that continues to reign over the historic district. Registered in the State of Texas as a historical marker the Laredo Center for the Arts, is open for viewing to the public (to children and adults from all walks of life) for viewing Tuesday through Saturday from 11 am to 4 pm.