

## **CONTRACT**

This contract is entered into by and between the CITY OF LAREDO, TEXAS, a municipal corporation, acting by and through its City Manager (hereinafter referred to as “City”), and **THE LAREDO PHILHARMONIC**, (hereinafter referred to as “Organization”), pursuant to the city’s authority to provide for the public health and welfare of its residents, as approved by the City Council on October 6, 2025.

### **Section 1: SCOPE OF SERVICE**

The Organization shall utilize funds to partially cover the expenses of the musicians that are brought in to Laredo to supplement the orchestra as described and set out in the scope of services which is attached hereto as **EXHIBIT 1** and made part of this contract as if incorporated herein. To the greatest extent practicable and to the extent permitted by law, the Organization shall, in providing the services described in the scope of services, periodize referrals received from the City.

### **Section 2: PERFORMANCE STANDARDS**

The Organization shall meet those performance standards described and set out in the “Goals and Objectives,” attached hereto as **EXHIBIT 2** and made a part of this contract as if incorporated herein, that are activities or events intended to promote economic development, health and welfare, and/or education. Event must be an in-person event (virtual events are not applicable), event must materialize within the contract period specified in section 3, event must follow all health guidelines as required by the City of Laredo. Organization agrees to make any necessary changes deemed by City to be necessary and in the best interest of public health.

### **Section 3: TERM**

This contract is for a term of one year beginning on October 1, 2025, and ending on September 30, 2026.

### **Section 4: CONSIDERATION**

Subject to compliance with the terms of this contract, the City agrees to pay not more than **\$15,000.00** for the services provided by the Organization during the term of this contract as follows: For services rendered, the City shall pay the Organization the amount of **\$3,750.00** per quarter, or that amount actually billed the City by the Organization for the quarter in question to exceed **\$15,000.00**. If the Organization should bill less than **\$3,750.00** for any quarter, the difference in amounts may accumulate. The Organization may bill the City for services rendered for that quarter, and additional accumulated amounts in order for the full contract amount to be realized so long as such billings are for services rendered.

### **Section 5: METHOD OF PAYMENT**

The City shall reimburse the Organization for services provided upon submission of a written request for payment to the Nonprofit Management and Volunteer Center on a quarterly basis, no later than the 15th calendar day following the end of each quarter. Each request must include: (1) a statement of services rendered during the reporting period; (2) the amount requested; (3)

supporting documentation such as invoices, receipts, and proof of payment; (4) proof of Active Liability Insurance; (5) **EXHIBIT 3** (Request for Reimbursement and Detailed Quarterly Expense Report); and (6) the volunteer match hours corresponding to the requested amount. Only eligible expenses will be reimbursed by the City. Failure to use funds in accordance with these requirements shall result in immediate repayment and may disqualify the Organization from future funding. All request for reimbursement have a final deadline of **October 15, 2026**; failure to submit complete request will result in denial of reimbursement.

#### **Section 6: CONFLICT OF INTEREST**

No officer or employee of the City and no member of the City governing body and no employee of the Organization and no member of the Organization's governing board and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his personal pecuniary interest. Organization covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the provisions of this contract.

#### **Section 7. VOLUNTEER HOUR MATCH REQUIREMENT**

The Organization agrees to provide volunteer hours as a condition of receiving City funding. For every \$1,000 in funding, the organization must contribute 10 volunteer hours. Hours must be performed in City-approved activities benefiting the community, recorded on the official Volunteer Hours Log, and verified by designated City staff. All hours must be completed and reported within the same fiscal year of the award. Failure to comply may result in denial of reimbursement and forfeiture of funding for the fiscal year. For additional information refer to the Community Development Department – Third Party Funding and Volunteer Program guidelines.

#### **Section 8: INDEMNIFICATION**

**CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST ALL LOST, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH: (1) THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES CONTEMPLATED BY THIS CONTRACT BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OMISSIONS, INTENTIONAL FORTS, OR A FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTORS' AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTORS") AND/OR (2) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS OR PROVISIONS OF THIS CONTRACT OR CONTRACT DOCUMENTS, OR THE FAILURE OF CONTRACTOR TO CONFORM SERVICES OR WORK TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE, OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS HE INDEMNITEES, OR ANY OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS SUBCONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTORS' LIABILITY TO SUCH EMPLOYEE OR FORMER**

EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS' COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE CONTRACTOR TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ANY AND ALL DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACT IN PERFORMING SERVICES UNDER THIS CONTRACT.

