


MARGIE R IBARRA
COUNTY CLERK
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2023 OCT 30 PM 2:38

WEBB COUNTY, TEXAS

BY  DEPUTY

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 501(c)(3) non-profit corporation, acting by and through Ms. Margarita Araiza its Executive Director.

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, 2023 through September 30, 2024.

**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 **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, 2024.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for 12 months beginning October 1, 2023 and ending September 30, 2024.

**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. and any remaining funds shall be returned.

**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

To: Webb County Heritage Foundation, Inc.
Ms. Margarita Araiza
Executive Director
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.

**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**

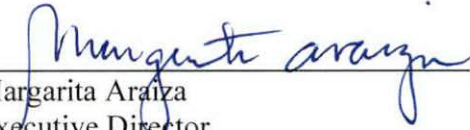
This agreement is effective as of the October 1, 2023, even if any signatures are made after that date.

[Remainder of page intentionally left blank – Signature page follows]

COUNTY OF WEBB

Webb County Heritage Foundation, Inc.

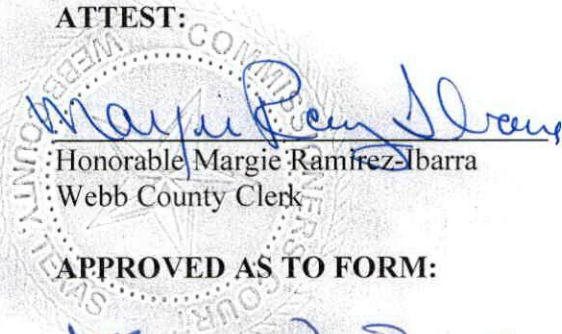


Honorable Tano E. Tijerina
Webb County Judge


Margarita Araiza
Executive Director


Date: 10/10/2023

Date: 30 October 2023

ATTEST:



Honorable Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Nathan R. Bratton
Webb County Civil Legal Division *

*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).

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: Historical Records Repository

Description: 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 are received at the Foundation in person, by telephone or email.

Goals: To be the most comprehensive repository of information on local and regional history; to increase the size and variety of our historic collections through a continuous public campaign urging the border community to bring forward their historical photos, documents, oral histories etc. for assessment and possible donation to the Foundation; to add one new collection of historic documents, photos or artifacts per year.

Objectives: To acquire a selection of historic materials unique to this area; to maintain a secure and professional site for the storage and care of our historical collections; to upgrade the availability of our oral history and photo collections through an ongoing digitization program; to continue the work of accessioning collections to computer and web page files in order to attract more visitors to our city for research purposes or to visit the historic sites mentioned in our archival materials.

Performance Measures: Catalogue and digitize 10% more of our oral history and photo collections; index 10% more of our existing accessioning information to computer files and update all to web site indices; document out-of-town visitors to our archives center and track electronic public enquiries received from outside Laredo; use social media to inform public and students about our archives facility and how to use it; to continue and expand the Community Archivist (internship) program of training personnel in identifying, cataloging, and proper storage of archival resources to assist in the work of the WCHF.

Program: Historical Preservation Advocacy

Description: 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 Commission, the Villa San Agustin de Laredo Genealogical Society, the Texas Historical Commission, Texas A&M International University, 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.

Goals: To enhance programs and services that protect local historic resources; to collaborate with local, state, and national groups in promoting historical sites in Webb County; to collaborate with the County of Webb in protecting and developing downtown historic districts and safeguard development in historic residential neighborhoods; to promote awareness of regional cultural treasures through education and entertainment programs; to protect the historic architecture of Laredo and Webb County; to protect the city's oldest landmark — the Rio Grande — through collaboration with the Binational River Restoration Committee of the cities of Laredo and Nuevo Laredo.

Objectives: Collaborate with the Texas Tropical Trail Region board and the National Park Service's El Camino Real de los Tejas National Trail, Laredo Main Street, and the Webb County Historical Commission to promote local heritage tourism sites; the City of Laredo's Historic District Landmark Board, and the Viva Laredo Comprehensive Plan; promote Laredo's historic resources through collaboration with the Texas Historical Commission and the National Trust for Historic Preservation; support the work of the Foundation's Advocacy Committee in identifying and protecting local endangered historic structures.

