

STATE OF TEXAS §
COUNTY OF WEBB §

MARGIE R IBARRA
COUNTY CLERK
FILED
2022 NOV -8 PM 4: 04
WEBB COUNTY, TEXAS
BY all DEPUTY

**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 Texas Non-Profit Corporation - 501(c)(3), 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, 2022 through September 30, 2023.

**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 **Webb County Auditor** with copy of same to the **Webb 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, 2022.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2022 and ending September 30, 2023.

**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 and any remaining funds shall be returned.

**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

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.

**ARTICLE 21
IMMUNITY**

County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

**ARTICLE 22
NO RIGHTS CREATED**

Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

**ARTICLE 23
INCORPORATION OF RECITALS AND EXHIBITS**

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.

**ARTICLE 24
EFFECTIVE DATE**

This agreement is effective as of the October 1, 2022, even if any signatures are made after that date.

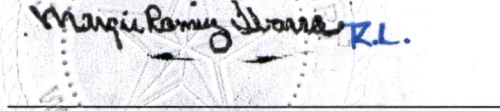
COUNTY OF WEBB



Honorable Tano E. Tijerina
Webb County Judge

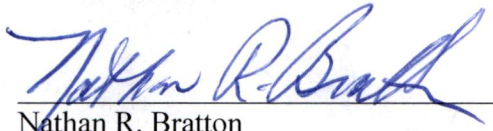
Date: 10/10/2022

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).

Laredo Center for the Arts



Rosie Santos
Executive Director

Date: 10/27/22

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 (dates, no. of persons to be served, detailed description of activity etc.) in setting out the deliverable or scope of services to be provided by your organization 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

Gallery Exhibitions

LCA Galleries provide an aesthetically pleasing space for exhibitions, installations, sculptural pieces, and permanent displays. LCA provides out-of-town and local artists the opportunity to exhibit their artwork to all out-of-town visitors and Laredoans. 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 for viewing Tuesday-Saturday from 11 am to 5 pm. LCA offers both in person and virtual exhibits. LCA offers free admission and is open Tuesday-Saturday from 11am-5pm and during the evenings for programming.

Student Exhibitions

LCA exhibits artwork by local elementary, middle, high school, and college students. LCA offers Student art exhibitions in the LACF Community Gallery. The Community Gallery enables children to experience a real professional gallery experience. By participating in student group exhibits children experience a boost in their self confidence and self esteem. LCA hosts "Birds of the Brush Exhibit," the largest birding exhibit in South Texas with over 200 participants, over 400 entries, over 1,000 attendees, and over 200 birders from around the country. LCA also exhibits artwork created by young artists enrolled in LCA's Kids Art Studio Art Classes.

Rev. 05/19/2022

Art + Yoga

Downtown Free Community Yoga Class that helps promote tourism by offering an alternative entertainment experience. Art & Yoga was created to expose out of town visitors and locals to a meditative frame of mind relevant both to experiencing a work of art and practicing yoga. Yoga techniques are used to enhance creative focus and flow. Experienced together, Art & Yoga can offer new ways of seeing the world and experiencing the self.

LCA Art Market

LCA Art Market helps promote tourism and visitors to the downtown area. It provides a venue and platform for local artisans to sell their handmade items and market themselves to tourists. LCA Art Market will offer out of town visitors and locals a downtown outdoor shopping experience. Local Artisans set up vendor booths in the LCA patio area and sell handmade one-of-a-kind items such as jewelry, art prints, paintings, ceramics, & crocheted items. LCA will also be offering an online store on our website that includes unique art items for anyone around the country to purchase a little piece of Laredo.

LCA KIDS ART STUDIO

Downtown Art Classes to increase tourism and visitors to the downtown area support, empower, and celebrate the artistic development of both children & adults. LCA's Art Classes encourage culture, creativity, and skill development. We currently offer LCA Kids Art Studio classes on Saturdays from 1-2 pm so that anyone visiting Laredo may enroll their children to participate. We also offer LCA AT HOME free virtual art lessons on our website.