#### **Section 9: INSURANCE**

The Organization shall maintain such insurance as will protect it from any and all claims under the Worker's Compensation Laws of the State of Texas. The Organization shall maintain such insurance as will protect the Organization from claims for damages to because of bodily injury including death and from claims for damage to property which may arise out of and during the conduct of the Organization's business, services, and activities. To this end, the Organization shall have and keep in effect during the term of this contract, public liability and property damage insurance in the amount of not less than **\$1,000,000.00**. Copies of such certificates of insurance as reflect the above required coverage shall be made a part of this contract as **EXHIBIT 4**. Any failure of the Organization to maintain the specified insurance coverage's during the term of this contract shall mean automatic termination of the contract. Failure to utilize the money in such manner shall require immediate reimbursement and potential disqualification form future awards.

#### **Section 10: PURCHASING POLICIES**

The Organization agrees to purchase needed goods and services in a competitive manner by using procedures for purchases that are equal to or better than the purchasing procedures used by the City. A copy of the Organization's purchasing policies and procedures in attached as **EXHIBIT 5**.

#### **Section 11: EQUAL OPPORTUNITY**

- A. Non-Discrimination. The Organization agrees that no person shall be excluded from or denied the benefits or be subjected to discrimination under any program or activity of the Organization, on the grounds of race, religion, national origin, color, sex, physical handicap, political affiliation, age, or familial status.
- B. Nonsegregated Facilities. The Organization certifies that all employee facilities under its control are provided in a manner that segregation, whether by habit, local custom, or otherwise, and whether on the basis of race, religion, color, handicap, age, sex, national origin, political affiliation, or familial status, cannot occur. Further, the Organization certifies that it will not assign or permit employees to perform series at any location under its control facilities are segregated.
- C. Employment. The Organization will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, age, sex, national origin, political affiliation, or familial status, and will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to any of the same factors, moreover, the Organization will state in all solicitations or advertisements for

employees that all qualified applicants will receive consideration for employment without regard to the factors listed above.

**Section 12: COMPLIANCE WITH LAW**

The Organization shall comply with all applicable State and Federal Laws, the ordinances of the City of Laredo, and will obtain and pay for all necessary permits, licenses, and any copyright fees.

**Section 13: FUNDS ACCOUNTABILITY**

The Organization will account for expenditures under this contract in such a way that Organization income and expenses can be readily identified and audited and can be easily separated from other financial activities of the Organization. Any expenditures of the Organization which are allocated to this contract shall be distributed based on the requirements and activities of the Organization will carry out the scope of services in **EXHIBIT 1** in accordance with the detailed estimated budget per line item attached hereto as **EXHIBIT 6**. Any adjustments to the annual budget as submitted shall be approved by the Organization's Executive Board. Copies of such adjustments, as approved, shall be submitted to the City in writing within (15) calendar days of such approval. Any such adjustments in excess of 25% of the total budget will be subject to City approval within (30) calendar days of notice of such change to the City Manager.

**Section 14: REPORTING REQUIREMENTS**

The Organization shall provide a written report within 15 calendar day with the second quarter reimbursement report and one at the end of the fourth quarter with the reports being due no later than **April 15, 2026/October 15, 2026**. Such reports will include accomplishments during the quarter, and a financial report showing in reasonable detail how funds have been expended, and for what purposes, and beneficial results thereof. Such quarterly reports shall be submitted along with the Financial Status Quarterly Report required by section 5, above.

The Organization shall submit the following to the City as soon as possible following the end of the Organization's fiscal year: (1) an annual report which shall set out clearly the kinds of services provided and the goals and objectives met during the term of this contract, and (2) annual audited financial statements which meet generally accepted accounting principles (GAAP). The financial statements must be audited in accordance with the City of Laredo's established policy.

**Section 15: RIGHT OF TERMINATION**

The City Council may terminate this contract at any time, upon thirty (30) calendar days written notice to the Organization. Upon termination of rental agreement and unused budget amount will be unobligated from this contract.

