STATE OF TEXAS  
BEXAR COUNTY  

CHAPTER 381  
GRANT AGREEMENT

This Chapter 381 Grant Agreement (the “Agreement”) is between BEXAR COUNTY, TEXAS (“COUNTY”), a political subdivision of the State of Texas, and the GUADALUPE CULTURAL ARTS CENTER below (“COMPANY”). The funding and the economic development program described in this Agreement were approved by the Bexar County Commissioners Court on May 2, 2023.

Public Purpose/Authority: Under Article 3, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1), (3), (4) and (7) of the Texas Local Government Code that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development, for stimulating, encouraging and developing business location and commercial activity, promoting and advertising a county in order to attract visitors and businesses, and for the encouragement, promotion, improvement and application of the arts and a county commissioners court may grant public money towards such a program; and

WHEREAS, COMPANY has requested funding by the COUNTY to accomplish the items described in the Work Statement attached hereto as Exhibit “A”; and

WHEREAS, the COUNTY has approved a program under section 381.004 (b)(4) and (7) (“Program”), which authorizes COUNTY funds to be used for the public purpose described in Exhibit “A”; and

WHEREAS, pursuant to Section 381.004(c)(1) of the Texas Local Government Code, the COUNTY may contract with another entity to administer the Program.

WHEREAS, the COUNTY has determined that funding COMPANY to administer the approved Program in accordance with this Agreement will further the objectives of the COUNTY and benefit the COUNTY and its residents and serve the broader purpose of stimulating and encouraging business and commercial activity in the COUNTY, retaining and expanding job opportunities and building the property tax base; and

NOW, THEREFORE, the Parties agree as follows:

Term: The term of this Agreement is for a period of one year beginning October 1, 2021 and ending September 30, 2026.

Grant Amount: The total payments under this Agreement shall not exceed ONE HUNDRED TEN THOUSAND, SEVEN HUNDRED FORTY-FIVE DOLLARS AND NO CENTS ($110,745.00). Grant funds will be paid by the COUNTY to the COMPANY as reimbursement for allowable costs that the COMPANY has incurred, based on invoice documents submitted by COMPANY. COUNTY, in its sole discretion, will determine whether a cost is allowable.

Payment: COMPANY will submit a billing package (which will include an Invoice in the format
detailed in Exhibit C and a Performance Report in the format detailed in Exhibit D), along with sufficient documentation of eligible expenses incurred during the preceding month (e.g., receipts, invoices etc.). All reimbursement decisions are to be made by the Bexar County Auditor ("Auditor") and in accordance with the Texas Prompt Payment Act. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute.

**Termination:** COUNTY reserves the right to cancel this Agreement with or without cause at any time during its term. Notice of such cancellation will be made in writing at the address below at least thirty (30) calendar days prior to the effective date of cancellation.

**Sec. 381.005. Provision of Certain Information to Comptroller.** Not later than the 14th day after the execution of this Agreement pursuant to Chapter 381.005(c), COUNTY shall submit to the Texas Comptroller the information described by Section 403.0246(c), Texas Government Code and shall provide on the COUNTY website a direct link to the location of this Agreement information published on the comptroller's Internet website.

**Required Certifications:** By execution of this Agreement, COMPANY, by the undersigned representative of and authorized agent for, verifies and represents and warrants that:

a) In accordance with Texas Government Code § 2271, COMPANY does not boycott Israel, and will not boycott Israel during the term of this Agreement;

b) In accordance with Texas Government Code § 2252 COMPANY is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code;

c) In accordance with Texas Government Code § 2274, COMPANY does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association; and

d) In accordance with Texas Government Code § 2274, COMPANY does not boycott energy companies and will not boycott energy companies during the term of the agreement.

**Exhibits:** The Agreement establishes an obligation on the COMPANY to perform a function that benefits the public. The Agreement includes adequate controls to ensure that public purpose is met. Accordingly, COMPANY agrees to complete the project described in the following attached exhibits:

- Exhibit A—"Work Statement" including a brief COMPANY history, project description and performance metrics
- Exhibit B—"Budget" showing how COMPANY plans to expend COUNTY funds
- Exhibit C—"Invoice" documenting amounts expended
- Exhibit D—"Performance Report" evaluating whether the public purpose was met
- Exhibit E—"Indemnification and insurance requirements"
COMPANY: GUADALUPE CULTURAL ARTS CENTER

By:                      
Name: Cristina Balli
Title: Executive Director
Address: 723 S. Brazos St 1300 Guadalupe
         San Antonio, TX 78207
Date: 8-10-23

APPROVED:
By:                      
Thomas Guevara
Chief of Staff
Office of the County Manager

APPROVED AS TO LEGAL FORM:
By:                      
Juan A. Roque
Assistant Criminal District Attorney Civil Division

APPROVED AS TO FINANCIAL CONTENT:
By:                      
Leo S. Caldera, CIA, CGAP
County Auditor
Exhibit “A”
Work Statement
WORK STATEMENT

A. COMPANY NAME: Guadalupe Cultural Arts Center

B. PROJECT NAME: Programming support and continuation

C. STATEMENT OF PROJECT RESPONSIBILITY:
   i. Policy: The Guadalupe Cultural Arts Center cultivates, promotes, and preserves traditional and contemporary Chicano, Latino and Native American arts and culture through multidisciplinary programming.

   ii. Administration/Staff: Cristina Balli – Executive Director
       Daniel Margolies – Director of Strategic Initiatives
       Eugenio del Bosque – Program Operations Manager

D. PROJECT DESCRIPTION: The project will support year-round arts and education programming offered by the Guadalupe Cultural Arts Center to its audiences and artists.

