STATE OF TEXAS  CHAPTER 381
BEXAR COUNTY  GRANT AGREEMENT

This Chapter 381 Grant Agreement (the “Agreement”) is between BEXAR COUNTY, TEXAS (“COUNTY”), a political subdivision of the State of Texas, and NETWORK FOR YOUNG ARTISTS (“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(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 term beginning upon execution of the Agreement by both Parties and ending the sooner of: (1) expenditure of all funds and provision of final reporting as set forth herein; or (2) September 30, 2026.

Grant Amount: The total payments under this Agreement shall not exceed ELEVEN THOUSAND, THREE HUNDRED THREE DOLLARS AND NO CENTS ($11,303.00). 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.

e) COMPANY shall conduct, or has conducted, a criminal background check prior to the commencement of service on each of its employees, interns, volunteers, subcontractors’ employees, agent, or consultants that may deliver services to participants under this Agreement. No individual shall be eligible to perform services under this Agreement if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving a sex offense; (2) received a felony conviction or deferred adjudication within the past ten (10) years; or (3) received a jailable misdemeanor conviction of deferred adjudication with the past five (5) years.

**Duty to Report:** As required by §261.101 and §261.405 of the Texas Family Code, COMPANY must immediately, but under no circumstances later than twenty-four (24) hours from the time the allegation is made, report any allegation or incident of abuse, exploitation or neglect of a juvenile, to all of the following:

a. Applicable local law enforcement agency (such as Bexar County Sheriff’s Office, San Antonio Police Department, etc.); and

b. County Representative.
**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: NETWORK FOR YOUNG ARTISTS

By: [Signature]
Name: Robert Trevino
Title: Executive Director
Address: 1800 Fredericksburg Rd. Ste. 122
San Antonio, TX 78201
Date: 1/12/23

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

APPROVED AS TO LEGAL FORM:
By: [Signature]
Siobhan K. Karger
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:  Network for Young Artists

B. PROJECT NAME:  NYA 2023 Music Camp

C. STATEMENT OF PROJECT RESPONSIBILITY:

   i. Policy: The Network for Young Artists (NYA) is an after-school music education program in San Antonio, Texas that works with youth and at-risk students in the Hispanic community. The mission of the Network for Young Artists (NYA) is to promote and enhance the identity of the Hispanic culture through voice, dance, musical instruments, and performance. The objectives of Network for Young Artists (NYA) are to provide music education for children, ages 4 to 20 years old, to develop their talents in the performing arts and to provide opportunities for them to showcase their talents across the San Antonio metro area.

   ii. Administration/Staff: Executive Director, Robert L. Treviño

D. PROJECT DESCRIPTION:

   The Network for Young Artists 2023 Music Camp will provide twelve weeks of arts programming for 50 students in the San Antonio metropolitan area. Arts instruction will include music theory, guitar lessons, drum lessons, and classes in modern dance. Students will use what they learn in class for a series of live performances throughout the year.

E. SERVICE AVAILABILITY:

   NYA classes are available Mon-Sun 8am-8pm for eligible students. Special events and live performances are held throughout the year and are free to the public.

F. TARGET POPULATION:

   Bexar County, San Antonio, and local, state, national and international tourists.

G. ELIGIBILITY CRITERIA:

   Students must be ages 4-20 to be eligible to participate in classes and live performances.

H. FEES:

   A small fee of $25/month for classes will ensure participation while ensuring that the program is affordable for low-income families and students. Scholarships will be granted as needed, upon request.
**GOALS, OBJECTIVES AND PERFORMANCE INDICATORS**

Company Name: Network for Young Artists  
Project Name: NYA 2023 Music Camp  
Period:  