**Section 16: AUDIT AND INSPECTION OF RECORDS**

The Organization agrees to provide access to an authorized representative(s) of the City to the files and records of the Organization. All financial records shall be maintained in accordance with generally accepted accounting principles (GAAP). All files and records shall be clearly identified and readily accessible during reasonable working hours. The Organization further agrees to retain

the records for three (3) years and (90) calendar days after the conclusion of this contract or after final payment under this contract, whichever is later.

**Section 17: LIMITATION ON FUNDING**

The City Council reserves the right to reduce the consideration under this contract at any time. Any additional request for City support is subject to adhere to a fee schedule cost to the organization.

**Section 18: STATUTORY COMPLIANCE**

The work program and the budget have been determined utilizing the provisions of the governing state law authorizing the appropriate use of City monies. It is these statutory guidelines and limitations which govern the work program under this contract. The Organization shall be responsible for ensuring that any and all expenditures are in compliance with this contract.

**Section 19: CONTRACT AMENDMENT**

Any amendment to this contract must be in writing and, be signed by both parties. Any increase or decrease to the estimated approved line items will not require an amendment while the budget amount stays the same but the agency must inform the department via e-mail, or letter of the proposed change. A change in the approved scope of services, or an increase to the approved budget will require a contract amendment and approval by City Council. No amendments will be approved after **July 15, 2026**.

**Section 20: AGENCY AND GRANT MANAGEMENT**

The Organization shall make available a member of its management staff or board to attend (1) training on the expectations and requirements to be held after council approval of execution of contracts. Additional training seminars will be made announced through the City of Laredo Nonprofit Management and Volunteer Center.

**Section 21: CONTRACT DEFAULT**

If the Organization shall default in the performance of any of the terms or conditions of this agreement, it shall have thirty (30) calendar days after receiving written notice to cure such default. If the Organization fails to cure its default within such period of time, then City shall have the right to terminate this agreement. If this agreement is terminated, then City will not be responsible for obligations incurred by the Organization after the Organization receives written notice of termination or unless there was an eligible encumbrance or other legally binding obligation which existed prior to receipt of a written notice of termination. Should the Organization not adhere to any of the requirements in the signed contract the monies allocated to the Organization shall be reduced for the following year by 10%.

**Section 22: DISPARAGEMENT**

Each of the Parties covenants and agrees that during the term of this Agreement, and or for one year after the termination hereof, none of its respective officers, employees or directors shall in any way defame, slander, or publicly criticize, disparage, or make any negative statement, whether

orally or in writing, about the other Party or such other Parties' officers, employees, directors or business practices.

**Section 23: EVENT PASSES**

The Organization/Corporation shall provide the City at no charge and upon request with a minimum of twenty-four (24) VIP tickets/admission passes to any event hosted or co-hosted by the Organization for officials hosts (members of city council, management, or city staff) and their spouse/guest that have confirmed their attendance at least three (3) days before the event. These tickets/admissions passes will be provided in order to allow the official hosts for the City of Laredo and their spouse/guest the opportunity to be represented at the events. The Organization further acknowledges and agrees to provide additional tickets/admission passes for any City staff, speaker, presenter, or special guest that has been identified by the City of Laredo as being pertinent to the event and that has confirmed their attendance at least three (3) days before the event.

**Section 24: CONTRACT NOTICES**

All notices required to be given under this contract shall be mailed or personally delivered, as follows:

*CITY OF LAREDO*

Joseph W. Neeb  
City Manager  
City of Laredo  
1110 Houston St.  
Laredo, TX 78040

*ORGANIZATION*

Laredo Philharmonic  
Chairman or Executive Director  
PO Box 451644  
Laredo, TX 78044

SIGNED by the parties, in triplicate originals on the 16 day of December, 2025.

*CITY OF LAREDO*

By: Joseph W. Neeb  
Joseph W. Neeb  
City Manager

*ORGANIZATION*

By: Frank C. Lopez  
Board Chair or Executive  
Director

*APPROVED AS TO FORM*

By: Maengant Raula  
Doanh "Zone" T. Nguyen  
City Attorney

*CERTIFIED*

By: Mario J. Maldonado Jr.  
Mario J. Maldonado Jr.  
City Secretary



# **EXHIBIT**

**1**

**List of Programs/Services Provided (10 points)**

Please list ONLY services or programs that are the subject of the funding request.