Performance Measures: Produce three videos or brochures promoting the value of historic preservation for the general public and school audiences; to promote regional historic preservation and preservationists through the annual Founders' Day Celebration and Heritage Awards; to provide a venue (Border Heritage Museum) for public meetings that disseminate information on state and national historic trails and highways and preservation planning; to provide input and expertise on the Viva Laredo Comprehensive Plan; to provide representation and collaboration on the City's Historic Districts Landmark Board and on the City's Convention & Visitors Bureau committee; to provide input and guidance on safeguarding and preserving Casa Ortiz; to assist with the preservation of an endangered U.S. Army historic structure on the Laredo College campus; to help develop a heritage and eco-tourism site at the Rio Grande through development of a Binational River Restoration project.

Program: Heritage Education / Community Outreach

Description: 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.

Goals: To increase awareness and appreciation for local history, historic architecture, and historic sites through programs, services, and world-wide promotion utilizing print media and the WCHF's website and Facebook page; to increase acceptance of historic preservation as a viable tool for economic development; to increase knowledge of local historic cultural treasures; to increase knowledge and appreciation of our community's history and heritage through inclusion in a formal academic curriculum.

13-14 - Section 3 & 4 (Continued)

Objectives: Increase interest in downtown historic architecture and its preservation through interactive tour products and entertainment; familiarize audiences with the history and heritage of Laredo through changing exhibits at the Museums of Villa Antigua; encourage greater participation at our Founders' Day and Villa Antigua events through increased school visits and civic group presentations; seek partnerships with private and civic groups on sponsorship of these public events and programs; add to our series of video history shows promoting local history and heritage for area students and tourists; expand our Laredo History course in schools.

Performance Measures: Increase museum visits by 20%; provide one annual President of the Republic of the Rio Grande scholarship to graduating seniors in Webb County; produce three new video presentations on local history geared for heritage tourists and locals; distribute 300 "Seven Flags of Laredo" rack cards to local schools; sponsor the annual Historic Laredo Calendar photo competition and exhibit; promote the new exhibit on the Republic of the Rio Grande; present a classic movie series on the patio of the Border Heritage Museum; provide two book-signing events promoting publications on local and regional heritage; host the third annual "Dining Under Seven Flags" Restaurant Week in Laredo; host a new Republic of the Rio Grande banquet and Presidential inauguration.

Program: Historical House Museum - (Republic of the Rio Grande @ Museum)

Description: 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 a brand new bilingual exhibit on the Republic of the Rio Grande. 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.

Goals: To continue to provide an authentic nineteenth century local experience for visitors to the museum; to promote knowledge of the Republic of the Rio Grande; to foster appreciation of earlier generations and their accomplishments; to promote and protect Laredo's most important historical landmark through a new state-of-the-art bilingual museum exhibit and virtual exhibit on the history of the Republic of the Rio Grande.

Objectives: Provide an easily accessible and user-friendly museum experience through electronic as well as guided tours and historical exhibits; upgrade museum Gift Shop inventory to stimulate interest in local history; upgrade historic house section of the exhibit and sound equipment.

Performance Measures: Increase visitation to museum by 20%, distribute promotional brochures on museum through LCVB, local hotels, Texas Visitor Center, and infollow-up mail-outs; increase museum Gift Shop sales by 20%; purchase new sign-in electronic equipment; purchase new electronic point-of-sale equipment for both museums; increase promotion of museum on social media sites; produce a new promotional publicity campaign to publicize the new Republic of the Rio Grande museum exhibit and virtual exhibit.

Program: Visitor Information Center

Description: 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 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. Our second visitor information center is located at 500 Flores Avenue, at the Webb County Heritage Foundation office. This includes information on things to do in Laredo, local events, directions, bathroom facilities, and city and county office information.

Goals: To provide local residents and visitors information and directions to a variety of historical, cultural, shopping and dining experiences available in the border region.

Objectives: Improve and maintain a website and Facebook page which provide information worldwide on Laredo history and the programs and services of the Foundation and the Republic of the Rio Grande and Border Heritage Museums. **Performance Measures:** Track website "hits" and office enquiries for a proposed 20% increase in fulfilled requests for information; apply for grant to upgrade sign-in and security museum equipment; collaborate with TripAdvisor website on providing world-wide information of museums and tours, to proceed with rehabilitation of the historic Lockwood Building at 819 Zaragoza St. as new site for WCHF Visitors Center.