Art Education: Art Workshops for Children and Adults

Workshops are used to promote tourism and artists skill development. LCA hosts workshops at various times throughout the year on weekends for tourists and locals to participate in. Art Workshops encourage exploration and creativity. LCA has recently offered Knitfitti (crochet making workshop), Print by Numbers (printmaking workshop), and Sustainable Saturdays (papermaking workshop).

Tours/Activities

Tours and Activities are held in downtown Laredo to promote tourism, art appreciation, and art history. Held various times throughout the year upon request or by appointment. Summer Saturday Art Tours are held every Saturday Art to increase tourism to the downtown area and to encourage culture, creativity, and art appreciation. LCA also offers special events/activities on the weekends throughout the year for tourists to participate in such as Make Music Day and Caminarte.

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A partnership between LCA, LITE Productions, & LTGI. To promote tourism and provide a variety of theatrical performances showcasing local, young talent for the enjoyment of out of town and local visitors. LTGI recently filmed BORDERS in LCA's mezzanine area.

Performance: Theatrical Productions

Dia de los Muertos Cultural Celebration Held on November 2. In order To promote tourism, preserve, and develop cultural border traditions through an elaborate display of Altars, exhibits, lectures, arts & craft booths, dance and musical performances, catrin and catrina costume contests, altar contest, and a film screening. This Event is free and open to the public. Exhibit portion remains on display throughout the month of November. Over 1,000 people attend this event.

Education: "Dia de los Muertos"

Book Signings

In order to cultivate a cultural and literary arts climate for tourists to enjoy LCA hosts a variety of literary presentations including poetry readings, book signings, and workshops by out of town and local presenters. LCA recently hosted book signings for two out of town writers: Wanda Garner Cash's book, "Pancho Villa's Saddle at the Cadillac Bar" and for Pati Jinich (world renowned Chef and PBS Personality) new cookbook "Treasures of the Mexican Table." Several tourists from Mexico and across the country attended these exclusive book signing events.

Performance: Special Event/ Fundraisers

In an effort to continue supporting artistic attractions LCA hosts fundraisers throughout the year with artistic themes. LCA staff and board use fundraisers as networking opportunities to explore new possibilities for community support of the arts. LCA showcases out of town guest artists and performers as part of the evening's entertainment. Most Recently LCA hosted a Book Signing for world famous chef/PBS Personality Pati Jinich's new cook book, "Treasures of the Mexican Table."

Other Events:

LCA is utilized by various City entities and other non-profits for public gatherings, meetings, or conferences to increase tourism and visitors to the downtown area. LCA has hosted the Society of Martha Washington Media Day, WBCA'S Poster Unveiling, Laredo Cultural Districts Make Music Day, RGISC Birds of the Brush Exhibit, City of Laredo's Downtown Parking Meeting and Bridge Master Plan Town hall Meeting, and District 8 Somo's Del Ocho Retreat, and an Autism Fundraiser.

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LCA Artist Residency Program

LCA Artist Residency program provides opportunities for artists from around the U.S. to spend time in our local atmosphere and environment. It supports cultural, and artistic exchange, nurtures experimentation and new ideas, and supports research and the development of new work.

CAMINARTE: DOWNTOWN
ART WALK EVERY FIRST
FRIDAY OF THE MONTH

LCA will be hosting Caminarté, downtown art walk every first Friday of the month from 5pm-9 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.

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. LCA most recently screened The Southern Front by local filmmaker Carlos Flores.

Art + Music

LCA will offer a variety of live music concerts/performance. 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 has featured music by guest artist Erika Wennerstrom of the Heartless Bastards and an exhibit by local artists Gil Rocha, Poncho Santos, and Mauro Martinez. Our upcoming Art & Music will feature The Vista Kicks and Cande Aguilar aka Barrio Pop.

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