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 company listed 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) (“Program”), which authorizes COUNTY funds to be used for the public purpose described in Exhibit “A”; and

WHEREAS, pursuant to Section 381.004(b)7 and (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 THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000.00). 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: THE MCNAY ART MUSEUM

By: [Signature]
Name: Matthew McLendon
Title: Director and CEO
Address: PO Box 6069
        San Antonio, TX  78209

Date: 6/26/2023

APPROVED:

By: [Signature]
Thomas Guevara
Chief of Staff
Office of the County Manager

APPROVED AS TO LEGAL FORM:

Digitally signed by Calderon, Gerard A.
DN: cn=Calderon, Gerard A, email=gcalderon@bexar.org
Date: 2023.06.26 16:34:40 -05'00

Assistant Criminal District Attorney Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: [Signature]
Leo S. Caldera, CIA, CGAP
County Auditor
Exhibit “A”
Work Statement
WORK STATEMENT

A. COMPANY NAME: McNay Art Museum

B. PROJECT NAME: General Operating Support

C. STATEMENT OF PROJECT RESPONSIBILITY:

i. Policy: The McNay Art Museum employs over 100 full-time and part-time employees. It is the responsibility of all employees, overseen by the heads of each department, to ensure that the Museum is a welcoming place for all. The goal of every employee is to fulfill the McNay’s mission of engaging a diverse community in the discovery and enjoyment of the visual arts.

ii. Administration/Staff: Dr. Matthew McLendon, Director & CEO
    Sandra M. Lopez, Head of Finance (CFO)
    Melissa Castellon, Head of Executive Affairs
    Rene Paul Barilleaux, Head of Curatorial Affairs
    Katy Silva Leon, Head of Development
    Jenelle Esparza, Head of Education
    Luis Barthel, Head of Operations

D. PROJECT DESCRIPTION: Operational support enables the Museum to maintain a standard of excellence across all artistic and educational programs. Annually, the McNay presents 12 community-driven, temporary exhibitions, including two major exhibitions, that engage visitors in reflective and innovative experiences through a diverse range of artistic voices. The McNay hosts over 500 educational programs throughout the year that reflect and serve over 45,000 K-12 students, college students, and adults.

With a mission to engage a diverse community in the discovery and enjoyment of the visual arts, the McNay has become an example for inclusivity, diversity, and dedication to excellence among San Antonio’s Museums. For this reason, the McNay shares its collection of more than 22,500 objects with people across San Antonio, the United States, and even the globe.

In 2021, the McNay solidified its dedication to equity, innovation, integrity, and excellence through the creation of the McNay’s Strategic Plan. Through community, leadership, and staff focus groups, the Museum identified the following goals to guide efforts through 2025:

- Deliver outstanding, relevant, and balanced artistic and educational programs.
- Advance diversity, equity, and inclusion throughout the organization.
- Broaden and redefine the visitor experience.
- Bolster financial resources.
- Invest in the people who bring the McNay’s mission to life.
E. SERVICE AVAILABILITY: All are welcome at the McNay. While the Museum does charge admission fees, we also provide multiple opportunities to the public to access the Museum for free. Free Thursday Nights from 4-9 pm sponsored by HEB and free First Sundays sponsored by the Dickson Allen Foundation. Active military, veterans, and their families can always visit the Museum for free thanks to generous support from USAA.

F. TARGET POPULATION: The McNay is dedicated to promoting diversity and inclusion. We see the success of these efforts in a 2021 survey of museum visitors. The McNay welcomes visitors from 81% of zip codes in San Antonio, of those visitors, 49% identify as BIPOC, with 36% being Hispanic/Latinx. In FY22, the Museum served 143,379 visitors, a nearly 60% increase in attendance from the previous year. The McNay is dedicated to welcoming and representing the community we serve.

G. ELIGIBILITY CRITERIA: No eligibility criteria.

H. FEES: The McNay has three tiers of admission fees: $20 for adults, $15 for seniors and college students, and $10 for teens 13-19. Children under the age of 13, veterans, active military servicemembers, and military families are always admitted free.
GOALS, OBJECTIVES AND PERFORMANCE INDICATORS

Company Name: The McNay Art Museum
Project Name: General Operational Support
Period: July 1, 2023 - June 30, 2024

<table>
<thead>
<tr>
<th>GOALS</th>
<th>ACTIVITIES</th>
<th>OUTCOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>The McNay will continue to expand its community-centric programming by offering engaging exhibitions, innovative educational programs, and free community events.</td>
<td>The McNay will present 12 community-driven, temporary exhibitions, including two major exhibitions that engage visitors in reflective, innovative experiences through a diverse range of artistic voices. The McNay will host over 500 educational programs throughout the year that reflect and serve over 45,000 K-12 students, college students, and adults.</td>
<td>Operational support enables the Museum to maintain a standard of excellence across all artistic and educational programs. The McNay utilizes a variety of methods to capture demographic, quantitative, and qualitative data that tells the story of our visitors. Through surveys, attendance and zip code capture, and open feedback responses, the McNay gauges progress toward our mission of engaging a diverse community in the discovery and enjoyment of the visual arts.</td>
</tr>
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</table>
Exhibit “B”
Budget
# PROGRAM FUNDING SOURCES