   The Covid-19 pandemic has had a profound and ongoing impact on the revenue, programs, and operations of the GCAC. The most significant impact was a large drop in earned revenue from in-person events, from approximately $450,000 in FY2019 to $94,000 in 2020. In 2021 the revenue slightly rebounded to $130,000.

   During the Covid-19 pandemic, the GCAC has implemented the following measures: 1) cancelled more than 30 programs, including the Tejano Conjunto Festival, Celebrando Tradiciones, CineFestival, Teatro Salon, and Holiday Saxophones; 2) transitioned lessons online and created new online programs and events; 3) attained emergency funding for non-profits; 4) reduced production expenditures. The GCAC prioritized budgeting for staff wages in order to avoid layoffs and for technology required for remote work and virtual programs. Since 2021, modified in-person programs have been returning alongside virtual programs.

   In adapting to the mostly virtual, on-line programming the GCAC became even more aware of the high relevance of in-person programs and services to the communities we serve. The digital divide became evident as our audiences – in many cases older, working-class Mexican Americans – struggled to access online programs, or even to purchase tickets. This period forced us to be thoughtful about not leaving our audiences behind as we modernize our technology and how we will set up programs in the future to allow for safe, in-person gatherings.

   As we pivot back to hosting a full season of in-person events, we continue to work on having a solid operations foundation that includes professional accounting and marketing services.

E. SERVICE AVAILABILITY: Most Guadalupe Cultural Arts Center events are open to all audiences unless the themes in plays or films are best suited for mature audiences. All
Guadalupe Cultural Arts events are widely advertised. Tickets are available for purchase on-line, via telephone and in-person. Programs occur every month of the year, with peak seasons in Spring and Fall. Typically, our programs are reduced to a minimum during January and August.

F. TARGET POPULATION: The Westside is the historically impoverished and underserved Latino neighborhood in San Antonio. In the 78207-zip code, an astonishing and unacceptable 40% of residents live below the poverty level, with an average gross income of $26,980. This area has been especially underserved in access to meaningful arts and culture programming, as well as ready access to bookstores, libraries, cinemas, galleries, theaters and other cultural institutions that are commonplace in other areas. The problem is exacerbated by a notable lack of student access to culturally relevant reading material.

The GCAC serves over 45,000 children, families, adults, and senior citizens annually. These individuals represent multiple communities and audiences with the cultural, ethnic, and socio-economic make-up generally reflecting the demographics of San Antonio and South Texas with a majority being Latino and from the middle and lower-middle income levels. The GCAC is currently seeing an expanding audience from the low-income and economically disadvantaged level whose population primarily resides in the 78207 zip-code. Approximately 80% of GCAC audiences are of Latino, Chicano and Native American descent with 15% of audiences identifying as White/Anglo and 5% of African American or other various nationalities. Approximately 70% of audiences reside locally, 20% live in the surrounding Texas region, and 10% visit from another State in the U.S. or another country. Another primary community served is that of local and regional amateur, semi-professional and professional Latino artists practicing a variety of disciplines. The vast majority of artists who participate in programming are Latino or Native American, however the GCAC does not exclude artists of other cultural or ethnic backgrounds and collaborates with non-Latino artists when such opportunities arise. A third primary community served is the student body of the Guadalupe Academy. This specific group is composed of both children and adults and their families.

G. ELIGIBILITY CRITERIA: The vast majority of our programs are offered within the 78207 zip code in San Antonio’s Westside but anyone is welcome to attend.

H. FEES: At least 50% of our programs are free and open to the public, and for those that we charge admission to we keep an affordable price scale.
**GOALS, OBJECTIVES AND PERFORMANCE INDICATORS**

Company Name: Guadalupe Cultural Arts Center  
Project Name: Programming Support and Continuation  
Period: 

<table>
<thead>
<tr>
<th>GOALS</th>
<th>ACTIVITIES</th>
<th>OUTCOMES</th>
</tr>
</thead>
</table>
| 1. To serve a wide audience by effectively advertising and promoting our programs. | 1.1. Increase reach on social media engagement, media coverage and attendance. | 1.1. Growth of 25% to 50% in social media engagement.  
1.2. Wide exposure in local media.  
1.3. Reach a minimum of 30,000 audience members at events throughout the contract year. |
Exhibit "B"
Budget
## PROGRAM FUNDING SOURCES

