

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
Webb County Heritage Foundation, Inc.**

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 **Webb County Heritage Foundation, Inc.**, a non-profit corporation, acting by and through Ms. Margarita Araiza its Executive.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

Webb County Heritage Foundation, Inc., 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**

Webb County Heritage Foundation, Inc., 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, Webb County Heritage Foundation, Inc., 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**

Webb County Heritage Foundation, Inc., 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 Webb County Heritage Foundation, Inc., a total of TWENTY THOUSAND DOLLARS (\$20,000.00) 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 TWENTY THOUSAND DOLLARS (\$20,000.00) is subject to the availability of funds. This TWENTY THOUSAND DOLLARS (\$20,000.00) 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 Webb County Heritage Foundation, Inc. to repay funds and/or disqualify Webb County Heritage Foundation, Inc. from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Webb County Heritage Foundation, Inc., 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**

Webb County Heritage Foundation, Inc. expressly agrees to maintain complete and accurate financial records of expenditures made by Webb County Heritage Foundation, Inc. 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, Webb County Heritage Foundation, Inc. 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 Webb County Heritage Foundation, Inc. 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 Webb County Heritage Foundation, Inc.

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Webb County Heritage Foundation, Inc. whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Webb County Heritage Foundation, Inc. shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Webb County Heritage Foundation, Inc. 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: Webb County Heritage Foundation, Inc.
Ms. Margarita Araiza
Executive
P.O. Box 446
Laredo, Texas 78042

**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

Webb County Heritage Foundation, Inc.

Honorable Tano E. Tijerina
Webb County Judge

Margarita Araiza
Executive

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*

Program Name **Description of Services to be provided**

<p>Historical Records Repository for Laredo and Webb County</p>	<p>The WCHF maintains the archives of Laredo and Webb County through its collection of historically significant documents, photographs, maps, manuscripts, oral histories, and literature. This program serves the general public, researchers, genealogists, students, tourists, travel writers, professional writers, television, cinema, documentary, and other media professionals, city and county departments, and international visitors. Public enquiries received at the Foundation in person, by telephone or email. The archives are open for public access at no charge for members and \$15 an hour for distance assistance, from 8:30 am- 5pm, five days a week, 50 weeks per year, at the Foundation office.</p>
<p>Historical Preservation Advocacy</p>	<p>The WCHF is dedicated to advocacy of architectural preservation and protection through cooperation with other individuals and entities which seek historical designations, landmarks, and legislation. This program serves the communities of the border by active means to protect, restore, rehabilitate, support, or prevent the unnecessary demise or demolition of historic structures. Work on this program is done in collaboration with the City of Laredo’s Historic Landmark Board, the Webb County Historical</p>

	Commission, the Villa San Agustin de Laredo Genealogical Society, the Texas Historical Commission, Texas A&M International University, Preservation Texas, the Texas Tropical Trail Region, the Camino Real de los Tejas National Trail Association, The National Park Service and the National Trust for Historic Preservation.
Heritage Education/Community Outreach	The WCHF disseminates knowledge, promotes interest, and encourages study and research of this region's history and heritage through programs and services. Board members and staff provide visits to schools, media appearances, and presentations to civic groups to educate the public on local and regional history. The Foundation produces permanent as well as changing exhibits on regional history; presents the annual Heritage Awards which honor individuals and groups for outstanding commitment to historic preservation; commemorates the founding Laredo with an annual celebration in May; and names an annual President of the Republic of the Rio Grande. All these programs and services are open to the public. The Foundation also grants an annual President of the Republic of the Rio Grande Scholarship to one graduating senior in Webb County.
Historical House Museum	The Republic of the Rio Grande® Museum maintains a permanent and authentic exhibit of day-to-day life in a mid-nineteenth century Laredo home. This includes a kitchen with period utensils and furniture; a bedroom with archival linens, furniture, and accessories; a ranching office of the time with related artifacts; and the museum's front gallery which displays travelling or seasonal historical exhibits. The museum is equipped with audio devices which provide visitors with the opportunity to enjoy a self-guided tour by listening to narratives in English or Spanish. The museum provides visitors an authentic historical experience and one which houses artifacts in a secure and accessible environment. The museum is open Tuesdays-Saturdays from 9am to 4pm, 50 weeks per year.
Visitor Information Center	Located in the heart of the city and next to one of Laredo's most visited hotels, the Republic of the Rio Grande ® museum serves as an information

	<p>center providing historic and general information about Laredo and border area sites of interest. The museum provides printed materials about Laredo and its environs in English and Spanish.</p>
<p>Villa Antigua® Border Heritage Museum</p>	<p>This restored two-story brick building constructed in the early 20th century, was once home to two early Laredo merchant families. With its size and pivotal location on the banks of the Rio Grande, this Italianate-style residence is representative of the grand houses that populated the San Agustín District in the early twentieth century. The block, with several historic properties, is located immediately east of San Agustín Cathedral, Laredo’s oldest landmark and San Agustín Plaza, which dates to 1767.</p> <p>The home was abandoned for many years and survived numerous fires and initiatives aimed to demolish it. In 2002, the Webb County Heritage Foundation and the County of Webb acquired the home and undertook its historic rehabilitation. It now serves as the Villa Antigua Border Heritage Museum showcasing the region’s history, culture, industry, and populations through a series of changing exhibits and educational seminars.</p> <p>The Villa Antigua® Border Heritage Museum hosts guided tours for school age children and adults year-round. The museum also provides presentations on local history and preservation to schools, civic organizations, and visitors on a regular basis. The museum is open Tuesdays-Saturdays from 9am to 4pm, 50 weeks per year.</p>