Program: Heritage Tourism

Goals: To promote Laredo and Webb County as a unique heritage tourism destination; to promote the significance of the Republic of the Rio Grande to residents and visitors alike; to provide knowledgeable and entertaining tourism experiences through a variety of programs, services, and events featuring local history and heritage.

Objectives: Continue marketing for Villa Antigua Museums and related historic sites; increase visitation to existing local historic sites through participation with National Park Service as official "Interpretive Sites"; collaborate with the LCVB's Visitor Guide, the Texas Tropical Trail Region, the Texas Historical Commission, the National Trust for Historic Preservation, and the Texas Visitors' Bureau on promoting historical sites and attractions for tourists; to promote heritage tourism to the Museums of Villa Antigua; collaborate with the LCVB to revamp promotion and publicity about Laredo's historic tourism attractions, cross-promote the Republic of the Rio Grande Museum at the Laredo International Airport.

Performance Measures: Increase walking tour attendance by 20%; increase museum attendance by 20%; distribute 500 brochures on Republic of the Rio Grande Museum, Border Heritage Museum, and the brief history of Laredo pamphlet entitled "Laredo Legacies"; track hotel stays through Visitor Registration data gathering at Museums of Villa Antigua; continue work with Texas Historical Commission on promoting the Travel Guide and mobile app featuring the Hispanic Heritage of Texas; collaborate with TripAdvisor website on providing world-wide information on Laredo's history museums and tours; collaborate with El Camino Real de los Tejas National Trail Association and the Texas Tropical Trail publicity promoting Laredo as a tourist stop on those trails through mutual website links; maintain a limited-range FM radio station that features free mini-tours of historic districts accessible to any automobile or FM radio; host third annual "Dining Under Seven Flags" Restaurant Week in Laredo and promote on sponsors' electronic billboards throughout Texas; promote the unique history of the Republic of the Rio Grande to global visitors through an online virtual exhibit.

Program: Villa Antigua/Border Heritage Museum/ Lockwood Building

Description: The Border Heritage Museum is a restored two-story brick building constructed in the early 20th century that 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 Agustin District in the early twentieth century. The block, with several historic properties, is located immediately east of San Agustin Cathedral, Laredo's oldest landmark and San Agustin Plaza, which dates to 1767.

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, outdoor movies, and educational seminars.

The Villa Antigua Border Heritage Museum hosts guided tours for school age children and adults year-round. The museum also provides changing exhibits, events, and presentations on local history and preservation to schools, civic organizations, and international visitors on a regular basis. The museum is open Tuesdays-Saturdays from 9am to 4pm, 50 weeks per year. The mid-19th century Lockwood Building was stabilized in 2020 with a matching grant from the Texas Historical Commission's Preservation Trust Fund. It is one of the oldest remaining structures in the San Agustin Historic District. When rehabilitation work is completed, it will serve as a Visitor Center and Historical Archives facility for the public.

Goals: Villa Antigua aims to create a magnet for tourism and economic revitalization within several historic buildings in downtown Laredo. Located mostly in the heart of the San Agustin National Register District, the complex includes the Border Heritage Museum, the Republic of the Rio Grande Museum, the WCHF Research Center and Archives, and the Lockwood Building. The Villa Antigua Project is designed to spur private investment in rehabilitated historic buildings, creating a mix of public-private partnerships for growth. The WCHF owns, manages and/ or operates four different sites within the Villa Antigua area.

Objectives: To initiate Phase II construction plans and continue historical exhibits for the Border Heritage Museum; to consolidate and expand a growing core of downtown tourism venues, along with the Plaza Theatre, Iturbide St., and Laredo College at Ft. McIntosh that will encourage visits of longer than one day.

Performance Measures: Secure funding for three events to showcase the Museums of Villa Antigua to the public in the evenings; secure funding for continued restoration of the WCHF- owned Lockwood Building for use as new archives research and visitor center; to provide a venue (Border Heritage Museum) for public meetings that disseminate public information on state and national historic trails and highways.