<table>
<thead>
<tr>
<th>GOALS</th>
<th>ACTIVITIES</th>
<th>OUTCOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The Network for Young Artists will provide performing arts opportunities for low-income students who do not have the means to obtain a &quot;traditional&quot; music education.</td>
<td>1.1 The Network for Young Artists serves at-risk youth in the San Antonio metropolitan area. Outreach efforts are targeted toward low-income students, especially youth who lack resources for private music lessons.</td>
<td>1.1.1 The Network for Young artists will support the artistic development and character development of at least 200 young artists ages 4-20 during the grant period.</td>
</tr>
<tr>
<td>2. The Network for Young Artists will develop their students’ talents in the performing arts, and to provide opportunities for them to showcase their talents across the San Antonio metro area and Bexar County.</td>
<td>2.1 Students and the community-at-large benefit from the many positive outcomes of arts instruction for at-risk youth, including increased empathy, critical thinking skills, higher academic performance, positive outlets for emotional expression, and opportunities for strengths-based skill building.</td>
<td>2.1.1 The Network for young Artists will present at least five (3) live performances in Bexar County as part of the NYA 2023 Music Camp during the grant period.</td>
</tr>
</tbody>
</table>

*CAUSA 381 Agreement - Network for Young Artists*
Exhibit "B"
Budget
### PROGRAM FUNDING SOURCES

<table>
<thead>
<tr>
<th>FUNDING SOURCE REVENUE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Grants</td>
<td>11,303.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>11,303.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUDGET EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Rental</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Professional Fees/Contract Labor – Instructor Fees (i.e. non-salaried)</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Program Materials/Supplies/Incentives</td>
<td>303.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>11,303.00</strong></td>
</tr>
</tbody>
</table>

### 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>Facility Rental</td>
<td>6,000.00</td>
<td>100%</td>
<td>0.00</td>
<td>0%</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Professional Fees/Contract Labor – Instructor Fees (i.e. non-salaried)</td>
<td>5,000.00</td>
<td>100%</td>
<td>0.00</td>
<td>0%</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Program Materials/Supplies/Incentives</td>
<td>303.00</td>
<td>100%</td>
<td>0.00</td>
<td>0%</td>
<td>303.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,303.00</strong></td>
<td><strong>100%</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>0%</strong></td>
<td><strong>$11,303.00</strong></td>
</tr>
</tbody>
</table>

### EXPENSE CATEGORY JUSTIFICATION

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Bexar County Funds</th>
<th>Explanation of Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Rental</td>
<td>6,000.00</td>
<td>1800 Fredericksburg Rd., Ste. 122</td>
</tr>
<tr>
<td>Professional Fees/Contract Labor – Instructor Fees (i.e. non-salaried)</td>
<td>5,000.00</td>
<td>Guitar Instructor-$2000&lt;br&gt;Dance instructor-$1000&lt;br&gt;Event Coordinator-$1000&lt;br&gt;Grant-writing/Admin-$1000</td>
</tr>
<tr>
<td>Program Materials/Supplies/Incentives</td>
<td>303.00</td>
<td>Printer ink, paper, pens, markers, clipboards, sanitizer, music supplies</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$11,303.00</strong></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit “C”
INVOICE
INVOICE

COMPANY NAME: Network for Young Artists

PROJECT NAME: NYA 2023 Music Camp

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>Facility Rental</td>
<td>6,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Fees/Contract Labor - Instructor Fees (i.e. non-salaried)</td>
<td>5,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Materials/Supplies/Incentives</td>
<td>303.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budget:</strong></td>
<td><strong>$11,303.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                          |        |                   |                       |                      |
| 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: ____________

CAUSA 381 Agreement - Network for Young Artists
## Monthly Performance Report
### Network for Young Artists

<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>The Network for Young artists will support the artistic development and character development of young artists ages during the grant period.</td>
<td>200</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>The Network for young Artists will present live performances in Bexar County as part of the NYA 2023 Music Camp during the grant period.</td>
<td>3</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. 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. Statutory workers’ compensation insurance for all employees of COMPANY. Employer’s Liability Insurance coverage 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

C. 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.

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

E. 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 Notice 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

F. 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.

G. 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.

H. 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.

I. 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.