<table>
<thead>
<tr>
<th>FUNDING SOURCE REVENUE</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Program Revenue/Service Fee</td>
<td>1,808,885.00</td>
</tr>
<tr>
<td>Federal Grants</td>
<td>-</td>
</tr>
<tr>
<td>State Grants</td>
<td>-</td>
</tr>
<tr>
<td>Local Government Grants</td>
<td>120,805.00</td>
</tr>
<tr>
<td>Donations</td>
<td>2,299,650.00</td>
</tr>
<tr>
<td>Foundations</td>
<td>921,000.00</td>
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<tr>
<td>In-Kind Revenue</td>
<td>-</td>
</tr>
<tr>
<td>Special Events</td>
<td>515,700.00</td>
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<tr>
<td>Other Income</td>
<td>3,042,891.00</td>
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<tr>
<td>TOTAL</td>
<td>8,708,931.00</td>
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<table>
<thead>
<tr>
<th>BUDGET EXPENSES</th>
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<tbody>
<tr>
<td>Salaries</td>
<td>4,205,266.00</td>
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<tr>
<td>Fringe Benefits</td>
<td>789,888.00</td>
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<tr>
<td>Training/Conferences</td>
<td>35,965.00</td>
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<td>Travel/Mileage</td>
<td>40,620.00</td>
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<td>Communication - Telephone/Cell Phone/ Internet</td>
<td>49,944.00</td>
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<tr>
<td>Printing/Copies</td>
<td>67,464.00</td>
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<td>Postage</td>
<td>18,604.00</td>
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<tr>
<td>Insurance - Certificate of Liability/ Building Insurance/ Auto Insurance</td>
<td>342,085.00</td>
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<tr>
<td>Supplies - Office / Administrative</td>
<td>162,982.00</td>
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<td>Utilities - Water/Gas/Electric</td>
<td>322,800.00</td>
</tr>
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<td>Maintenance/Repairs - Vehicles / Equipment Upkeep</td>
<td>573,199.00</td>
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<tr>
<td>Advertising</td>
<td>56,010.00</td>
</tr>
<tr>
<td>Public Relations</td>
<td>83,670.00</td>
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<tr>
<td>Professional Fees/ Contract Labor - Instructor Fees (i.e. non-salaried)</td>
<td>190,057.00</td>
</tr>
<tr>
<td>Other</td>
<td>1,770,377.00</td>
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<tr>
<td>TOTAL</td>
<td>8,708,931.00</td>
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**PROGRAM BUDGET SUMMARY**

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Bexar County Funds</th>
<th>%</th>
<th>Other Funds</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>300,000.00</td>
<td>7%</td>
<td>3,905,266.00</td>
<td>93%</td>
<td>4,205,266.00</td>
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<tr>
<td>Total</td>
<td>$300,000.00</td>
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</table>

**STAFF FUNDING BREAKDOWN**

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Annual Salary/ Rate of Pay</th>
<th>% Request from Grant</th>
<th>Bexar County Funding</th>
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</thead>
<tbody>
<tr>
<td>Head of Curatorial Affairs</td>
<td>$142,397.00</td>
<td>93%</td>
<td>$131,805.00</td>
</tr>
<tr>
<td>Curator of Prints &amp; Drawings/ Curator of Modern Art</td>
<td>$68,159.76</td>
<td>93%</td>
<td>$63,090.00</td>
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<tr>
<td>Collections Manager</td>
<td>$60,471.31</td>
<td>93%</td>
<td>$55,975.00</td>
</tr>
<tr>
<td>Assistant Curator</td>
<td>$53,073.40</td>
<td>93%</td>
<td>$49,130.00</td>
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<tr>
<td></td>
<td>$324,101.47</td>
<td></td>
<td>$300,000.00</td>
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Exhibit “C”
INVOICE
INVOICE

COMPANY NAME: The McNay Art Museum

PROJECT NAME: General Operational Support

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>
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</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>300,000.00</td>
<td></td>
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</table>

Total Budget: $300,000.00

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
## Monthly Performance Report
The McNay Art Museum

<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>
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<tbody>
<tr>
<td>The McNay will present community-driven, temporary exhibitions</td>
<td>12</td>
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<td>The McNay will host educational programs throughout the year that reflect and serve over 45,000 K-12 students, college students, and adults.</td>
<td>500</td>
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<tr>
<td>The McNay will serve over 45,000 K-12 students, college students, and adults.</td>
<td>45,000</td>
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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. Commercial 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. Commercial automobile liability insurance covering all owned/leased, rented, borrowed, hired and non-owned motor vehicles including fuel transports used in connection with the work being performed under the Agreement with limits of liability not less than ONE MILLION DOLLARS ($1,000,000.00), combined single limit. (County shall be named as an additional insured on this policy.)

C. Statutory workers’ compensation insurance for all employees of COMPANY. Employer’s Liability Insurance with limits of liability not less than: (A waiver of subrogation in favor of COUNTY is required.)

$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 Shanon, Governmental Relations Director
101 W. Nueva, Ste. 809
San Antonio, Texas 78205
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.