| Program   | Service Provided  |
|---|---|
| Symphonic Blockbusters: Music from the Movies     | An orchestral concert focusing on themes from movies to bring orchestral music from the movies. These concerts feature pieces that students have heard in movies and makes them relatable to audiences in our community.  |
| Sounds of the Season                              | A concert of orchestral and vocal music which will celebrate the holiday season, featuring not only standards, but also new works in Spanish to celebrate the seasonal offerings in both English and Spanish by choruses of LISD, UISD, LC, and TAMIU as well as the Chorale. |
| The Seven Last Words of Christ                    | A choral and orchestral work fit for the Easter Season, doing Dubois' choral masterpiece employing students from UISD, LISD, TAMIU, LC, and the Chorale's community members.  |
| Fiesta Sinfonica: Music of the Old and New Worlds | A concert of European Music as well as compositions from the Western hemisphere, including a piece from guest artist, Rodrigo Loman: Concierto Clasico para Requinto Jarocho to broaden our offerings.  |
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# **EXHIBIT**

**2**

**Goals and Objectives (30 points)**

For each of your programs, please list the goals that your agency has set for the funding period and how it plans to achieve them. The objectives must be specific and measurable. These will be reviewed at a mid-year assessment by committee. Please include the Annual Report with the Goals and Objectives. **(Report must include how last FY funds were expensed)**

| <b>Program</b>                            | <b>Goal</b>  | <b>Objective</b>  | <b>Performance Measures</b>   |
|---|--|---|---|
| <i>Name of Current or New program</i>     | <i>Definition: These describe generalized outcomes that you envision your Organization will achieve.</i> | <i>Definition: These are specific tasks and activities that are set out to meet your goals.</i>                         | <i>Definition: the indicator that will be used to measure success. It could be a set rate (percentage) or an increase/decrease level from one period to another.<br/>___% or ___#</i> |
| Performances and concert programming.     | Raise Artistic vibrancy and levels of performance within the community                                   | Attract and retain high caliber of musicians for whom performing with the Laredo Phil be their "best and favorite gig." | Poll performers after each concert and strive to achieve 70% by the final concert.  |
| Community Engagement in Christmas Concert | Foster an intra-organizational community that supports the LP's mission and advances our vision.         | Invite UISD, LISD to collaborate on the choral concerts to allow Laredo students to perform with the orchestra.         | Include UISD/LISD student performers with the chorus to get 40% of singers enrolled in educational facilities.  |
| Grow attendance among students            | Raise student engagement to include more of the audience to be students who got in for free.             | Work with LISD, UISD, TAMIU, and LC to promote the concerts through their band and choir instructors                    | Track student attendance at each concert to achieve a 15% total of audience   |

# **EXHIBIT**

**3**





# **EXHIBIT**

**4**



# **EXHIBIT**

**5**

**The Laredo Philharmonic**  
**Purchasing and Procurement Policy**

**This policy outlines the procurement practices for purchasing goods and services by The Laredo Philharmonic (LPO). This policy addresses approval and issuance of purchasing transactions, purchasing methods, authorizations, required documentation and ethical practices.**

**The purpose of this policy is to ensure responsible stewardship of The Laredo Philharmonic funds and the need to get products and services in a timely and cost effective manner considering price, quality and reliability.**

**It is the policy of The Laredo Philharmonic that any board member, volunteer or employee conduct the affairs of the organization with the highest ethical, legal and moral standards. Purchasing decisions should be made free from any actual, potential, or perceived conflicts of interest.**

**The Laredo Philharmonic Board of Directors approves the Annual Budget prior to the start of each fiscal year. The budget includes planned concerts for the year as well as normal operating expenses.**

- A. The president of the Board of Directors may authorize any person to expend funds (approved in the Annual Budget by the Board of Directors) on behalf of LPO.**
- 1. Normal operating expenses: any item which is purchased on behalf of LPO or an expense incurred by a board member which may be considered "Normal Operating Expenses" may be paid for by any board member and be reimbursed from the LPO account.**
  - 2. Budgeted items may be purchased by the Treasurer using the Bank debit card or issuance of check.**
  - 3. Price comparisons should be documented for items costing over \$200.**
  - 4. The Laredo Philharmonic is a tax-exempt organization. All purchases should be tax exempt. A sales tax exemption form, provided by the Treasurer, should be given to all vendors prior to purchasing any item. No sales tax will be reimbursed.**

# **EXHIBIT**

**6**