<table>
<thead>
<tr>
<th>Funding Source Revenue</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Grants</td>
<td>110,745.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>110,745.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees/Contract Labor – Instructor Fees (i.e. non-salaried)</td>
<td>110,745.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>110,745.00</strong></td>
</tr>
</tbody>
</table>

## EXPENSE CATEGORY JUSTIFICATION

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Bexar County</th>
<th>Explanation of Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees/Contract Labor – Instructor Fees (i.e. non-salaried)</td>
<td>110,745.00</td>
<td>Instructor Fees&lt;br&gt;Accounting/Booking</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$110745</strong></td>
<td></td>
</tr>
</tbody>
</table>
INVOICE

COMPANY NAME: Guadalupe Cultural Arts Center

PROJECT NAME: Programming Support and Continuation

PERIOD COVERED: ___________________ INVOICE NO: ___________________

<table>
<thead>
<tr>
<th>Line-Item</th>
<th>Budget</th>
<th>TOTAL Cost to Date</th>
<th>Less Payment Received</th>
<th>$ MONTHLY Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees/Contract Labor</td>
<td>110,745.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Budget: $110,745.00

Total Due: $ 

By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Prepared By: ___________________ Date: ___________________

Approved By: ___________________ Date: ___________________

COUNTY USE ONLY

Reviewed by County: ___________________ Date: ___________________

Approved by County: ___________________ Date: ___________________
Exhibit "D"
Performance Report
<table>
<thead>
<tr>
<th>Project Activity Performance</th>
<th>GOAL</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Growth of 25% to 50% in social media engagement.</td>
<td># of impressions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wide exposure in local media.</td>
<td># of advertisements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reach a minimum of 30,000 audience members at events throughout the contract year.</td>
<td>30,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INDEMNIFICATION

COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF COMPANY, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. COMPANY SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE COMPANY OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE PROJECT PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

COMPANY shall make this indemnity requirement a requirement of any subcontract where the subcontractor is providing any of the projects required under this Agreement. In any such subcontract, in addition to COUNTY being an indemnitee, COMPANY shall also be named as an indemnitee.
Insurance

COMPANY shall procure, pay for, and maintain during the Term:

A. Comprehensive general liability insurance of ONE MILLION DOLLARS ($1,000,000.00), aggregate coverage, with FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) for each occurrence. Sexual abuse endorsement shall be required. County shall be named as an additional insured on this policy.

B. Professional Liability Errors and Omissions insurance of ONE MILLION ($1,000,000.00) each claim and ONE MILLION DOLLARS ($1,000,000.00) aggregate. The policy shall have an extended Reporting Period (or tail coverage) extending for a minimum of three (3) years following immediately upon the effective date of the policy expiration.

C. Statutory workers’ compensation insurance for all employees of COMPANY. A waiver of subrogation in favor of COUNTY is required.

Employer’s Liability Insurance: Coverage is required for employer’s liability with limits of liability not less than:

- $500,000 Each Accident
- $500,000 Policy Limit for Disease
- $500,000 Each Employee for Disease

D. COMPANY shall provide COUNTY with Certificates of Insurance and endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained.

E. COMPANY is responsible for all premiums and deductibles due pursuant to all of the insurance policies by the Agreement.

F. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by COUNTY, COMPANY shall notify the COUNTY of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if COMPANY knows of said change in advance, or ten (10) calendar days’ Notice after the change, if COMPANY did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the COUNTY at the following addresses with a copy of this Agreement:

   Bexar County Risk Manager
   Bexar County Manager’s Office
   101 W. Nueva, Suite 901
   San Antonio, Texas 78205

   Office of the County Manager
   Melissa Shannon, Governmental Relations Director
   101 W. Nueva, Ste. 809
   San Antonio, Texas 78205

CAUSA 381 Agreement - Guadalupe Cultural Arts Center
G. If COMPANY fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, COUNTY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any compensation due pursuant to this Agreement; however, procuring of said insurance by the COUNTY is an alternative to other remedies COUNTY may have, and is not the exclusive remedy for failure of COMPANY to maintain said insurance or secure such endorsement. In addition to any other remedies COUNTY may have upon COMPANY’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order COMPANY to stop work hereunder, and/or withhold any payment(s) which become due to COMPANY hereunder until COMPANY demonstrates compliance with the requirements hereof.

H. Nothing herein contained shall be construed as limiting in any way the extent to which COMPANY may be held responsible for payments of damages to persons or property resulting from COMPANY’s or its subconsultants’ performance of the PROJECTs covered by this Agreement.

I. It is agreed that COMPANY’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability of COMPANY arising out of operation of this Agreement.

J. COMPANY agrees to require, by written contract, that all subcontractors providing projects pursuant to this Agreement shall obtain the same insurance coverages required of COMPANY, and shall provide a certificate of insurance and endorsement that names the COMPANY and the COUNTY as additional insureds.