THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE

This Economic Development Program Agreement (the "Agreement") is entered into this _____ day of _____ **2026**, between the **COUNTY OF HIDALGO, TEXAS**, by and through, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and **THE RIO GRANDE VALLEY FINE ARTS CONSERVATORY,** a Non-Profit Organization, hereinafter referred to as the ("CONTRACTOR"), referred to collectively as the ("Parties").

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County;

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Arts Program" on July 17, 2018 under the authority of the Texas Local Government Code §381.004(b)(7), focused on the establishment comprehensive arts programs for the benefit of County residents; and

WHEREAS, the Hidalgo County Commissioners Court approved the creation of The Rio Grande Valley Fine Arts Conservatory Initiative, hereinafter referred to as ("Initiative") to encourage, promote, and improve the application of arts in order to stimulate business and commercial activity in the County;

WHEREAS, pursuant to Section 381.004(c), County is authorized to spend public funds and provide personnel and services of the county to develop such programs and to contract with another entity for the administration of such an economic development program;

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, County desires to enter into an agreement with Contractor whereby County will contribute toward the shared goals of the Initiative (as hereinafter defined), and Contractor desires to operate the Initiative; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

1. County and Contractor hereby agree that the purpose of this Agreement is to contribute funding of an initiative that shall be focused on stimulating business and commercial activity by focusing on high quality arts programs and their benefits.

2. The Initiative is designed to establish, equip, and operate a regional fine arts conservatory, to improve the application of arts in order to stimulate business and commercial activity in the County with the primary focus of the development of after-school fine arts education and talent development through structured high level artistic training while creating pathways into higher education and the creative arts workforce; and establishing a pipeline connecting secondary education, advanced fine arts training, higher education, and employment opportunities within the creative industries.

3. Service of the Initiative provided by Contractor may be administered by Contractor**.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise. Initiative activities may include but are not limited to facility lease expenses, including the first year of occupancy; initial building accommodations and classroom preparation; office furniture and administrative equipment; classroom instructional furniture and technology; musical instruments, recording studio equipment, and instructional resources; and film production equipment and educational supplies.

4. During the term of this Contract, Contractor shall represent and hereby agrees to utilized Consideration provided by County to assist in the development and administration of the Services related to the Initiative and request in **Exhibit "A"**. Services shall be performed within Hidalgo County. County reserves the right to evaluate any services provided by the Contractor and to terminate this agreement if the same if not in compliance with the specifications as provided

5. **Term**. This Contract shall be for a period of **twelve (12) months**, commencing on November 1, 2026, and expiring on October 31, 2027, unless sooner terminated.

6. **Consideration**. For services rendered under this Agreement, COUNTY agrees to pay to Contractor the total amount of **Two Hundred and Fifty Thousand Dollars and No Cents** (**$250,000.00)**, payable in one lump sum and subject to verification of available funds, through a proposed allocation of *$125,000.00* from the Hidalgo County Judges Office and an additional *$125,000.00* from Hidalgo County Commissioners Precinct 2.

7. **Contract Service Terms**:

   A. Contractor agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for work or services provided under this agreement.

B. Contractor shall submit to the Commissioners Court such reports as may be requested by County and/or on a biannual basis to document Contractor's obligations under this Agreement.

C. Contractor shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations

D. County may conduct, at minimum, two (2) monitoring visits to Contractor's Initiative site to determine performance and compliance with the terms of this Agreement.

E. Contractor shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

F. Contractor shall allow any duly authorized representative of County, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

G. **Termination**. County may suspend or terminate this Agreement if Contractor materially fails to comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) days written notice. County agrees to pay Contractor for any amount that may be owed for work completed up to the termination of this Agreement. Upon termination of this Agreement, Contractor shall transfer to County any unutilized funds provided under the terms of this Agreement, if any, along with any accounts receivable attributable to such funds within ten (10) business days.

H. Contractor further represents and warrants that:

i. All information, data or reports ever provided or to be provided to County is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to County.
ii. Any supporting financial statements ever provided or to be provided to County are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of Contractor on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to County, there has been no material change, adverse or otherwise, in the financial condition of Contractor.
iii. Contractor has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and

conditions thereof.

I. **Changes & Amendments**. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both County and Contractor. Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law. Contractor shall notify County in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by Contractor to County at least thirty (30) calendar days in advance of the proposed change.

J. **Interpretation**. In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

8. **Licenses/Certifications**. As applicable, as a condition of this Contract, Contractor shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Contractor further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the County. Contractor shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

9. **Equipment**. If applicable, Contractor shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Contractor to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Contractor who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

10. **Independent Contractor**. Contractor is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that County shall in no way be responsible therefore.

11. **Non-Exclusive Services of Contractor.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Contractor and shall not be in violation of any terms or conditions of this Agreement.

12. **INDEMNIFICATION. CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, ANDCAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGATION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE OR MAY BE ASSERTED.**

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Contractor:	The Rio Grande Valley Fine Arts Conservatory Anna Tirado-Torres, Executive Director 200 N. Nebraska San Juan, TX 78589

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

14. **GENERAL PROVISIONS.**

a. **Assignment**. Contractor shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of County. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any

provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

c. **No Waiver**. No waiver by County of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of County to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.
No act or omission of County shall in any manner impair or prejudice any right, power, privilege, or remedy available to County hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.
No representative or agent of County may waive the effect of the provisions of this Article.

d. **Governing Law**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Contractor hereby consents to personal jurisdiction in Hidalgo County, Texas.

e. **Successors**. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

f. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

g. **Immunities**. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

h. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

i. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

j. **Entire Agreement**. This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

k. **Purchasing Ethics**. Contractor represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

   i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.

   ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.

l. **Void Contract**. Contractor understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.

m. **Nondiscrimination**. Contractor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation when providing any services described herein under this agreement.

n. **Additional Documents**. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*)**. Contract clauses pursuant to 2 CFR 200.327, or other applicable law, are incorporated herein and made part of this agreement for all purposes.

p. **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON:

CONTRACTOR:
THE RIO GRANDE VALLEY
FINE ARTS CONSERVATORY

_____
Anna Tirado-Torres, Executive Director

COUNTY OF HIDALGO, TEXAS:

_____
Hon. Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

Office of the Hidalgo County Criminal District Attorney,
Toribio "Terry" Palacios

_____
Victor M. Garza, Chief Administrative Attorney

EXHIBIT A