

STATE OF TEXAS     §  
                                  §  
COUNTY OF WEBB   §

MARGIE R IBARRA  
COUNTY CLERK  
FILED

2023 NOV 15 PM 3:03

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 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, 2023 through September 30, 2024.

**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, 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 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., 3<sup>rd</sup> 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**

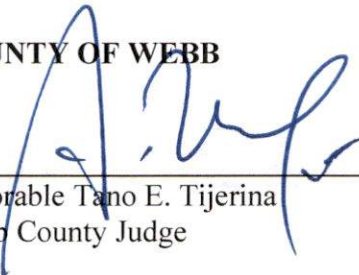
This agreement is effective as of the October 1, 2023, even if any signatures are made after that date.

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

COUNTY OF WEBB

Laredo Center for the Arts

For:

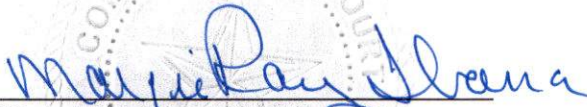
  
Honorable Tano E. Tijerina  
Webb County Judge

  
Rosie Santos  
Executive Director


Date: 10/10/2023

Date: 11/9/2023

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 Name

Description of Services to be provided

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 out-of-town visitors and locals. 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, tourists, children and adults from all walks of life are welcome. Exhibits are open for viewing Tuesday through Saturday from 11 am to 5 pm.

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 gallery enables children to experience a real professional gallery experience. LCA hosts the 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 across the country. LCA also hosts LISD VMT Magnet Schools exhibit with over over 200 participating students from the district and over 500 attendees.



**ART & YOGA**

Downtown Donation Based Community Yoga Class that helps promote tourism by offering an alternative entertainment experience.

ART & YOGA was created to expose tourists and locals to a meditative frame of mind similar to what one experiences when viewing a work of art. Yoga techniques are used to enhance creative focus and flow.

**LCA Handmade Art Markets**

Downtown Laredo's Handmade Art Market helps promote tourism and brings 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 offers tourists 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.

**LCA KIDS ART STUDIO**

Downtown Art Classes to increase tourism and visitors to the downtown area support, empower, and celebrate the artistic development of children & adults. LCA Kids Art Studio encourages both culture, creativity, and skill development.

**Art Education: Art Workshops for Children and Adults**

Art workshops are used to promote cultural tourism and skill development. LCA hosts workshops at various times throughout the year on weekends for tourists and locals to participate in. Workshops encourage exploration and creativity.

**Tours/Activities**

Tours and Activities are held in downtown Laredo to promote cultural tourism, 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. Summer Saturday Art Tours are held every Saturday to increase tourism to the downtown area.

**Performance: Theatrical Productions**

Every Summer or Fall, LCA partners up with a local theatre company such as LTGI and hosts a theater production. Most recently, LCA partnered up with LTGI and hosted Hedwig and The Angry Inch. Each show sold out every night and garnered a lot of media attention.

**Education: "Dia de los Muertos"**

Cultural Festival held to promote cultural tourism and develop cultural border traditions. This cultural festival includes altars, art workshops, exhibits, lectures, arts and craft booths, theatrical, music and dance performances, catrin and catrina costume contests, and a film screening. Over 1,000 people attend.

**Book signings**

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 local and out-of-town presenters. Open to the public. LCA serves tourists and local children and adults of all ages and economic levels.

**Performance: Special Event/  
Fundraisers**

In an effort to continue supporting artistic attractions hosted LCA hosts fundraisers throughout the year with artistic theme. These fundraisers allow the Center the ability to provide free admission to the community to all LCA events. LCA Staff and Board use fundraisers as networking opportunities to explore new possibilities for community support of the arts. LCA showcases popular guest performers as part of the evening's entertainment such as the Vista Kicks and Pete Astudillo.

**Other Events:**

LCA is utilized by various City and County entities and other non-profits for exhibits, public gatherings, meetings, or conferences to increase tourism and visitors to the downtown area such as the LTGI's Hedwig and The Angry Inch, RGISC & Monte Mucho Audubon Society's Birding Festival, SCAN Not in My Pants Project Exhibit, Make Music Day, Mundo Azul Fashion Show. LCA hosts various welcome receptions and award presentations for local nonprofits 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 5 pm.

**CAMINARTE (DOWNTOWN ART WALK): First Fridays**

In partnership with Cultivarte, LCA Artist Residency Program provides opportunities for artists from South Texas and the surrounding areas to spend time in our local art community and environment. It supports cultural and artistic exchange, nurtures Experimentation and new ideas and supports research and the development of new artistic work.

**CAMINARTE (DOWNTOWN ART WALK): 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.

**Art + Film**

Art + Film will increase cultural tourism to Laredo and engage tourists and locals by presenting film as the most dominant art form and visual medium. LCA will place film in dialogue with art and will provide free film screenings. Each screening will be followed by a Q&A Moderated by Alfonso Gomez-Rejon (director). Educational Master Classes will also be presented to tourists, film students, and cinefiles to educate and create dialogue about film within our community. Art + Film will feature acclaimed and established film industry cinematographers, actors, writers, directors, production designers, composers, costume designers, and other crew members. LCA's Art +Film Series will encourage both culture and development by bringing film enthusiasts together to experience film as an art form. LCA recently hosted a Master Class with Award Winning Cinematographer Fred Elmes, Moderated by Laredo's famed Director Alfonso Gomez-Rejon along with a free screening of Blue Velvet at Alamo Drafthouse. Blue Velvet's film screening was followed by a Q & A moderated by Alfonso Gomez-Rejon.

**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 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, music by The Vista Kicks and an exhibit by Cande Aguilar, and music by Grammy Award Winning Grupo Fantasma.

Exhibit A